

# CITY OF IRWINDALE

5050 N. IRWINDALE AVE., IRWINDALE CA 91706 • PHONE: (626) 430-2200



## NOTICE AND AGENDA FOR THE SPECIAL MEETING OF THE CITY COUNCIL

HOUSING AUTHORITY

**July 8, 2026**

**SPECIAL MEETING – 9:00 A.M.**

**H. MANUEL ORTIZ** - Mayor

**ALBERT F. AMBRIZ** - Mayor Pro Tem

**MARK A. BRECEDA** - Councilmember

**LARRY G. BURROLA** - Councilmember

**MANUEL R. GARCIA** - Councilmember

Via Zoom Webinar: <https://us02web.zoom.us/j/87104592389>

**In the event that a Zoom broadcast is unavailable, staff will promptly notify the public through its social media platforms. The public meeting will proceed in accordance with The Brown Act.**

**Listen Over Phone: 1-669-900-6833; Webinar ID: 871-0459-2389**

**Spontaneous Communications:** The public is encouraged to address the City Council on any matter listed on the agenda or on any other matter within its jurisdiction. The City Council will hear public comments on items listed on the agenda during discussion of the matter and prior to a vote. The City Council will hear public comments on matters not listed on the agenda during the Spontaneous Communications period.

Pursuant to provisions of the **Brown Act**, no action may be taken on a matter unless it is listed on the agenda, or unless certain emergency or special circumstances exist. The City Council may direct staff to investigate and/or schedule certain matters for consideration at a future City Council meeting.

**Americans with Disabilities Act:** In compliance with the ADA and Government Code section 54953(g), the City Council has adopted a reasonable accommodation policy to swiftly resolve accommodation requests. The policy can be found on the City's website: <https://www.irwindaleca.gov/DocumentCenter/View/8075/AB-2449-Reasonable-Accommodation-Policy>. If you need special assistance to participate in a City Council or Commission meeting or other services offered by this City, including an electronic or printed copy of the City's reasonable accommodation policy, please contact City Hall at (626) 430-2200. Notification of at least 48 hours prior to the meeting or time when services are needed will assist the City staff in assuring that reasonable arrangements can be made to provide accessibility to the meeting or service.

**Note:** Staff reports are available for inspection at the office of the Chief Deputy City Clerk, City Hall, 5050 N. Irwindale Avenue, during regular business hours (8:00 a.m. to 6:00 p.m., Monday through Thursday).

**Compensation for Board Members:** Compensation for the members of the Irwindale City Council is \$750.16 a month. In accordance with Government Code Section 54952.3, Councilmembers will not receive any additional compensation or stipend for the convening of the regular meetings of the Successor Agency to the Irwindale Community Redevelopment Agency. Councilmembers will receive additional compensation of \$50/meeting, not to exceed \$150 per month, for the convening the regular meetings of the Irwindale Housing Authority and an additional compensation of \$300/meeting for convening the regular meetings of the Irwindale Reclamation Authority.

## Code of Ethics

As City of Irwindale Council Members, our fundamental duty is to serve the public good. We are committed to the principle of an efficient and professional local government. We will be exemplary in obeying the letter and spirit of Local, State and Federal laws and City policies affecting the operation of the government and in our private life. We will be independent and impartial in our judgment and actions.

We will work for the common good of the City of Irwindale community and not for any private or personal interest. We will endeavor to treat all people with respect and civility. We will commit to observe the highest standards of morality and integrity, and to faithfully discharge the duties of our office regardless of personal consideration. We shall refrain from abusive conduct, personal charges or verbal attacks upon the character or motives of others.

We will inform ourselves on public issues, listen attentively to public discussions before the body, and focus on the business at hand. We will base our decisions on the merit and substance of that business. We will be fair and equitable in all actions, claims or transactions. We shall not use our official position to influence government decisions in which we have a financial interest or where we have a personal relationship that could present a conflict of interest, or create a perception of a conflict of interest.

We shall not take advantage of services or opportunities for personal gain by virtue of our public office that are not available to the public in general. We shall refrain from accepting gifts, favors or promises of future benefit that might compromise our independence of judgment or action or give the appearance of being compromised.

We will behave in a manner that does not bring discredit or embarrassment to the City of Irwindale. We will be honest in thought and deed in both our personal and official lives.

Ultimate responsibility for complying with this Code of Ethics rests with the individual elected official. In addition to any other penalty as provided by law, violation of this Code of Ethics may be used as a basis for disciplinary action or censure of a Council Member.

These things we hereby pledge to do in the interest and purposes for which our government has been established.

*IRWINDALE CITY COUNCIL*



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|------------------------|
| <b>SPECIAL MEETING</b> |
|------------------------|

**1. CALL TO ORDER****2. PLEDGE OF ALLEGIANCE****3. INVOCATION****4. ROLL CALL: Councilmembers: Mark A. Breceda, Larry G. Burrola, Manuel R. Garcia; Mayor Pro Tem Albert F. Ambriz; Mayor H. Manuel Ortiz****5. AB 2449 DISCLOSURES**

Remote participation by a member of the legislative body for just cause or emergency circumstances

**6. CHANGES TO THE AGENDA****7. COUNCIL MEMBER TRAVEL REPORTS****8. COUNCILMEMBER COMMENTS****9. CONSENT CALENDAR****A. Minutes of the Meetings Held May 13, 2026**

***Department: City Clerk***

Recommendation: Approve

**B. Warrants / Demands / Payroll**

***Department: Finance***

Recommendation: Approve.

**C. Agreement with the County of Los Angeles entitled 2024 State Homeland Security Program Sub-recipient Agreement and approval of purchase of Motorola portable radios and single-unit chargers using 2024 State Homeland Security program funds**

***Department: Police***

Recommendation: **Adopt Resolution No. 2026-50-3861, entitled:** "A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF IRWINDALE TO: 1) APPROVE AND ACCEPT THE STATE HOMELAND SECURITY PROGRAM SUBRECIPIENT AGREEMENT GRANT YEAR 2024 BETWEEN COUNTY OF LOS ANGELES AND CITY OF IRWINDALE AND AUTHORIZE THE CITY MANAGER TO EXECUTE THE AGREEMENT; 2) APPROVE WAIVING THE FORMAL BIDDING PROCEDURES PURSUANT TO IRWINDALE MUNICIPAL CODE SECTION 3.44.080(C) AND AUTHORIZE THE CITY MANAGER TO EXECUTE THE AGREEMENT WITH MOTOROLA FOR PURCHASE OF PORTABLE RADIOS AND SINGLE-UNIT CHARGERS; AND 3) AUTHORIZE A BUDGET AMENDMENT TO RECORD THE \$50,000

APPROPRIATION AND RESPECTIVE REIMBURSEMENT REVENUE UNDER THE FEDERAL GRANTS FUND (31)".

D. Approve a Contract with Joe A. Gonsalves & Son for Lobbying Services

***Department: Administration***

Recommendation: That the City Council of the City of Irwindale approve the Agreement for Professional Services Between the City of Irwindale and Joe A. Gonsalves and Son.

E. Approve a Fee Waiver for Options for Youth

***Department: Administration***

Recommendation: **Adopt Resolution No. 2026-62-3872** entitled, "A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF IRWINDALE, CALIFORNIA, APPROVING A FEE WAIVER FOR OPTIONS FOR YOUTH, A NONPROFIT ORGANIZATION, WAIVING CITY FACILITY RENTAL FEES OF \$1,840.00 FOR MEETING BEGINNING AUGUST 2026 THROUGH AND INCLUDING OCTOBER 2026, AND FINDING THAT A PUBLIC PURPOSE WOULD BE SERVED BY THE DONATION OF COMMUNITY CENTER USE BY OPTIONS FOR YOUTH TO CONDUCT MEETINGS".

F. November 3, 2026 General Municipal Election – Adoption of Resolution

***Department: City Clerk***

Recommendation: **Adopt Resolution No. 2026-58-3868** entitled, "A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF IRWINDALE, CALIFORNIA, (1) CALLING FOR AND GIVING NOTICE OF A GENERAL MUNICIPAL ELECTION TO BE HELD ON TUESDAY, NOVEMBER 3, 2026, FOR THE ELECTION OF CERTAIN OFFICERS AS REQUIRED BY THE PROVISIONS OF THE CHARTER; (2) REQUESTING CONSOLIDATION OF SUCH ELECTION WITH THE COUNTY OF LOS ANGELES WITH ANY AND ALL ELECTIONS HELD ON SUCH DATE; (3) REQUESTING THE COUNTY OF LOS ANGELES TO PROVIDE SPECIFIC ELECTION ADMINISTRATION SERVICES FOR SUCH ELECTION; (4) ADOPTING REGULATIONS FOR CANDIDATES FOR ELECTIVE OFFICE FOR SUCH ELECTION REGARDING CANDIDATE STATEMENTS; AND (5) PROVIDING FOR THE DETERMINATION OF TIE VOTES BY LOT UNLESS THE CITY COUNCIL ADOPTS THE PROVISIONS OF ELECTIONS CODE SECTION 15651 (b) PRIOR TO THE CONDUCT OF THE ELECTION RESULTING IN THE TIE VOTE" reading by title only and waiving further reading thereof.

## 10. SPONTANEOUS COMMUNICATIONS

Spontaneous communications are limited to the special meeting agenda items only.

## 11. NEW BUSINESS

At this time, members of the audience may ask to be heard regarding an item on New Business.

A. Irwindale Public Library - Founding Mothers Mural

***Department: Administration***

Recommendation: That the Irwindale City Council approve the Founding Mothers Mural.

B. City of Irwindale Seal and Insignia (Verbal Update)

***Department: Administration***

Recommendation: Receive and file the verbal update.

**12. CITY MANAGER'S REPORT**

**13. REQUESTS FOR AGENDA ITEMS BY CITY COUNCIL**

If a City Council Member is interested in a task or project, the City Council Member shall request that the item be agendaized in this section.

**14. ADJOURN**

**HOUSING AUTHORITY**

**15. AB 2449 DISCLOSURES**

Remote participation by a member of the legislative body for just cause or emergency circumstances

**16. CONSENT CALENDAR**

A. Minutes of the Meeting Held May 13, 2026

***Department: City Clerk***

Recommendation: Approve

**17. SPONTANEOUS COMMUNICATIONS**

Spontaneous communications are limited to the special meeting agenda items only.

**18. ADJOURN**

**19. RECESS TO CLOSED SESSION**

A. Conference with Real Property Negotiator

Pursuant to California Government Code Section 54956.8

Property: Olive Pit (APN 8415-001-906, 908)

Agency negotiators: Julian A. Miranda, City Manager and Eddie Chan, Director of Engineering / Building Official

Negotiating Parties: United Rock Products Corp.

Under negotiation: Sublease Price and Terms

Property: 5050 N Irwindale Avenue (+/-3,381 SF on the east side) APN 8417-031-900

Agency Negotiator: Theresa Olivares, Assistant City Manager

Negotiating Parties: Eduardo Hernandez and Jesus Daniel Hernandez

Under Negotiation: Price and terms

- B. Conference with Legal Counsel - Anticipated Litigation  
Initiation of litigation [Pursuant to Government Code Section 54956.9 (d)(4)]

Number of Cases: Two (2)

- C. Conference with Legal Counsel - Existing Litigation  
Pursuant to Government Code Sections 54954.5(c), 54956.9(d)(1)

Name of Case: Five Points, LP vs. City of Irwindale

Case Number: 22STCV01394

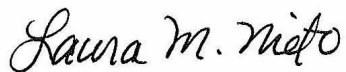
**20. RECONVENE IN OPEN SESSION**

**21. REPORT FROM CLOSED SESSION**

**22. ADJOURN**

AFFIDAVIT OF POSTING

I, Laura M. Nieto, Chief Deputy City Clerk, certify that I caused the agenda for the special meeting of the City Council and Housing Authority, to be held on July 8, 2026, be posted at the City Hall, Library, and Post Office on Thursday, July 2, 2026.



Laura M. Nieto, MMC  
Chief Deputy City Clerk

**IRWINDALE CITY COUNCIL CHAMBERS  
5050 N. IRWINDALE AVENUE  
IRWINDALE, CALIFORNIA 91706**

**MAY 13, 2026  
WEDNESDAY  
10:00 A.M.**

The Irwindale **CITY COUNCIL** met in a special meeting at the above time and place.

**ROLL CALL:**

Present: Councilmembers Mark A. Breceda, Larry G. Burrola, Manuel R. Garcia, Mayor Pro Tem Albert F. Ambriz; Mayor H. Manuel Ortiz

Also Present: Julian A. Miranda, City Manager; Adrian Guerra, City Attorney; Theresa Olivares, Assistant City Manager; Christopher Hofford, Chief of Police; Kambiz Borhani, Director of Finance / City Treasurer; Eddie Chan, Director of Engineering / Building Official; Elizabeth Rodriguez, Public Services Director; Mary Hull, Human Resources Manager, and Laura Nieto, Chief Deputy City Clerk

**AB 2449 DISCLOSURES**

None.

**CHANGES TO THE AGENDA**

None.

**COUNCILMEMBER TRAVEL REPORTS**

None.

**COUNCILMEMBER COMMENTS**

Mayor Pro Tem Ambriz reported on his attendance at a ribbon cutting ceremony held last week for Opportunities for Learning.

Councilmembers Burrola, Breceda, and Garcia reported on their attendance at the recent California Joint Powers Insurance Authority conference held in Chula Vista.

Councilmember Burrola requested to pull Item No. 9G from the Consent Calendar for separate consideration.

**CONSENT CALENDAR**

A motion was made by Councilmember Burrola, seconded by Councilmember Breceda, to approve the Consent Calendar, except for Item No. 9F, which was pulled due to conflicts and the need to draw straws to determine which Councilmembers may participate in discussing the matter, and Item No. 9G, which was removed for separate consideration. The motion was unanimously approved; Mayor Ortiz abstaining on Item No. 9E.

**ITEM NO. 9A**

**MINUTES OF THE MEETING HELD FEBRUARY 25, MARCH 11, AND MARCH 25, 2026**

The minutes of the meetings held February 25, March 11, and March 25, 2026, were approved as presented.

ITEM NO. 9B  
WARRANTS / DEMANDS / PAYROLL

The warrants / demands / payroll were approved.

ITEM NO. 9C  
PLACEWORKS CONTRACT AMENDMENT NO. 1

The City Council approved Contract Amendment No. 1 with PlaceWorks, Inc. for the preparation of an Environmental Impact Report and applicable studies to be prepared in association with land use entitlement applications for property located at 15801 First Street, Irwindale, CA 91706.

ITEM NO. 9D  
CLAIM REJECTION: EPIFANIO RUIZ V. CITY OF IRWINDALE

The City Council rejected the claim of Epifanio Ruiz vs. City of Irwindale and staff was directed to send a letter of rejection.

ITEM NO. 9E  
CLAIM REJECTION: TERESA ORTIZ V. CITY OF IRWINDALE

The City Council rejected the claim of Teresa Ortiz vs. City of Irwindale and staff was directed to send a letter of rejection; Mayor Ortiz abstaining.

**END OF CONSENT CALENDAR**

ITEM NO. 9F  
IRWINDALE BUSINESS CENTER SEWER AND STREETLIGHT MAINTENANCE  
ASSESSMENT DISTRICTS ENGINEER'S REPORT AND NOTICE OF INTENT TO LEVY

Straws were drawn amongst Councilmembers Breceda, Garcia, Burrola, and Mayor Ortiz, due to their conflicts of interest with this item, where it was determined that Councilmembers Breceda and Garcia could participate in this matter. Councilmember Burrola and Mayor Ortiz exited the Council Chambers at 10:18 a.m.

A motion was made by Councilmember Garcia, seconded by Councilmember Breceda, to adopt **Resolution No. 2026-32-3843**, entitled: "A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF IRWINDALE APPROVING AN ENGINEER'S REPORT FOR FISCAL YEAR 2026/2027 FOR MAINTENANCE, OPERATION, AND CAPITAL REPLACEMENT OF THE CITY'S SANITATION AND SEWERAGE SYSTEMS WITHIN THE SEWER MAINTENANCE DISTRICT LOCATED WITHIN THE IRWINDALE BUSINESS CENTER; DECLARING ITS INTENTION TO LEVY AND COLLECT ASSESSMENTS WITHIN THE SEWER MAINTENANCE DISTRICT FOR FISCAL YEAR 2026/2027; AND GIVING NOTICE OF A DAY AND TIME FOR A VIRTUAL PUBLIC HEARING ON THE LEVY OF THE PROPOSED ASSESSMENTS," and **Resolution No. 2026-33-3844**, entitled: "A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF IRWINDALE APPROVING AN ENGINEER'S REPORT FOR FISCAL YEAR 2026/2027 FOR MAINTENANCE OF STREET LIGHTING LOCATED WITHIN THE STREET LIGHTING MAINTENANCE DISTRICT (THE IRWINDALE BUSINESS CENTER); DECLARING ITS INTENTION TO LEVY AND COLLECT ASSESSMENTS WITHIN THE STREET LIGHTING MAINTENANCE DISTRICT FOR THE FISCAL YEAR 2026/2027; AND GIVING NOTICE OF A

DAY AND TIME FOR A VIRTUAL PUBLIC HEARING ON THE LEVY OF THE PROPOSED ASSESSMENTS,” and set the public hearing for June 10, 2026, to consider setting assessments for the two above-mentioned Assessment Districts. The motion was unanimously approved; Councilmember Burrola and Mayor Ortiz absent.

Councilmember Burrola and Mayor Ortiz returned to the Council Chambers at 10:18 a.m.

ITEM NO. 9G

WAIVE FORMAL BIDDING AND AWARD A CONTRACT TO IRELAND SOUND SYSTEMS, INC. FOR A FACILITY-WIDE AUDIO SYSTEM AND PUBLIC ADDRESS (PA) SYSTEM UPGRADE AT THE DAN DIAZ RECREATION CENTER AND IRWINDALE SENIOR CENTER VIA A COOPERATIVE PURCHASING PROCESS

Councilmember Burrola inquired about the warranties on the equipment and installation, to which IT Manager Jeff Wagner advised that most equipment has a one-year manufacturer warranty on defects, and that the installer provides a one-year warranty on the installation. Councilmember Burrola also asked about the quality of the equipment being proposed for purchase, to which Manager Wagner indicated that it is industrial grade and is meant to last a long time. He noted that efforts will be made to repurpose the existing cabling.

Councilmember Garcia asked about the competitive bid process for this project, to which Manager Wagner confirmed that the project was competitively bid and that this contract piggybacks on federal contracts that have already vetted the vendors. The contract includes specialty pricing and makes City processes easier.

Mayor Pro Tem Ambriz thanked Manager Wagner for the report and stated that the proposed equipment is needed, to which Manager Wagner indicated that the Aquatics Center has the equipment installed there already.

Mayor Ortiz asked about the total cost of the project, which Manager Wagner elaborated on and mentioned that the amount is also included in the proposed resolution.

Suzanne Gomez expressed concern over the competitive process held, though she agreed that the equipment is necessary.

**Resolution No. 2026-38-3849**, entitled: “A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF IRWINDALE WAIVING FORMAL BIDDING PROCEDURES PURSUANT TO IRWINDALE MUNICIPAL CODE SECTION 3.44.080(E), AUTHORIZING THE CITY MANAGER TO ENTER INTO AN AGREEMENT WITH IRELAND SOUND SYSTEMS, INC. FOR THE PURCHASE AND INSTALLATION OF FACILITY-WIDE AUDIO SYSTEM AND PUBLIC ADDRESS SYSTEM FOR THE DAN DIAZ RECREATION CENTER AND IRWINDALE SENIOR CENTER,” was adopted, on the motion of Councilmember Burrola, seconded by Mayor Pro Tem Ambriz, and unanimously approved.

**SPONTANEOUS  
COMMUNICATIONS**

Karla Flores spoke in favor of expanding the Inclusive Zumba classes, to which Mayor Pro Tem Ambriz requested that staff look into the request and return with additional information at a future meeting.

Karla Lees provided a written statement in favor of expanding the Inclusive Zumba classes.

Mayor Ortiz also spoke in support of the program and requested that staff look into the request to expand the program.

Suzanne Gomez commended the Council, Parks and Recreation Commission, and Administration for working so well together and for taking a stand against illegal fireworks.

## **NEW BUSINESS**

### **ITEM NO. 11A** **VERBAL UPDATE ON ALPHA STREET**

Councilmember Breceda declared a potential conflict of interest with this item and exited the Council Chambers at 10:30 a.m.

Director Simpson presented the report.

Responding to questions by Councilmember Burrola, Director Simpson advised that the businesses do not need to reapply for new Conditional Use Permits ("CUP's") every year since they run with the land. She noted that if a business leaves the site and a new one arrives, the new business will need to accept and comply with the CUP. If the conditions need to be changed, the Planning Commission will address the matter. Director Simpson also discussed the types of operations that are permitted at the sites under the existing CUPs.

Councilmember Burrola expressed concern over the possibility that electric vehicles are being stored at the sites, to which Senior Code Enforcement Officer Randy Silva advised that each of the auto dismantlers on Alpha Street have vehicles on site that they dismantle and sell off or scrap. He added that the CUPs allow for auto sales and vehicle maintenance, and further advised that the CUPs, which were approved around 2016 and 2017, has a limit of 15 years which would also apply to any new businesses that intend to operate at the site. New owners, however, would need to apply for new occupancy permits. Councilmember Burrola suggested that efforts be made by the property owners to clean up that area. He also requested details about how the businesses along Alpha Street handle electric vehicles, whether their components are being stored or dismantled, and how the batteries are transported, noting concern for the residents that live near the area.

Director Simpson noted that the current agencies that inspect or issue permits do not have any type of recordkeeping measures regarding electric vehicle batteries.

Fire Marshall Stillwagon noted that the Los Angeles County Health Department regulates the battery disposal process. They conduct an annual inspection to ensure records are kept validating battery and hazardous material storage. He expressed his understanding that the vehicles are dismantled but not before the batteries are removed. If batteries cannot be removed, the entire vehicle is sent back to the manufacturer to dispose of, which is part of state law. The shell of the vehicle remains at the site so it could be dismantled and the pieces sold. He further added that fuel from gas vehicles is also removed so that the hazard does not remain at the site, and that records on this are also kept. He stated his belief that the companies operating at the Alpha Street sites are acting on good faith, and that representatives of the Los Angeles County Fire Department will visit these sites in 2026 and will develop a guide to work with the owners to

ensure that they can operate legally and successfully, while ensuring proper regulation, storage, and the size of the piles that are allowed.

Mayor Pro Tem Ambriz stated his eagerness to have the guide developed soon due to the negative experiences between the City and the business operators along Alpha Street and suggested that Community Development and Code Enforcement staff work together to address the issues.

Battalion Chief Jose Gomez advised that he and his staff would collaborate with City staff to develop the best practices guide.

Responding to Councilmember Garcia's comments, Chief Stillwagon advised that complaints about the businesses are handled right away alongside Code Enforcement staff. Once the facts of the situation are determined, the concerns are addressed to ensure that the businesses comply with their requirements. Councilmember Garcia asked how electric vehicle batteries are neutralized for transport, to which Chief Stillwagon indicated that they are not neutralized and that they carry energy within since they become a hazard if the energy drops to a certain point.

Mayor Pro Tem Ambriz stated that a similar discussion regarding battery chemistry was held recently as related to potential battery energy storage sites. As requested by Mayor Pro Tem Ambriz, Chief Stillwagon then discussed emergency response procedures to help protect neighboring residents.

Councilmember Garcia noted that times have changed since the CUP's were issued in 2016 and suggested converting the area into a special district where the time frame for the CUPs could be shortened or even revoked when business owners continuously violate their requirements.

City Attorney Guerra indicated that the suggestion to convert the area to a special district could be explored. Regarding revoking CUP's, staff would have to explore the conditions within and determine whether they have been breached, which would be conducted through a hearing process where the violations would have to be demonstrated with evidence. He added that the CUP's adopted in 2016 were intended to have controls in place, though they may not have been the best long-term approach.

Director Simpson noted that one of CUP's current conditions stipulates that it could be revoked if there are three substantiated violations within a certain period. However, when businesses are cited, they typically comply and satisfy the citations.

City Attorney Guerra stated that CUP's generally can be revoked if it can be demonstrated that they have violated it, though in this case, the CUPs provide the opportunity to cure violations without the City's ability to revoke them.

Councilmember Garcia stated that this should be looked into, even if the Municipal Code needs to be changed.

Mayor Pro Tem Ambriz concurred with Councilmember Garcia and stated that the problem needs to be corrected due to the businesses' locations near a residential district.

City Attorney Guerra stated that staff could explore zoning the area into something new where the current uses could become legal, non-conforming, such that when the current uses cease, the sites would be subject to the new zoning code.

David Noriega spoke on his business' operations as well as those of the other businesses along Alpha Street.

Suzanne Gomez concurred that a special district should be researched.

Mayor Ortiz thanked staff and the representatives of the Fire Department for the information provided.

A motion was made by Councilmember Burrola, seconded by Mayor Pro Tem Ambriz, to receive and file the report. The motion was unanimously approved; Councilmember Breceda absent.

At 11:13 a.m., Councilmember Breceda returned to the Council Chambers.

ITEM NO. 11B

CITY OF IRWINDALE PARKS AND RECREATION COMMISSION REQUEST FOR THE IRWINDALE CITY COUNCIL TO CONSIDER CONDUCTING A HOLIDAY STREET DECORATING CONTEST

Assistant City Manager Olivares presented the staff report.

Mayor Pro Tem Ambriz suggested that staff look into the request and come up with ideas on how to implement the contest.

Councilmember Burrola was delighted that this suggestion would likely help residents grow closer.

Councilmember Breceda congratulated the Commission on the request.

Councilmember Garcia expressed his concern regarding expending city funds and potential liability issues that may result from the implementation of this contest. He suggested simply allowing residents to conduct their own contests.

Mayor Ortiz concurred with Councilmember Garcia.

Responding to an inquiry from Councilmember Burrola, Assistant City Manager Olivares advised that residents would spend their own funds to decorate their own residences. The only proposed City involvement would be to have staff judge decorations and potentially provide awards.

Director Rodriguez added that City would not allow any decorations in the public right of way and would require that decorations be non-hazardous and fire resistant. Additionally, residents would not be permitted to connect anything electrical to the City's infrastructure.

A motion was made by Mayor Pro Tem Ambriz, seconded by Councilmember Breceda, to direct staff to research option 2 as shown in the staff report and come up with ideas for consideration. The motion was approved; all in favor except for Councilmember Garcia, who opposed.

ITEM NO. 11C

CITY OF IRWINDALE PARKS AND RECREATION COMMISSION'S REQUEST TO  
REINSTATE THE IRWINDALE'S HEROES PROGRAM

Assistant City Manager Olivares presented the staff report.

Mayor Pro Tem Ambriz expressed his support for this program and recommended looking further into Option 2 as shown in the report.

Councilmember Burrola suggested potentially looking into creating banners to honor the City's youth.

Councilmember Garcia expressed concern over this program, noting that individuals may place banners on their residences to honor military veterans, but expressed his hesitation in expending city funds on it. He noted that there may be volunteer programs available to assist, similar to other communities. He also reminded that the City has not fallen short of honoring veterans, as evidenced by the beautiful Veterans Memorial that was constructed in front of City Hall. He also questioned how much the banners would cost and who would hang them if they were to fall.

Assistant City Manager Olivares advised that the previous program had Public Works staff hang the banners on poles, though the banners and poles themselves were purchased by the honorees' families.

Suzanne Gomez concurred that the program should be approved to honor veterans and stated that the City could allocate funding from its \$40 million surplus.

Mayor Ortiz thanked the staff for the report and stated that he looks forward to receiving additional information at the June 10 Council meeting.

A motion was made by Mayor Pro Tem Ambriz, seconded by Councilmember Burrola, to direct staff to look into the request and present options to the Council at the June 10 meeting. The motion was approved with all Councilmembers in favor except for Councilmember Garcia, who opposed.

**PUBLIC HEARINGS**

ITEM NO. 12A

REPORT ON JOB VACANCIES AND RECRUITMENT AND RETENTION EFFORTS IN  
CALENDAR YEAR 2025

Benefits Administrator Leon presented the report.

A motion was made by Councilmember Breceda, seconded by Councilmember Burrola, to receive and file the report. The motion was unanimously approved.

**CITY MANAGER'S REPORT**

City Manager Miranda presented the following report:

- 1) Applications are currently being accepted for the currently vacant and soon-to-be vacant

seats on the Irwindale Community Foundation.

- 2) He provided an update on the Library project.
- 3) The Los Angeles County Sanitation District will conduct repairs to the sewer system on Irwindale Avenue and Cypress Street beginning May 19 – May 22 and May 29 – May 31.
- 4) He also provided updates on upcoming Recreation and Senior Center activities.

Mayor Ortiz requested that the Council recognize the cheerleaders for their achievements at the next Council meeting.

### **REQUESTS FOR AGENDA ITEMS BY CITY COUNCIL**

Mayor Ortiz requested a report on the vacancies at Las Casitas apartment as well as the list of potential applicants to be discussed at the next meeting.

### **RECESS TO CLOSED SESSION**

At 12:28 p.m., the City Council met in Closed Session to discuss the following:

#### **ITEM NO. 20A**

##### **LIABILITY CLAIMS**

Pursuant to Government Code Section 54956.95

Claimant: Teresa Quintero

Agency claimed against: City of Irwindale

ACTION: Update provided, direction given to staff; no reportable action

#### **ITEM NO. 20B**

##### **CONFERENCE WITH LEGAL COUNSEL – EXISTING LITIGATION**

Pursuant to Government Code Sections 54954.5(c), 54956.9(d)(1)

Name of Case: Five Points, LP vs. City of Irwindale

Appellate Case Number: B337162

ACTION: Update provided; no direction nor any action taken (Councilmember Breceda recused due to a potential conflict of interest)

#### **ITEM NO. 20C**

##### **CONFERENCE WITH LEGAL COUNSEL – ANTICIPATED LITIGATION**

Initiation of litigation Pursuant to Government Code Section 54956.9 (d)(4)

Number of Cases: One

ACTION: Direction provided, no reportable action taken (Councilmembers Breceda and Garcia not present)

### **RECONVENE IN OPEN SESSION**

At 1:07 p.m., the City Council Authority reconvened in Open Session.

**ADJOURNMENT**

There being no further business to conduct, the meeting was adjourned at 1:08 p.m.

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Laura M. Nieto, MMC  
Chief Deputy City Clerk

# Electronic Payments

June 2026

June 1 - 30, 2026



| Number    | Vendor Name       | Date          | Amount    |
|-----------|-------------------|---------------|-----------|
| WFB - 101 | CJPIA Excess Pool | 6/9/2026      | 360.00    |
| ACH       | US Bank           | 6/9/2026      | 47,867.66 |
|           |                   | Report Total: | 48,227.66 |

# Accounts Payable

## Checks by Date - Summary by Check Number

User: kzhang  
Printed: 7/1/2026 9:20 AM



| Check No | Vendor No | Vendor Name                       | Check Date | Check Amount |
|----------|-----------|-----------------------------------|------------|--------------|
| 108675   | ACOSTA06  | Albert Acosta                     | 06/18/2026 | 53.89        |
| 108676   | AMAZON1   | Amazon Capital Services, Inc.     | 06/18/2026 | 1,754.36     |
| 108677   | AMBRIZ05  | Albert Ambriz                     | 06/18/2026 | 20.00        |
| 108678   | AMBRIZ05  | Albert Ambriz                     | 06/18/2026 | 182.70       |
| 108679   | AMERIC34  | American Fidelity Assurance Co    | 06/18/2026 | 6,109.74     |
| 108680   | ARELL02   | Lucia Arellano                    | 06/18/2026 | 75.00        |
| 108681   | AT&T06    | AT & T                            | 06/18/2026 | 1,816.49     |
| 108682   | AT&T08    | AT & T                            | 06/18/2026 | 1,209.66     |
| 108683   | CINGULAR  | AT & T Mobility                   | 06/18/2026 | 288.41       |
| 108684   | B&BTIR    | B & B Tires Service               | 06/18/2026 | 30.00        |
| 108685   | BRECED04  | Mark A. Breceda                   | 06/18/2026 | 1,085.41     |
| 108686   | BURROL13  | Enoch Burrola                     | 06/18/2026 | 75.00        |
| 108687   | BURROL08  | Larry Burrola                     | 06/18/2026 | 118.15       |
| 108688   | ALVARA04  | Aundrea Butler                    | 06/18/2026 | 75.00        |
| 108689   | CALED     | CALED                             | 06/18/2026 | 500.00       |
| 108690   | SANGAB11  | California Newspapers Partnership | 06/18/2026 | 772.88       |
| 108691   | CANYON01  | Canyon Auto Services LLC          | 06/18/2026 | 35.00        |
| 108692   | CARDE10   | Maria Cardenas                    | 06/18/2026 | 75.00        |
| 108693   | CHARTE01  | Charter Communications            | 06/18/2026 | 1,101.55     |
| 108694   | CHARTE04  | Charter Communications            | 06/18/2026 | 184.15       |
| 108695   | CHICOR    | Richard Chico                     | 06/18/2026 | 69.99        |
| 108696   | CINTAS    | Cintas Corporation #693           | 06/18/2026 | 437.44       |
| 108697   | BALDWI02  | City of Baldwin Park              | 06/18/2026 | 1,400.00     |
| 108698   | CONCE01   | Concentra                         | 06/18/2026 | 254.00       |
| 108699   | DEL20     | Mayela Del Rio                    | 06/18/2026 | 75.00        |
| 108700   | DIAZCA    | Camille Diaz                      | 06/18/2026 | 75.00        |
| 108701   | FIGU10    | Sabas Figueroa                    | 06/18/2026 | 200.00       |
| 108702   | FRAIJO02  | John Fraijo                       | 06/18/2026 | 75.00        |
| 108703   | FRONT01   | Frontier Communications           | 06/18/2026 | 644.49       |
| 108704   | GARCIA03  | Manuel Garcia                     | 06/18/2026 | 1,334.43     |
| 108705   | HERNAN36  | Jacqueline Hernandez              | 06/18/2026 | 132.57       |
| 108706   | HERNA12   | Priscilla Hernandez               | 06/18/2026 | 75.00        |
| 108707   | HERRER08  | Esther Herrera                    | 06/18/2026 | 75.00        |
| 108708   | HINDER    | Hinderliter, De Llamas & Assoc    | 06/18/2026 | 900.00       |
| 108709   | PEER01    | INFOBIP VOICE INC                 | 06/18/2026 | 1,412.41     |
| 108710   | IRWIND23  | Irwindale Business Center         | 06/18/2026 | 842.47       |
| 108711   | IRWIND21  | Irwindale Hand Wash & Auto Detail | 06/18/2026 | 215.00       |
| 108712   | JOHNNY02  | Johnny's Pool Service             | 06/18/2026 | 250.80       |
| 108713   | KELLY03   | Justin Kelly                      | 06/18/2026 | 37.30        |
| 108714   | LEAGUE02  | League Of California Cities       | 06/18/2026 | 960.75       |
| 108715   | LANCES    | LSL, LLP                          | 06/18/2026 | 31,630.00    |
| 108716   | MAREZL    | Linda S. Marez                    | 06/18/2026 | 75.00        |
| 108717   | MAREZ02   | Natalie Marez                     | 06/18/2026 | 75.00        |
| 108718   | MENDO10   | Janet Mendoza                     | 06/18/2026 | 75.00        |
| 108719   | OFFICE03  | ODP Business Solutions, LLC       | 06/18/2026 | 707.47       |
| 108720   | OPTUM01   | OptumRx, Inc.                     | 06/18/2026 | 28,837.14    |

# Accounts Payable

## Checks by Date - Summary by Check Number

User: kzhang  
Printed: 7/1/2026 9:20 AM



| Check No | Vendor No | Vendor Name                               | Check Date | Check Amount |
|----------|-----------|-------------------------------------------|------------|--------------|
| 108721   | ORKINP    | Orkin Pest Control                        | 06/18/2026 | 281.92       |
| 108723   | OSEG02    | Melissa Osegura                           | 06/18/2026 | 75.00        |
| 108724   | PHASEII   | PARS                                      | 06/18/2026 | 1,750.00     |
| 108725   | PART01    | Party Pronto, Inc                         | 06/18/2026 | 2,976.00     |
| 108726   | PERK01    | Carmen Perkins                            | 06/18/2026 | 75.00        |
| 108727   | PETTYC05  | City of Irwindale-Admin Petty Cash        | 06/18/2026 | 748.21       |
| 108728   | PONCE10   | Lorraine Ponce                            | 06/18/2026 | 599.00       |
| 108729   | LEGAL03   | Pre-Paid Legal Services, Inc.             | 06/18/2026 | 110.65       |
| 108730   | PROPRINT  | Pro Printing, Inc.                        | 06/18/2026 | 253.17       |
| 108731   | PURCHA    | Purchase Power                            | 06/18/2026 | 2,000.00     |
| 108732   | QUEJ01    | Nell Quej                                 | 06/18/2026 | 75.00        |
| 108733   | RAMOS07   | Maria Ramos                               | 06/18/2026 | 75.00        |
| 108734   | RODA03    | Jessica Rodas                             | 06/18/2026 | 282.17       |
| 108735   | RODRI12   | Mari Rodriguez                            | 06/18/2026 | 75.00        |
| 108736   | RODRI13   | Valerie Rodriguez                         | 06/18/2026 | 75.00        |
| 108737   | RUIZ07    | Veronica Ruiz                             | 06/18/2026 | 75.00        |
| 108738   | SCFUELS   | SC Fuels                                  | 06/18/2026 | 9,384.21     |
| 108739   | SECT01    | Sectran Security Inc.                     | 06/18/2026 | 225.14       |
| 108740   | STROBE03  | Gary Strobehn                             | 06/18/2026 | 425.37       |
| 108741   | TEXAS01   | Texas Life Insurance Co.                  | 06/18/2026 | 4,436.82     |
| 108742   | TOD01     | Khalalah Todd                             | 06/18/2026 | 2,200.00     |
| 108743   | VARGAS03  | Jose Vargas                               | 06/18/2026 | 86.34        |
| 108744   | VARG10    | Raquel Vargas                             | 06/18/2026 | 75.00        |
| 108745   | verizonw  | Verizon Wireless                          | 06/18/2026 | 3,508.85     |
| 108747   | ORTIZH    | H. Manuel Ortiz                           | 06/18/2026 | 300.00       |
| 108748   | CALIFO56  | California State Disbursement Unit        | 06/25/2026 | 604.15       |
| 108749   | CALIFO57  | California State Disbursement Unit        | 06/25/2026 | 143.07       |
| 108750   | CALIFO58  | California State Disbursement Unit        | 06/25/2026 | 100.00       |
| 108751   | CITY01    | City of Hope                              | 06/25/2026 | 34.00        |
| 108752   | ICEA      | Irwindale City Employee Assoc.            | 06/25/2026 | 1,092.00     |
| 108753   | IMEA      | Irwindale Mgmt Employee Assoc.            | 06/25/2026 | 580.00       |
| 108754   | IRWIND02  | Irwindale Police Officers Assoc.          | 06/25/2026 | 3,358.00     |
| 108755   | LOSANG31  | Los Angeles County Sheriff's Dept.        | 06/25/2026 | 242.74       |
| 108756   | ALESHIRE  | Aleshire & Wynder, LLP                    | 06/25/2026 | 60,145.00    |
| 108757   | ALLCI01   | All City Management Services, Inc         | 06/25/2026 | 897.36       |
| 108758   | ALLIAN02  | Alliant Insurance Svcs, Inc.- Irvine Main | 06/25/2026 | 329.00       |
| 108759   | AMESOL01  | Luis Amesola                              | 06/25/2026 | 15.00        |
| 108760   | AZUSALW   | Azusa Light & Water                       | 06/25/2026 | 192.50       |
| 108761   | BRECED04  | Mark A. Breceda                           | 06/25/2026 | 1,108.26     |
| 108762   | BURGUA01  | Rene Burguan                              | 06/25/2026 | 3,800.00     |
| 108763   | CALI12    | California Consulting Inc.                | 06/25/2026 | 4,900.00     |
| 108764   | CERTIFIX  | Certifix Live Scan                        | 06/25/2026 | 370.00       |
| 108765   | CINTAS    | Cintas Corporation #693                   | 06/25/2026 | 144.47       |
| 108766   | CONCE01   | Concentra                                 | 06/25/2026 | 223.00       |
| 108767   | COSTA01   | Costar Realty Information, Inc.           | 06/25/2026 | 460.41       |
| 108768   | DELONG    | Delong Unlimited                          | 06/25/2026 | 779.03       |

# Accounts Payable

## Checks by Date - Summary by Check Number

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Printed: 7/1/2026 9:20 AM



| Check No | Vendor No | Vendor Name                     | Check Date | Check Amount |
|----------|-----------|---------------------------------|------------|--------------|
| 108769   | DEMCOI    | Demco, Inc.                     | 06/25/2026 | 379.09       |
| 108770   | EWINGI    | Ewing Irrigation Products, Inc. | 06/25/2026 | 788.67       |
| 108771   | FRYMARKM  | Maricela Frymark                | 06/25/2026 | 93.53        |
| 108772   | GRAVAT01  | Heath Gravatt                   | 06/25/2026 | 133.88       |
| 108773   | Harvey    | Harvey Consulting Group, Inc.   | 06/25/2026 | 1,800.00     |
| 108774   | JOEAGO    | Joe A. Gonsalves & Son          | 06/25/2026 | 2,375.00     |
| 108775   | LEWISE    | Lewis Engraving, Inc.           | 06/25/2026 | 28.73        |
| 108776   | LIBRAR04  | Libraria                        | 06/25/2026 | 443.00       |
| 108777   | LIEBERT   | Liebert Cassidy Whitmore        | 06/25/2026 | 1,082.50     |
| 108778   | LOPEZJ01  | Jade Lopez                      | 06/25/2026 | 379.00       |
| 108779   | MAINTE01  | Maintex                         | 06/25/2026 | 31.84        |
| 108780   | MAVE01    | Maverick Networks, Inc          | 06/25/2026 | 150.00       |
| 108781   | NATION40  | Nationwide Fleet Installations  | 06/25/2026 | 55.00        |
| 108782   | OFFICE03  | ODP Business Solutions, LLC     | 06/25/2026 | 533.23       |
| 108783   | ORKINP    | Orkin Pest Control              | 06/25/2026 | 1,213.04     |
| 108785   | PYROSP    | Pyro-Spectaculars, Inc.         | 06/25/2026 | 20,075.00    |
| 108786   | SALGAD02  | Michele Salgado                 | 06/25/2026 | 825.00       |
| 108787   | SANTI11   | Jose Santiago                   | 06/25/2026 | 300.00       |
| 108788   | SCFUELS   | SC Fuels                        | 06/25/2026 | 9,313.50     |
| 108789   | SIERRA11  | Sierra Monrovia Chevrolet, LLC  | 06/25/2026 | 196.26       |
| 108790   | SILV01    | Randy Silva                     | 06/25/2026 | 303.84       |
| 108791   | SINATRA   | Sinatra Uniforms Inc            | 06/25/2026 | 403.84       |
| 108792   | SOUTH06   | South Coast AQMD                | 06/25/2026 | 1,167.46     |
| 108793   | SCE02     | Southern California Edison      | 06/25/2026 | 1,855.51     |
| 108794   | ULINE01   | Uline                           | 06/25/2026 | 1,107.92     |
| 108795   | VISION01  | Vision Service Plan - (CA)      | 06/25/2026 | 2,134.86     |
| 108796   | VITALS    | Vital Signs                     | 06/25/2026 | 165.75       |
| 108797   | HDSUP01   | WHITE CAP, L.P.                 | 06/25/2026 | 71.22        |
| 108798   | PROPRINT  | Pro Printing, Inc.              | 06/25/2026 | 488.71       |
| 108799   | ACCO01    | ACCO Engineered Systems         | 07/08/2026 | 2,556.00     |
| 108800   | Cat Spec  | Cat Specialities Inc            | 07/08/2026 | 1,452.28     |
| 108801   | CSG01     | CSG Consultants                 | 07/08/2026 | 1,080.00     |
| 108802   | DELONG    | DeLong Unlimited                | 07/08/2026 | 570.18       |
| 108803   | ELECN01   | Elecnor Belco Electric, Inc.    | 07/08/2026 | 60,909.02    |
| 108804   | GATECH01  | GA Technical Servies, Inc.      | 07/08/2026 | 495.00       |
| 108805   | GEOLOG    | Geologic Associates             | 07/08/2026 | 63,284.30    |
| 108806   | HAAKER    | Haaker Equipment Company        | 07/08/2026 | 13,254.00    |
| 108807   | HASA01    | Hasa Inc.                       | 07/08/2026 | 1,559.60     |
| 108808   | INTELL01  | Intelli-tech, Inc.              | 07/08/2026 | 12,566.06    |
| 108809   | ITERIS    | Iteris, Inc.                    | 07/08/2026 | 2,085.63     |
| 108810   | KAESER    | Kaeser & Blair                  | 07/08/2026 | 737.58       |
| 108811   | MIDAS     | Manuel C Muratalla              | 07/08/2026 | 1,543.32     |
| 108812   | MARIPO    | Mariposa Landscapes, Inc.       | 07/08/2026 | 9,196.00     |
| 108813   | PROFOR01  | ProForce Law Enforcement        | 07/08/2026 | 3,214.82     |
| 108814   | RANCHO01  | Rancho Duarte Florist           | 07/08/2026 | 466.18       |
| 108815   | ROYAL04   | Royal Industrial Electric       | 07/08/2026 | 1,183.76     |

# Accounts Payable

## Checks by Date - Summary by Check Number

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Printed: 7/1/2026 9:20 AM



| Check No                   | Vendor No | Vendor Name                    | Check Date | Check Amount |
|----------------------------|-----------|--------------------------------|------------|--------------|
| 108816                     | SCHOLA05  | Scholastic Inc.                | 07/08/2026 | 1,540.83     |
| 108817                     | SIERRA11  | Sierra Monrovia Chevrolet, LLC | 07/08/2026 | 241.06       |
| 108818                     | SWANK01   | Swank Motion Pictures, Inc.    | 07/08/2026 | 565.00       |
| 108819                     | TEAM10    | TeamCivX, LLC                  | 07/08/2026 | 7,500.00     |
| 108820                     | WALT01    | Walters Wholesale Electric Co. | 07/08/2026 | 2,130.82     |
| 108821                     | WESTCO05  | West Coast Arborists, Inc.     | 07/08/2026 | 21,307.55    |
| 108822                     | INDEPE    | Independent Cities Association | 07/08/2026 | 750.00       |
| 108823                     | SANGAB13  | San Gabriel Valley Council     | 07/08/2026 | 2,322.40     |
| 108824                     | SOUTH06   | South Coast AQMD               | 07/08/2026 | 176.41       |
| Report Total (147 checks): |           |                                |            | 456,697.67   |

CITY OF IRWINDALE  
PAYROLL WARRANT REGISTER  
June 2026

| Payroll Batch<br>DATE OF ISSUE<br>6/11/2026 | 406.06.2026, 410.06.2026, 411.06.2026, 412.06.2025<br>DEPARTMENT | AMOUNT       |
|---------------------------------------------|------------------------------------------------------------------|--------------|
|                                             | 11 City Council                                                  | 1,731.15     |
|                                             | 13 City Administrative Office                                    | 63,595.96    |
|                                             | 14 Finance Department                                            | 34,711.24    |
|                                             | 35 Police Department                                             | 266,141.25   |
|                                             | 40 Recreation Department                                         | 39,554.84    |
|                                             | 41 Aquatics Department                                           | 15,993.22    |
|                                             | 42 Senior Citizens' Center                                       | 20,778.76    |
|                                             | 44 Library                                                       | 20,863.58    |
|                                             | 51 Planning & Community Development                              | 34,379.73    |
|                                             | 52 Public Works - Engineering                                    | 36,993.82    |
|                                             | 57 Public Works - Services                                       | 61,719.86    |
|                                             | Gross Payroll                                                    | 596,463.41   |
|                                             | Required Deductions                                              | (170,541.21) |
|                                             | Voluntary Deductions                                             | (27,604.29)  |
|                                             | Net Payroll                                                      | 398,317.91   |

| Payroll Batch<br>DATE OF ISSUE<br>6/25/2026 | 420.06.2026<br>DEPARTMENT           | AMOUNT       |
|---------------------------------------------|-------------------------------------|--------------|
|                                             | 11 City Council                     | 8,810.97     |
|                                             | 13 City Administrative Office       | 62,808.94    |
|                                             | 14 Finance Department               | 28,867.29    |
|                                             | 15 Summer Youth                     | 5,040.43     |
|                                             | 35 Police Department                | 243,101.43   |
|                                             | 40 Recreation Department            | 43,610.13    |
|                                             | 41 Aquatics Department              | 30,592.45    |
|                                             | 42 Senior Citizens' Center          | 23,133.95    |
|                                             | 44 Library                          | 20,399.50    |
|                                             | 51 Planning & Community Development | 34,883.04    |
|                                             | 52 Public Works - Engineering       | 31,726.14    |
|                                             | 57 Public Works - Services          | 61,239.83    |
|                                             | Gross Payroll                       | 594,214.10   |
|                                             | Required Deductions                 | (165,070.57) |
|                                             | Voluntary Deductions                | (29,014.31)  |
|                                             | Net Payroll                         | 400,129.22   |

Item #9.C.

*City of*  
**IRWINDALE**  
**AGENDA REPORT**

---

Date: July 8, 2026

To: Honorable Mayor and Members of the City Council

From: Julian A. Miranda, City Manager

Issue: Agreement with the County of Los Angeles entitled 2024 State Homeland Security Program Sub-recipient Agreement and approval of purchase of Motorola portable radios and single-unit chargers using 2024 State Homeland Security program funds

---

**City Manager's Recommendation:**

**Adopt Resolution No. 2026-50-3861, entitled:** "A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF IRWINDALE TO: 1) APPROVE AND ACCEPT THE STATE HOMELAND SECURITY PROGRAM SUBRECIPIENT AGREEMENT GRANT YEAR 2024 BETWEEN COUNTY OF LOS ANGELES AND CITY OF IRWINDALE AND AUTHORIZE THE CITY MANAGER TO EXECUTE THE AGREEMENT; 2) APPROVE WAIVING THE FORMAL BIDDING PROCEDURES PURSUANT TO IRWINDALE MUNICIPAL CODE SECTION 3.44.080(C) AND AUTHORIZE THE CITY MANAGER TO EXECUTE THE AGREEMENT WITH MOTOROLA FOR PURCHASE OF PORTABLE RADIOS AND SINGLE-UNIT CHARGERS; AND 3) AUTHORIZE A BUDGET AMENDMENT TO RECORD THE \$50,000 APPROPRIATION AND RESPECTIVE REIMBURSEMENT REVENUE UNDER THE FEDERAL GRANTS FUND (31)".

**Administrative Action:**

**Submitted / Prepared by:**

Christopher P. Hofford, Chief of Police



**Reviewed by:**

Adrian R. Guerra, City Attorney

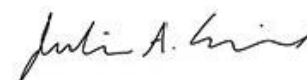


Kambiz Borhani, Finance Director / City Treasurer



**Approved by:**

Julian A. Miranda, City Manager



**Background and Analysis:**

A Homeland Security grant was established by the State, in part, to provide for the purchase of specialized equipment to enhance event and incident management and strengthen the ability of Law Enforcement to disrupt, deter, respond to and recover from terrorist acts. Equipment approved for purchase under this grant includes all-spectrum portable and mobile radios and single unit charger(s) in an amount not to exceed \$50,000.

The County of Los Angeles Board of Supervisors has accepted the 2024 State Homeland Security Program (SHSP) for the Los Angeles County Operational Area and received requisite State approvals to proceed with the allocation of funds to program recipients, such as Irwindale. In order to facilitate this effort, the County of Los Angeles requires a formal Sub-recipient Agreement (SRA) with the City of Irwindale, which outlines the requirements of the grant and provides the guidelines to follow for SHSP reimbursement of eligible expenses.

Funds for this grant originate from the U.S. Department of Homeland Security. Therefore, this grant is considered a federal award and must be accounted for in the City's Federal Grants Fund 31. An additional appropriation of \$50,000 is required to appropriate the budget in Fund 31 for this purchase. In addition, a revenue budget of \$50,000 is also required to account for the receipt of the grant revenue upon reimbursement.

**Fiscal Impact:**

Adoption of Resolution No. 2026-50-3861 authorizes a budget amendment to be made by recording the initial appropriation of \$50,000 used for the purchase of Motorola portable radios and single-unit chargers, and respective reimbursement revenue under the Federal Grants Fund (31).

**Attachments:**

|    |                             |
|----|-----------------------------|
| 1. | Resolution No. 2026-50-3861 |
|----|-----------------------------|

|    |                                            |
|----|--------------------------------------------|
| 2. | 24 SHSP-Subrecipient Agreement - Irwindale |
|----|--------------------------------------------|

**RESOLUTION NO. 2026-50-3861**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF IRWINDALE TO: 1) APPROVE AND ACCEPT THE STATE HOMELAND SECURITY PROGRAM SUBRECIPIENT AGREEMENT GRANT YEAR 2024 BETWEEN COUNTY OF LOS ANGELES AND CITY OF IRWINDALE AND AUTHORIZE THE CITY MANAGER TO EXECUTE THE AGREEMENT; 2) APPROVE WAIVING THE FORMAL BIDDING PROCEDURES PURSUANT TO IRWINDALE MUNICIPAL CODE SECTION 3.44.080(C), AND AUTHORIZE THE CITY MANAGER TO EXECUTE THE AGREEMENT WITH MOTOROLA FOR PURCHASE OF PORTABLE RADIOS AND SINGLE-UNIT CHARGERS; AND 3) AUTHORIZE A BUDGET AMENDMENT TO RECORD THE \$50,000 APPROPRIATION AND RESPECTIVE REIMBURSEMENT REVENUE UNDER THE FEDERAL GRANTS FUND (31)**

**WHEREAS**, a Homeland Security grant was established by the State, in part, to provide for the purchase of specialized equipment to enhance event and incident management and strengthen the ability of law enforcement to disrupt, deter, respond to and recover from terrorist acts; and

**WHEREAS**, the County of Los Angeles Board of Supervisors has accepted the 2024 State Homeland Security Program (SHSP) for the Los Angeles County Operational Area, which originates from the U.S. Department of Homeland Security, and received requisite State approvals to proceed with the allocation of funds to the City of Irwindale; and

**WHEREAS**, sub-recipient participation allows for the reimbursement of \$50,000 to purchase all-spectrum portable and mobile radios and single unit charger(s); and

**WHEREAS**, staff has determined that purchasing Motorola portable radios will provide the police department with the most familiar functionality and ensure operational efficiency with our current Motorola portable radios and consoles than other portable radios on the market; and

**WHEREAS**, Section 3.44.080(C) of the Irwindale Municipal Code defines “When the commodity can be obtained from only one vendor. A commodity shall be considered obtainable only from one vendor when only one vendor offers it for sale, lease or rental, or when only one vendor is able to do so within the time frame and/or under the terms and conditions which reasonably meet the needs of the using agency, or when there is a sole distributor or manufacturer of a product or service such that there is no acceptable substitute within a specific geographical area”; and

**NOW THEREFORE, THE CITY COUNCIL OF THE CITY OF IRWINDALE, CALIFORNIA, HEREBY RESOLVES, DETERMINES, AND ORDERS AS FOLLOWS:**

**SECTION 1.** The foregoing recitals are true and correct and incorporated herein by this reference.

**SECTION 2.** Approve and accept the State Homeland Security Program Subrecipient Agreement Grant Year 2024 between County of Los Angeles and City of Irwindale; and authorize the City Manager to sign the agreement.

**SECTION 3.** Approve waiving of formal bidding procedures pursuant to Irwindale Municipal Code Section 3.44.080(C) and authorize: 1) purchase of portable radios and single-unit chargers from Motorola, the sole distributor or manufacturer of these products; and 2) authorize the City Manager to execute an agreement for an amount not-to-exceed \$50,000.

**SECTION 4.** Approve and authorize a budget amendment to record the \$50,000 appropriation and respective reimbursement revenue under the Federal Grants Fund (31).

**SECTION 5.** The Chief Deputy City Clerk shall attest to the adoption of this resolution which shall, in turn, have immediate effect.

**PASSED, APPROVED AND ADOPTED** this 8<sup>th</sup> day of July 2026.

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Mayor  
ATTEST:

H. Manuel Ortiz,

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Laura M. Nieto, MMC  
Chief Deputy City Clerk

STATE OF CALIFORNIA            }  
COUNTY OF LOS ANGELES       } ss.  
CITY OF IRWINDALE            }

I, Laura M. Nieto, Chief Deputy City Clerk of the City of Irwindale, do hereby certify that the foregoing Resolution No. 2026-50-3861 was duly adopted by the City Council of the City of Irwindale at a regular meeting thereof held on the 8<sup>th</sup> day of July 2026, by the following vote:

AYES:                   Councilmembers:

NOES:                   Councilmembers:

ABSTAIN:               Councilmembers:

ABSENT:                Councilmembers:

Laura M. Nieto, MMC

\_\_\_\_\_  
Chief Deputy City Clerk

***State Homeland Security Program  
Subrecipient Agreement  
Grant Year 2024***

***Between the***

***County of Los Angeles***

***and the***

***City of Irwindale***

**SUBRECIPIENT AGREEMENT  
BETWEEN THE  
COUNTY OF LOS ANGELES  
AND  
THE CITY OF IRWINDALE**

THIS AGREEMENT ("Agreement") is made and entered into by and between the County of Los Angeles, a political subdivision of the State of California (the "County of Los Angeles"), and the City of Irwindale, a public agency (the "Subrecipient").

W I T N E S S E T H

WHEREAS, the U.S. Department of Homeland Security Title 2 Code of Federal Regulations (CFR) through the Office of Grants and Training (G&T), has provided financial assistance for the State Homeland Security Program (SHSP), Assistance Listings Number (formerly Catalog of Federal Domestic Assistance Number) 97.067 - Homeland Security Grant Program directly to the California Governor's Office of Emergency Services (Cal OES) for the 2024 SHSP, Federal Award Identification No. 037-00000, Federal Award dated October 28, 2024 with a performance period of September 1, 2024 to May 31, 2027. This Federal Award is not a R&D award; and

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

WHEREAS, this financial assistance is being provided to the Subrecipient in order to address the unique equipment, training, organization, exercise and planning needs of the Subrecipient, and to assist the Subrecipient in building effective prevention and protection capabilities to prevent, respond to, and recover from threats or acts of terrorism; and

WHEREAS, the County of Los Angeles as Subgrantee has obtained approval of the 2024 SHSP grant from Cal OES in the total amount of \$8,300,952; and

WHEREAS, the CEO now wishes to distribute 2024 SHSP grant funds to the Subrecipient in the amount of \$50,000, as further detailed in this Agreement; and

WHEREAS, the CEO is authorized to enter into subrecipient agreements with cities providing for re-allocation and use of these funds; and to execute all future amendments, modifications, extensions, and augmentations relative to the subrecipient agreements, as necessary; and

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

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

## SECTION I

### INTRODUCTION

#### §101. Parties to this Agreement

The parties to this Agreement are:

- A. County of Los Angeles, a political subdivision of the State of California, having its principal office at Kenneth Hahn Hall of Administration, 500 West Temple Street, Los Angeles, CA 90012; and
- B. City of Irwindale, a public agency, having its principal office at \_\_\_\_\_  
5050 N. Irwindale Ave., Irwindale CA 91706.

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

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

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

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

Ana Vazquez  
County of Los Angeles - Chief Executive Office  
500 West Temple Street, Room 796  
Los Angeles, CA 90012  
Phone: (213) 974-1178  
AVazquez@ceo.lacounty.gov

2. The representative of Subrecipient is:

|                       |                                |
|-----------------------|--------------------------------|
| Name and Title:       | Chris Hofford, Chief of Police |
| Organizational UEI #: | E9J2S6RNLAC1                   |
| Address:              | 5050 N. Irwindale Ave.         |
| City/State/Zip:       | Irwindale / CA / 91706         |
| Phone:                | (626) 430-2236                 |
| Email:                | chofford@irwindaleca.gov       |

With a copy to:

|                 |                             |
|-----------------|-----------------------------|
| Name and Title: | Jose Vargas, Lieutenant     |
| Organization:   | Irwindale Police Department |
| Address:        | 5050 N. Irwindale Ave.      |
| City/State/Zip: | Irwindale / CA / 91706      |
| Phone:          | (626) 430-2242              |
| Email:          | jvargas@irwindaleca.gov     |

- B. Formal notices, demands and communications to be given hereunder by either party must be made in writing and may be affected by personal delivery, regular U.S. Postal mail service and/or e-mail. In the event of personal delivery or email, the message will be deemed communicated upon receipt by the County of Los Angeles. In the event of mail service, the message will be deemed communicated as of the date of mailing.
- C. If the name and/or title of the person designated to receive the notices, demands or communications or the address of such person is changed, written notice must be given, in accord with this section, within five (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 County of Los Angeles. An employee of Subrecipient is not, and

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

§104. Conditions Precedent to Execution of This Agreement

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

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

SECTION II

TERM AND SERVICES TO BE PROVIDED

§201. Performance Period

The performance period of this Agreement is from September 1, 2024 to February 28, 2027, unless the County of Los Angeles, with Cal OES approval, provides written notification to the Subrecipient that the performance period has been extended, in which case the performance period will be so extended by such written notification, as provided in §503, below.

## §202. Use of Grant Funds

- A. Subrecipient and the County of Los Angeles have previously completed a mutually approved budget/expenditure plan, hereinafter "Budget," for the 2024 SHSP, which has been approved by Cal OES. This information is contained in a copy of the Final Grant Award Letter and Project Worksheet, attached hereto as Exhibit E.

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

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

- B. Subrecipient agrees that grant funds awarded will be used to supplement existing funds for program activities, and will not supplant (replace) non-Federal funds.
- C. Subrecipient must review the Federal Debarment Listing at <https://www.sam.gov/search/> prior to the purchase of equipment or services to ensure the intended vendor is not listed and also maintain documentation that the list was verified.
- D. Prior to the purchase of equipment or services utilizing a sole source contract or the receipt of single bid response of \$250,000.00 or more, justification must be presented to CEO, who upon review will request approval from Cal OES. Such approval in writing must be obtained prior to the commitment of funds.
- E. Subrecipient must provide any certifications or reports requested by the County of Los Angeles to the CEO indicating Subrecipient's performance under this Agreement, including progress on meeting program goals. Reports must be in the form requested by the County of Los Angeles, and must be provided by the fifteenth (15th) of the following month. Subrecipient is required to complete any survey requests requested by the County of Los Angeles. Subrecipient must also submit completed Project Claims for reimbursement immediately or a minimum on a quarterly basis, and no later than the date stated in §201, above.
- F. Subrecipient must provide an electronic copy of their Annual Single Audit Report, as required by Title 2 Code of Federal Regulations (C.F.R) Part 200, to the County of Los Angeles within 30 calendar days after receipt of the auditor's report(s). In the event the Subrecipient does not meet the Single Audit Threshold

expenditure amount in a fiscal year, the Subrecipient must provide the County of Los Angeles a copy of a letter sent to State Controller's Office noting the Single Audit Threshold was not met, and its exempt status within nine months after the end of the Subrecipient's fiscal year, unless otherwise approved by the County of Los Angeles.

- G. Subrecipient may be monitored by the County of Los Angeles on an annual basis to ensure compliance with Cal OES grant program requirements. The County of Los Angeles anticipates that said monitoring may include, at a minimum, one on-site visit during the term of this Agreement. Monitoring will utilize a Review Instrument (sample attached hereto as Exhibit H, and subject to periodic revisions) to evaluate compliance.
- H. Subrecipient must provide Corrective Action Plan(s) to CEO within thirty (30) days of any audit finding.
- I. Subrecipient use of the Los Angeles Regional Interoperable Communication System's Motorola Solutions, Incorporated Land Mobile Radio System Contract to purchase equipment is unallowable unless the Subrecipient can clearly demonstrate to CEO it meets one of the four federal exceptions to necessitate a noncompetitive procurement before issuance of any contract, amendment, or purchase order.
- J. Subrecipient shall not use grant funds to purchase, extend, or renew any Telecommunications and Video Surveillance services and equipment as substantial or essential component of any system, or as critical technology as part of any system which the Secretary of Defense, in consultation with Director of National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an owned, controlled by, or connected to the People's Republic of China such as and not limited to Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities); or Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities).
- K. Any equipment acquired pursuant to this Agreement must be authorized in the G&T Authorized Equipment List (AEL) available online at <https://www.fema.gov/authorized-equipment-list> and the Funding Guidelines of the 2024 SHSP Notice of Funding Opportunity, incorporated by reference, and attached hereto as Exhibit F. Subrecipient must provide the CEO a copy of its most current procurement guidelines and follow its own procurement requirements as long as they meet or exceed the minimum Federal requirements and any added Cal OES requirements. Federal procurement requirements for the 2024 SHSP can be found at Title 2 CFR Part 200.313.

Any equipment acquired or obtained with Grant Funds:

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

property, (j) and any ultimate disposition data including the date of disposal and sale price of the property. Records must be retained by the subrecipient pursuant to Title 2, Part 200.313 (d) (1) of the CFR.

4. All Equipment obtained under this Agreement must have an appropriate identification decal affixed to it, and, when practical, must be affixed where it is readily visible.
  5. A physical inventory of the Equipment must be taken by the Subrecipient and the results reconciled with the Equipment Listing at least once every two years or prior to any site visit by State or Federal auditors or County of Los Angeles monitors. The Subrecipient is required to have on file a letter certifying as to the accuracy of the Equipment Listing in the frequency as above, and provide to the CEO when requested.
- M. Any Planning paid pursuant to this Agreement must conform to the guidelines as listed in Exhibit F or subsequent grant year programs.
- N. Any Organization activities paid pursuant to this Agreement must conform to the guidelines as listed in Exhibit F.
- O. Any Training paid pursuant to this Agreement must conform to the guidelines as listed in Exhibit F, and must be first submitted to CEO and then pre-authorized by Cal OES. A catalog of federally approved and sponsored training courses is available at <https://www.firstrespondertraining.gov/frts/>.
- P. Any Exercise paid pursuant to this Agreement must conform to the guidelines as listed in Exhibit F. Detailed Homeland Security Exercise and Evaluation Program Guidance is available at <https://www.fema.gov/hseep>.
- Q. Any Personnel activities paid pursuant to this Agreement must conform to the guidelines as listed in Exhibit F.
- R. Subrecipient must provide to CEO a spending plan detailing the required steps and timeframes required to complete the approved projects within the grant timeframe. Subrecipient must submit the spending plan to CEO prior to final execution of this Agreement.
- S. Pursuant to this Agreement, indirect costs are not reimbursable.

### SECTION III

#### PAYMENT

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

- A. The County of Los Angeles will reimburse Subrecipient up to the maximum grant amount of \$50,000 as expenditures are incurred and paid by Subrecipient and all documentation is reviewed and approved by County of Los Angeles. All expenditures must be for the purchase of equipment, exercises, training, organization, and planning as described in Section II of this Agreement. The grant amount represents the amount allocated to Subrecipient in the 2024 SHSP Grant Award Letter from Cal OES.
- B. Subrecipient must submit reimbursement requests to the County of Los Angeles A-C Shared Services Division requesting payment as soon as a Project is completed and expenses are incurred and paid with the required supporting documentation; submission can be sent immediately or at a minimum on a quarterly basis, and no later than the date stated in §201, above. Each reimbursement request must be accompanied by the Reimbursement Form (sample attached hereto as Exhibit G, and subject to periodic revisions). All appropriate back-up documentation must be attached to the reimbursement form, including the method of procurement, bid documentation, purchase orders, invoices, report of goods received, and proof of payment.

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

For Exercise reimbursements, Subrecipient must enter the After Action Report (AAR) and Improvement Plan on the State Office of Domestic Preparedness secure portal within sixty (60) days following completion of the exercise and submit proof of prior State approval of the AAR with the reimbursement request.

For Planning reimbursements, Subrecipient must include a copy of the final tangible product.

- C. The County of Los Angeles may, at its discretion, reallocate unexpended grant funds to another subrecipient. Said reallocation may occur upon approval by the County of Los Angeles of a Subrecipient reimbursement submission, inquiry from the County of Los Angeles to the Subrecipient regarding fund utilization, or by written notification from the Subrecipient to the County of Los Angeles that a portion of the grant funds identified in

§301.A., above, will not be utilized. As provided in §503, below, any increase or decrease in the grant amount specified in §301.A., above, may be effectuated by a written notification by the County of Los Angeles to the Subrecipient.

- D. Payment of reimbursement request will be withheld by the County of Los Angeles until the County of Los Angeles has determined that Subrecipient has turned in all supporting documentation and completed the requirements of this Agreement.
- E. It is understood that the County of Los Angeles makes no commitment to fund this Agreement beyond the terms set forth herein.
- F. Funding for all periods of this Agreement is subject to continuing Federal appropriation of grant funds for this program. In the event of a loss or reduction of Federal appropriation of grant funds for this program, the Agreement may be terminated, or appropriately amended, immediately upon notice to Subrecipient of such loss or reduction of Federal grant funds.

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

## SECTION IV

### STANDARD PROVISIONS

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

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

#### §402. Applicable Law, Interpretation and Enforcement

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

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

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

§403. Integrated Agreement

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

§404. Breach

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

§405. Prohibition Against Assignment or Delegation

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

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

§406. Permits

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

§407. Nondiscrimination and Affirmative Action

Subrecipient must comply with the applicable nondiscrimination and affirmative action provisions of the laws of the United States of America, the State of California, and the County of Los Angeles. In performing this Agreement, Subrecipient must not discriminate in its employment practices against any employee or applicant for employment because of such person's race, religion,

national origin, ancestry, sex, sexual orientation, age, physical handicap, mental disability, marital status, domestic partner status or medical condition.

Subrecipient must comply with 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).

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

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

#### §408. Indemnification

Each of the parties to this Agreement is a public entity. This indemnity provision is written in contemplation of the provisions of Section 895.2 of the Government Code of the State of California, which impose certain tort liability jointly upon public entities, solely by reason of such entities being parties to an agreement, and the parties agree that this indemnity provision will apply and will be enforceable regardless of whether Section 895 et seq. is deemed to apply to this Agreement. The parties hereto, as between themselves, consistent with the authorization contained in Government Code Sections 895.4 and 895.6 agree to each assume the full liability imposed upon it or upon any of its officers, agents, or employees by law, for injury caused by a negligent or wrongful act or omission occurring in the performance of this Agreement, to the same extent that such liability would be imposed in the absence of Government Code Section 895.2.

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

#### §409. Conflict of Interest

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

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

B. Definitions:

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

C. The Subrecipient further covenants that no officer, director, employee, or agent may solicit or accept gratuities, favors, or anything of monetary value from any actual or potential subcontractor, supplier, a party to a sub agreement, (or persons who are otherwise in a position to benefit from the actions of any officer, employee, or agent).

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

#### §410. Restriction on Disclosures

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

#### §411. Statutes and Regulations Applicable To All Grant Contracts

- A. Subrecipient must comply with all applicable requirements of State, Federal, and County of Los Angeles laws, executive orders, regulations, program and administrative requirements, policies and any other requirements governing this Agreement. Subrecipient must comply with applicable State and Federal laws and regulations pertaining to labor, wages, hours, and other conditions of employment. Subrecipient must comply with new, amended, or revised laws, regulations, and/or procedures that apply to the performance of this Agreement.

These requirements include, but are not limited to:

1. CFR

Subrecipient must comply with Title 2 CFR Part 200.

2. Single Audit Act

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

3. Americans with Disabilities Act

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

4. Political and Sectarian Activity Prohibited

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

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

## 5. Records Inspection

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

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

## 6. Records Maintenance

Records, in their original form, must be maintained in accordance with requirements prescribed by the County of Los Angeles with respect to all matters specified in this Agreement. Original forms are to be maintained on file for all documents specified in this Agreement. Such records must be retained for a period five (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 County of Los Angeles may, at its discretion, take possession of, retain and audit said records. Records, in their original form pertaining to matters covered by this Agreement, must at all times be retained within the County of Los Angeles unless authorization to remove them is granted in writing by the County of Los Angeles.

## 7. Subcontracts and Procurement

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

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

## 8. Labor

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

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

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

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

## 9. Civil Rights

Subrecipient must, as applicable, comply with all Federal statutes relating to nondiscrimination. These include but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352), which prohibits discrimination on the basis of race, color or national origin; (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §§1681- 1683, and 1685- 1686), which prohibits discrimination on the basis of sex; (c) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. §794), which prohibits discrimination on the basis of disabilities; (d) the Age Discrimination Act of 1975, as amended (42 U.S.C. §§6101-6107), which prohibits discrimination on the basis of age; (e) the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse; (f) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism; (g) §§523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. §§290 dd-3 and 290 ee 3), as amended, relating to confidentiality of alcohol and drug abuse patient records; (h) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§3601 et seq.), as amended, relating to non-discrimination in the sale, rental or financing of housing; (i) any other nondiscrimination provisions in the specific statute(s) under which application for Federal assistance is being made; (j) the requirements of any other nondiscrimination statute(s) that may apply to the application; and (k) P.L. 93-348 regarding the protection of human

subjects involved in research, development, and related activities supported by this award of assistance.

#### 10. Environmental

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

Subrecipient must, as applicable, comply with environmental standards which may be prescribed pursuant to the following: (a) institution of environmental quality control measures under the National Environmental Policy Act of 1969 (P.L. 91-190) and Executive Order (EO) 11514; (b) notification of violating facilities pursuant to EO 11738; (c) protection of wetlands pursuant to EO 11990; (d) evaluation of flood hazards in floodplains in accordance with EO 11988; (e) assurance of project consistency with the approved State management program developed under the Coastal Zone Management Act of 1972 (16 U.S.C. §§1451 et seq.); (f) conformity of Federal actions to State (Clean Air) Implementation Plans under Section 176(c) of the Clean Air Act of 1955, as amended (42 U.S.C. §§7401 et seq.); (g) protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended (P.L. 93- 523); (h) protection of endangered species under the Endangered Species Act of 1973, as amended (P.L. 93205); and (i) Flood Disaster Protection Act of 1973 §102(a) (P.L. 93-234).

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

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

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

Subrecipient must, as applicable, ensure that the facilities under its ownership, lease or supervision that are utilized in the accomplishment of this project are not listed in the Environmental Protection Agency's (EPA) list of Violating Facilities and that it will notify the Federal Granter agency of the receipt of any communication from the Director of the EPA Office of Federal

Activities indicating that a facility to be used in the project is under consideration for listing by the EPA.

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

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

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

#### 11. Preservation

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

#### 12. Suspension, Debarment, Ineligibility and Voluntary Exclusion

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

#### 13. Drug-Free Workplace

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

#### 14. Lobbying Activities

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

#### 15. Miscellaneous

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

#### B. Statutes and Regulations Applicable To This Particular Grant Agreement

Subrecipient must comply with all applicable requirements of State and Federal laws, executive orders, regulations, program and administrative requirements, policies and any other requirements governing this particular grant program.

Subrecipient must, as applicable, comply with new, amended, or revised laws, regulations, and/or procedures that apply to the performance of this Agreement. These requirements include, but are not limited to:

Title 2 CFR Part 200; EO 12372; U.S. Department of Homeland Security, Office of State and Local Government Coordination and Preparedness, Office for Domestic Preparedness, ODP WMD Training Course Catalogue; and DOJ Office for Civil Rights.

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

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

Organizations; and Part 83, Government-Wide Requirements for a Drug Free Workplace (grants).

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

#### 1. Travel Expenses

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

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

### C. Compliance With Grant Requirements

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

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

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

#### D. Noncompliance With Grant Requirements

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

#### §412. Federal, State and Local Taxes

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

#### §413. Inventions, Patents and Copyrights

##### A. Reporting Procedure for Inventions

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

##### B. Rights to Use Inventions

As applicable, County of Los Angeles will have an unencumbered right, and a non-exclusive, irrevocable, royalty-free license to use, manufacture, improve upon, and allow others to do so for all government purposes, any Invention developed under this Agreement.

### C. Copyright Policy

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

### D. Rights to Data

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

### E. Obligations Binding on Subcontractors

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

#### §414. Child Support Assignment Orders

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

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

It is the policy of the County of Los Angeles to provide Minority Business Enterprises, Women Business Enterprises and all other business enterprises an equal opportunity to participate in the performance of all Subrecipient's contracts,

including procurement, construction and personal services. This policy applies to all of the Subrecipient's contractors and sub-contractors.

§416. Compliance with Fair Chance Employment Practices

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

§417. Method of Payment and Required Information

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

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

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

## SECTION V

### DEFAULTS, SUSPENSION, TERMINATION, AND AMENDMENTS

#### §501. Defaults

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

#### §502. Termination

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

#### §503. Amendments

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

## SECTION VI

### ENTIRE AGREEMENT

#### §601. Complete Agreement

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

§602. Number of Pages and Attachments

This Agreement may be executed utilizing wet, scanned digital, and electronic signatures, each of which is deemed to be an original. This Agreement includes (27) pages and (8) Exhibits which constitute the entire understanding and agreement of the parties.

[Remainder of this page intentionally left blank]

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

COUNTY OF LOS ANGELES

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

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

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

APPROVED AS TO FORM

DAWYN R. HARRISON  
County Counsel

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

CITY OF IRWINDALE

BY \_\_\_\_\_  
Julian A. Miranda / City Manager  
City Representative/Title (Signature) (Print Name) Date \_\_\_\_\_

APPROVED AS TO FORM

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

ATTEST

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

## EXHIBITS

|           |                                                                                                                      |
|-----------|----------------------------------------------------------------------------------------------------------------------|
| Exhibit A | Certification and Disclosure Regarding Lobbying                                                                      |
| Exhibit B | Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion Lower Tier Covered Transactions |
| Exhibit C | Certification Regarding Drug Free Workplace                                                                          |
| Exhibit D | Certification of Grant Assurances                                                                                    |
| Exhibit E | Final Grant Award Letter and Project Worksheet                                                                       |
| Exhibit F | 2024 Notice of Funding Opportunity & 2024 Cal OES Supplemental to Federal Notice of Funding Opportunity              |
| Exhibit G | Reimbursement Form and Instructions                                                                                  |
| Exhibit H | Monitoring Instrument                                                                                                |

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## Certification Regarding Lobbying

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

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

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

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



## Certification Regarding Lobbying

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

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

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

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

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

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

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

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

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

\_\_\_\_\_  
AGREEMENT NUMBER

\_\_\_\_\_  
CONTRACTOR/BORROWER/AGENCY

\_\_\_\_\_  
NAME AND TITLE OF AUTHORIZED REPRESENTATIVE

\_\_\_\_\_  
SIGNATURE

\_\_\_\_\_  
DATE

### **INSTRUCTIONS FOR CERTIFICATION**

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

STATE OF CALIFORNIA

**DRUG-FREE WORKPLACE CERTIFICATION**

STD. 21

COMPANY/ORGANIZATION NAME: City of Irwindale

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

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

**CERTIFICATION**

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

Julian A. Miranda

OFFICIAL'S NAME

DATE EXECUTED

Los Angeles

EXECUTED IN THE COUNTY OF

CONTRACTOR or RECEIPEINT SIGNATURE

City Manager

TITLE

95-6005899

FEDERAL I.D. NUMBER

## STATEMENT ON THE DRUG-FREE WORKPLACE

To comply with the enactment of Senate Bill 1120, (*Chapter 1170, Statutes of 1990*), which established the Drug-Free Workplace Act of 1990, the City of Irwindale  
(*your agency*)  
accordingly provides this statement of compliance.

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

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

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

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

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

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

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

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

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

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

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

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

### **Federal Regulations**

Government cost principles, uniform administrative requirements, and audit requirements for federal grant programs are set forth in Title 2, Part 200 of the Code of Federal Regulations (C.F.R.) and adopted by the Department of Homeland Security (DHS) at 2 C.F.R. Part 3002.10. Updates are issued by the [Office of Management and Budget \(OMB\)](http://www.whitehouse.gov/omb/) and can be found at <http://www.whitehouse.gov/omb/>.

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

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

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

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

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

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- (a) To provide all matching funds required for the grant project and that any cash match will be appropriated as required;
- (b) Any liability arising out of the performance of this agreement shall be the responsibility of the Applicant and the city council, governing board, or authorized body;
- (c) Grant funds shall not be used to supplant expenditures controlled by the city council, governing board, or authorized body;
- (d) The Applicant is authorized by the city council, governing board, or authorized body to apply for federal assistance, and the institutional, managerial and financial capability (including funds sufficient to pay the non-federal share of project cost, if any) to ensure proper planning, management and completion of the project described in this application; and
- (e) The official executing this agreement is authorized by the Applicant.

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

### **2. Period of Performance**

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

### **3. Lobbying and Political Activities**

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

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

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

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

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

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

#### **4. Debarment and Suspension**

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

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

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

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- (c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state, or local) with commission of any of the offenses enumerated in paragraph (4)(b) of this certification; and
- (d) Have not within a three-year period preceding this application had one or more public transaction (federal, state, or local) terminated for cause or default.

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

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

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

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

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

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

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

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

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

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

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

### **7. Environmental Standards**

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

- (a) The California Environmental Quality Act (CEQA) (California Public Resources Code §§ 21000-21177), to include coordination with the city or county planning agency;
- (b) CEQA Guidelines (California Code of Regulations, Title 14, Division 6, Chapter 3, §§ 15000-15387);
- (c) The Federal Clean Water Act (CWA) (33 U.S.C. § 1251 et seq.), which establishes the basic structure for regulating discharges of pollutants into the waters of the United States and regulating quality standards for surface waters;
- (d) The Federal Clean Air Act of 1955 (42 U.S.C. § 7401) which regulates air emissions from stationary and mobile sources;
- (e) Institution of environmental quality control measures under the National Environmental Policy Act (NEPA) of 1969 (P.L. 91-190); the Council on Environmental Quality Regulations for Implementing the Procedural Provisions of NEPA; and Executive Order 12898 which focuses on the environmental and human health effects of federal actions on minority and low-income populations with the goal of achieving environmental protection for all communities;
- (f) Evaluation of flood hazards in floodplains in accordance with Executive Order 11988;
- (g) Executive Order 11514 which sets forth national environmental standards;
- (h) Executive Order 11738 instituted to assure that each federal agency empowered to enter into contracts for the procurement of goods, materials, or services and each federal agency empowered to extend federal assistance by way of grant, loan, or contract shall undertake such procurement and assistance activities in a manner that will result in effective enforcement of the Clean Air Act and the Federal Water Pollution Control Act Executive Order 11990 which requires preservation of wetlands;
- (i) The Safe Drinking Water Act of 1974, (P.L. 93-523);
- (j) The Endangered Species Act of 1973, (P.L. 93-205);

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

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- (k) Assurance of project consistency with the approved state management program developed under the Coastal Zone Management Act of 1972 (16 U.S.C. §§1451 et seq.);
- (l) Conformity of Federal Actions to State (Clear Air) Implementation Plans under Section 176(c) of the Clean Air Act of 1955, as amended (42 U.S.C. §§7401 et seq.); and
- (m) The Wild and Scenic Rivers Act of 1968 (16 U.S.C. § 1271 et seq.) related to protecting components or potential components of the national wild and scenic rivers system.

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

### **8. Audits**

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

### **9. Cooperation and Access to Records**

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

### **10. Conflict of Interest**

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

### **11. Financial Management**

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

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

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### **12. Reporting - Accountability**

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

### **13. Whistleblower Protections**

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

### **14. Human Trafficking**

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

### **15. Labor Standards**

The Applicant will comply with the following federal labor standards:

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

### **16. Worker's Compensation**

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

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

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### **17. Property-Related**

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

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

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

For all construction projects, the Applicant will:

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

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

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

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

### **20. California Public Records Act and Freedom of Information Act**

The Applicant acknowledges that all information submitted in the course of applying for funding under this program, or provided in the course of an entity's grant management activities that are under Federal control, is subject to the Freedom of Information Act (FOIA), 5 U.S.C. § 552, and the California Public Records Act, California Government Code §7920.000 et seq. The Applicant should consider these laws and consult its own State and local laws and regulations regarding the release of information when reporting sensitive matters in the grant application, needs assessment, and strategic planning process.

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

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

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

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

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

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

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

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### **24. Copyright**

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

### **25. Duplicative Costs**

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

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

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

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

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

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

The Applicant must comply with Preference for United States Flag Air Carriers: (a list of certified air carriers can be found at: Certificated Air Carriers List | US Department of Transportation, <https://www.transportation.gov/policy/aviation-policy/certificated-air-carriers-list>) for international air transportation of people and property to the extent that such service is available, in accordance with the International Air Transportation Fair Competitive Practices Act of 1974 (49 U.S.C. § 40118) and the interpretative guidelines issued by the Comptroller General of the United States in the March 31, 1981, amendment to Comptroller General Decision B-138942.

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

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

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

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

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

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

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

### **32. SAFECOM**

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

### **33. Terrorist Financing**

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

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

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

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

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government-wide Award Term and Condition for Recipient Integrity and Performance Matters located at 2 C.F.R. Part 200, Appendix XII, the full text of which is incorporated here by reference in the award terms and conditions.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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



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

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### IMPORTANT

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

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

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

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

Applicant: City of Irwindale

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

Printed Name of Authorized Agent: Julian A. Miranda

Title: City Manager Date: \_\_\_\_\_



October 28, 2024

Fesia A. Davenport **DELIVERED VIA E-MAIL:** HSGA-CalOESGrantNotifications@ceo.lacounty.gov  
Chief Executive Officer  
Los Angeles County  
500 West Temple Street, Room 713  
Los Angeles, CA 90012

SUBJECT: **NOTIFICATION OF SUBRECIPIENT ALLOCATION**

Fiscal Year (FY) 2024 Homeland Security Grant Program (HSGP)  
Grant Subaward Period of Performance: 09/01/2024-05/31/2027

Dear Ms. Davenport:

We are pleased to announce the approval of your FY 2024 HSGP subaward in the amount of \$8,300,952.

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

Your organization will be required to prepare and submit the Biannual Strategy Implementation Report (BSIR) to Cal OES semi-annually for the duration of the subaward period of performance or until all activities are completed and the subaward is formally closed. Throughout the subaward cycle, milestones set in the BSIR will be used as indicators of project feasibility, performance, and grant management capacity.

This information may also be used in assessing proposals in future grant opportunities. Failure to submit required reports could result in subaward reduction, suspension, or termination.

Subrecipients must obtain additional approval **prior** to incurring costs for



3650 SCHRIEVER AVENUE, MATHER, CA 95655  
(916) 845-8506 TELEPHONE (916) 845-8511 FAX  
[www.CalOES.ca.gov](http://www.CalOES.ca.gov)

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

activities such as aviation, watercraft, allowability request logs, noncompetitive procurement, and projects requiring Environmental Planning and Historic Preservation review.

Next Steps:

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

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

Sincerely,



NANCY WARD  
Director

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

Fesia A. Davenport  
Los Angeles County

\_\_\_\_\_

Date

PROJECT LEDGER

City of Irwindale  
FY 2024 State Homeland Security Program (SHSP) Projects  
Cal OES ID: 037-00000  
Grant #: 2024-0088

|                |                     |
|----------------|---------------------|
| Ledger Type    | Initial Application |
| Date           | 3/12/2025           |
| Request #      | 0                   |
| POP Start Date | 9/1/2024            |
| POP End Date   | 5/31/2027           |

| IJ    | State Goals | Direct / Subaward | Project Number | Project Title            | Funding Source | Discipline | Solution Area | Core Capability            | Capability Building | Deployable / Shareable | Supports Previous Awarded Investment? | Total Budgeted Cost |
|-------|-------------|-------------------|----------------|--------------------------|----------------|------------|---------------|----------------------------|---------------------|------------------------|---------------------------------------|---------------------|
| IJ.06 | Goal #4     | Subaward          | 046            | LE Mobile Radios 2       | HSGP-SHSP      | LE         | Equipment     | Operational Communications | Build               | Deployable             | FY22; IJ#6                            | \$ 30,000           |
| IJ.06 | Goal #4     | Subaward          | 047            | LE All Spectrum Radios 1 | HSGP-SHSP      | LE         | Equipment     | Operational Communications | Build               | Deployable             | FY22; IJ#6                            | \$ 20,000           |

Total \$ 50,000

EQUIPMENT

City of Irwindale  
FY 2024 State Homeland Security Program (SHSP) Projects  
Cal OES ID: 037-00000  
Grant #: 2024-0088

|                |                     |
|----------------|---------------------|
| Ledger Type    | Initial Application |
| Date           | 3/12/2025           |
| Request #      | 0                   |
| POP Start Date | 9/1/2024            |
| POP End Date   | 5/31/2027           |

| Project Number | Equipment Description (Include Quantity)                                       | AEL #        | AEL Title                               | Funding Source | Discipline | Solution Area Sub-Category                  | Deployable / Shareable | Invoice Number | Vendor | ID Tag Number | Condition/ Disposition | Deployed Location | Acquisition Date | Noncompetitive Procurement over \$250K | Hold Trigger | Approval Date | Budgeted Cost |
|----------------|--------------------------------------------------------------------------------|--------------|-----------------------------------------|----------------|------------|---------------------------------------------|------------------------|----------------|--------|---------------|------------------------|-------------------|------------------|----------------------------------------|--------------|---------------|---------------|
|                |                                                                                |              |                                         |                |            |                                             |                        |                |        |               |                        |                   |                  |                                        |              |               | \$ 50,000.00  |
| 46             | Mobile P25 TDMA compliant radios                                               | 06CP-01-MOBL | Radio, Mobile                           | HSGP-SHSP      | LE         | 06 - Interoperable Communications Equipment | Deployable             |                |        |               |                        |                   |                  | No                                     | N/A          |               | \$ 30,000     |
| 47             | P25 TDMA compliant portable all spectrum/band radios and single unit chargers. | 06CP-01-PORT | Radio, Portable and single unit charger | HSGP-SHSP      | LE         | 06 - Interoperable Communications Equipment | Deployable             |                |        |               |                        |                   |                  | No                                     | N/A          |               | \$ 20,000     |

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

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

**Updates in Grant Application Forms:**

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

Additional Information can be found on Grants.gov: <https://www.grants.gov/forms/forms-development/planned-uei-updates>

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**A. Program Description****1. Issued By**

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

**2. Assistance Listings Number**

97.067

**3. Assistance Listings Title**

Homeland Security Grant Program

**4. Funding Opportunity Title**

Fiscal Year 2024 Homeland Security Grant Program (HSGP)

- State Homeland Security Grant Program (SHSP)
- Urban Area Security Initiative (UASI)
- Operation Stonegarden (OPSG)

**5. Funding Opportunity Number**

DHS-24-GPD-067-00-98

**6. Authorizing Authority for Program**

Section 2002 of the Homeland Security Act of 2002 (Pub. L. No. 107-296, as amended) (6 U.S.C. § 603)

**7. Appropriation Authority for Program**

Department of Homeland Security Appropriations Act, 2024, Pub. L. No. 118-47, Title III, Protection, Preparedness, Response, and Recovery (2024 DHS Appropriations Act)

**8. Announcement Type**

Initial

**9. Program Category**

Preparedness: Community Security

**10. Program Overview, Objectives, and Priorities****a. Overview**

The Fiscal Year (FY) 2024 Homeland Security Grant Program (HSGP) is one of the three grant programs that constitute the DHS/FEMA focus on enhancing the ability of state, local, tribal, and territorial governments, as well as nonprofits, to prevent, protect against, and respond to terrorist attacks. These grant programs are part of a comprehensive set of measures authorized by Congress and implemented by DHS to help strengthen the Nation's communities against potential terrorist attacks.

In FY 2024, there are three components of the HSGP:

- 1) ***State Homeland Security Program (SHSP)***: SHSP assists state, local, tribal, and territorial (SLTT) efforts to build, sustain, and deliver the capabilities necessary to prevent, prepare for, protect against, and respond to acts of terrorism.
- 2) ***Urban Area Security Initiative (UASI)***: UASI assists high-threat, high-density Urban Area efforts to build, sustain, and deliver the capabilities necessary to prevent, prepare for, protect against, and respond to acts of terrorism.
- 3) ***Operation Stonegarden (OPSG)***: OPSG supports enhanced cooperation and coordination among Customs and Border Protection (CBP), United States Border Patrol (USBP), and federal, state, local, tribal, and territorial law enforcement agencies to improve overall border security. OPSG provides funding to support joint efforts to secure the United States' borders along routes of ingress/egress to and from international borders, to include travel corridors in states bordering Mexico and Canada, as well as states and territories with international water borders. SLTT law enforcement agencies utilize their inherent law enforcement authorities to support the border security mission and do not receive any additional authority by participating in OPSG.

Finally, for FY 2024, DHS is focused on the criticality of information sharing and collaboration to building a national culture of preparedness and protecting against terrorism and other threats to our national security. The threats to our nation have evolved during the past two decades. We now face continuous cyber threats by sophisticated actors, threats to soft targets and crowded places, and threats from domestic violent extremists, who represent one of the most persistent threats to the nation<sup>1</sup>. Therefore, for FY 2024, DHS has identified six priority areas (see Section A.10.b) related to the most serious threats to the nation, as well as required minimum funding allocations.

For a full list of SHSP and UASI recipients and a breakdown of OPSG funding by state for FY 2023, please refer to [Information Bulletin \(IB\) 490a](#).

#### **b. Goals, Objectives, and Priorities**

**Goal:** The HSGP will fund SLTT efforts and strengthen capabilities of SLTT governments to prevent, prepare for, protect against, and respond to terrorist attacks and other threats and hazards that pose the greatest risk to the security of the United States.

**Objectives:** HSGP provides resources that support eligible SLTT governments; high-density urban areas, and SLTT law enforcement along international land/water borders and travel corridors in meeting the following objectives:

- Build and sustain core capabilities, including Law Enforcement and Terrorism Prevention Activities and the National Priority Areas (see priorities below);

---

<sup>1</sup>Strategic Intelligence Assessment and Data on Domestic Terrorism, Federal Bureau of Investigation and Department of Homeland Security, June 2023.

- Address capability gaps identified in their Threat and Hazard Identification and Risk Assessment (THIRA) and Stakeholder Preparedness Review (SPR) process; and
- Implement a comprehensive and coordinated approach to address enduring security needs of communities that includes planning, training and awareness campaigns, equipment and capital projects, and exercises.

**SHSP and UASI Funding Priorities:** Given the evolving national security threat landscape, DHS/FEMA has evaluated the national risk profile and set priorities that help inform appropriate allocation of scarce security dollars. In assessing the national risk profile for FY 2024, six National Priority Areas pose the most concern. Due to the unique threats that the nation faces in 2024, DHS/FEMA has determined that recipients should allocate a total of 30% of their SHSP and UASI award funds across these six priority areas. As indicated below, one of the priorities has a minimum spend requirement totaling 3% of SHSP and UASI awards. Recipients will have the flexibility to allocate the remaining 27% across the priorities. The following are the six priority areas for FY 2024, along with the minimum corresponding percentage of SHSP and UASI funds that each recipient will be required to allocate:

- 1) Enhancing the protection of soft targets/crowded places – no minimum percent
- 2) Enhancing information and intelligence sharing and analysis – no minimum percent
- 3) Combating domestic violent extremism – no minimum percent
- 4) Enhancing cybersecurity – no minimum percent
- 5) Enhancing community preparedness and resilience – no minimum percent
- 6) Enhancing election security – 3%

Additional information about these priority areas and how they relate to achieving anti-terrorism capabilities is included in Section D of this NOFO. Failure by a recipient to propose investments and projects that align with the priority areas and spending requirements will result in a recipient having a portion of their SHSP and UASI funds (up to 30%) placed on hold until they provide projects that sufficiently align to the National Priority Areas, and total at least the minimum percentages per National Priority Area (as applicable) and overall 30% of total SHSP and UASI funds.

A state or high-risk urban area must allocate the remaining 70% of their funding to addressing capability gaps (e.g., building/sustaining capability and/or closing capability gaps) identified through their THIRA/SPR process.

Likewise, there are several enduring security needs that crosscut the homeland security enterprise to which recipients should consider allocating funding across core capability gaps and national priorities. The following are enduring needs that help recipients implement a comprehensive approach to securing communities:

- 1) Effective planning<sup>2</sup>;
- 2) Training and awareness campaigns;
- 3) Equipment and capital projects; and
- 4) Exercises.

The table below provides a breakdown of the FY 2024 SHSP and UASI priorities (the focus of OPSG remains unique to border security), showing the core capabilities enhanced and lifelines supported, as well as examples of eligible project types for each area. More information on allowable investments can be found in the Section D.13 “Funding Restrictions and Allowable Costs” below and in the [Preparedness Grants Manual](#) (FM-207-23-001). DHS/FEMA anticipates that in future years, national priorities will continue to be included and will be updated as the threats evolve and as capability gaps are closed. Applicants are strongly encouraged to begin planning to sustain existing capabilities through funding mechanisms other than DHS preparedness grants. The example project types in the table below are allowable to prepare for disasters unrelated to acts of terrorism as long as they also help achieve target capabilities related to preventing, preparing for, protecting against, or responding to acts of terrorism.

### FY 2024 SHSP and UASI Funding Priorities

*All priorities in this table concern the Safety and Security Lifelines.*

| Priority Areas                                           | Core Capabilities                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           | Example Project Types                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        |
|----------------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>National Priorities</b>                               |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              |
| Enhancing Cybersecurity                                  | <ul style="list-style-type: none"> <li>• Cybersecurity</li> <li>• Intelligence and information sharing</li> <li>• Planning</li> <li>• Public information and warning</li> <li>• Operational coordination</li> <li>• Screening, search, and detection</li> <li>• Access control and identity verification</li> <li>• Supply chain integrity and security</li> <li>• Risk management for protection programs and activities</li> <li>• Long-term vulnerability reduction</li> <li>• Situational assessment</li> <li>• Infrastructure systems</li> <li>• Operational communications</li> </ul> | <ul style="list-style-type: none"> <li>• Cybersecurity risk assessments</li> <li>• Migrating online services to the “.gov” internet domain</li> <li>• Projects that address vulnerabilities identified in cybersecurity risk assessments               <ul style="list-style-type: none"> <li>○ Improving cybersecurity of critical infrastructure to meet minimum levels identified by the <a href="#">Cybersecurity and Infrastructure Security Agency</a> and the <a href="#">National Institute of Standards and Technology Cybersecurity Framework (Version 1.1)</a></li> <li>○ Adoption of cybersecurity performance goals (<a href="#">CISA's Cross-Sector Cybersecurity Performance Goals</a>)</li> </ul> </li> <li>• Cybersecurity training and planning</li> </ul> |
| Enhancing the Protection of Soft Targets/ Crowded Places | <ul style="list-style-type: none"> <li>• Operational coordination</li> <li>• Public information and warning</li> <li>• Intelligence and information sharing</li> <li>• Interdiction and disruption</li> </ul>                                                                                                                                                                                                                                                                                                                                                                               | <ul style="list-style-type: none"> <li>• Operational overtime. For more information on operational overtime, see Section D of this NOFO.</li> <li>• Physical security enhancements               <ul style="list-style-type: none"> <li>○ Security cameras (closed-circuit television [CCTV])</li> <li>○ Security screening equipment for people and baggage</li> </ul> </li> </ul>                                                                                                                                                                                                                                                                                                                                                                                          |

<sup>2</sup>Including assessment of critical infrastructure system vulnerabilities and plans to reduce consequences of disruptions, using the Infrastructure Resilience Planning Framework and Regional Resiliency Assessment Methodology produced by the Cybersecurity and Infrastructure Security Agency.

| Priority Areas                                              | Core Capabilities                                                                                                                                                                                                                                                                                                                                                                      | Example Project Types                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      |
|-------------------------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
|                                                             | <ul style="list-style-type: none"> <li>• Screening, search, and detection</li> <li>• Access control and identity verification</li> <li>• Physical protective measures</li> <li>• Risk management for protection programs and activities</li> </ul>                                                                                                                                     | <ul style="list-style-type: none"> <li>◦ Lighting</li> <li>◦ Access controls</li> <li>◦ Fencing, gates, barriers, etc.</li> <li>• Unmanned Aircraft Systems and detection technologies</li> </ul>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          |
| Enhancing information and intelligence sharing and analysis | <ul style="list-style-type: none"> <li>• Intelligence and information sharing</li> <li>• Interdiction and disruption</li> <li>• Planning</li> <li>• Public information and warning</li> <li>• Operational coordination</li> <li>• Risk management for protection programs and activities</li> </ul>                                                                                    | <ul style="list-style-type: none"> <li>• Fusion Center projects</li> <li>• Information sharing with all DHS components; fusion centers; other operational, investigative, and analytic entities; and other federal law enforcement and intelligence entities</li> <li>• Cooperation with DHS officials and other entities designated by DHS in intelligence, threat recognition, assessment, analysis, and mitigation</li> <li>• Identification, assessment, and reporting of threats of violence</li> <li>• Intelligence analysis training and planning</li> <li>• Coordinating the intake, triage, analysis, and reporting of tips/ leads and suspicious activity, to include coordination with the <a href="#">Nationwide Suspicious Activity Reporting (SAR) Initiative (NSI)</a></li> </ul>                                                                                                                                                                                                                           |
| Combating Domestic Violent Extremism                        | <ul style="list-style-type: none"> <li>• Interdiction and disruption</li> <li>• Intelligence and information sharing</li> <li>• Planning</li> <li>• Public information and warning</li> <li>• Operational coordination</li> <li>• Risk management for protection programs and activities</li> </ul>                                                                                    | <ul style="list-style-type: none"> <li>• Open-source analysis of disinformation and misinformation campaigns, targeted violence and threats to life, including tips/leads, and online/social media-based threats</li> <li>• Sharing and leveraging intelligence and information, including open-source analysis</li> <li>• Development, implementation, and execution of threat assessment and management programs to identify, evaluate, and analyze indicators and behaviors indicative of terrorism and targeted violence</li> <li>• Training, awareness, and outreach programs to help identify and prevent radicalization, and report potential instances of terrorism and targeted violence</li> </ul>                                                                                                                                                                                                                                                                                                               |
| Enhancing Community Preparedness and Resilience             | <ul style="list-style-type: none"> <li>• Planning</li> <li>• Public Information and Warning</li> <li>• Community Resilience</li> <li>• Risk Management for Protection Programs and Activities</li> <li>• Mass Care Services</li> <li>• Intelligence and Information Sharing</li> <li>• Risk and Disaster Resilience Assessment</li> <li>• Long Term Vulnerability Reduction</li> </ul> | <ul style="list-style-type: none"> <li>• Establish, train, and maintain Community Emergency Response Teams (CERT) and Teen CERT, with a focus on historically underserved communities, including procurement of appropriate tools, equipment, and training aides <ul style="list-style-type: none"> <li>◦ Local delivery of CERT Train-the-Trainer and CERT Program Manager to build local program training and maintenance capacity</li> </ul> </li> <li>• Provide continuity training, such as FEMA's Organizations Preparing for Emergency Needs training, to faith-based organizations, local businesses, and community-based organizations, such as homeless shelters, food pantries, nonprofit medical providers, and senior care facilities to bolster their resilience</li> <li>• Partner with local school districts to deliver the Student Tools for Emergency Planning curriculum or other educational programming to guide students on how to create emergency kits and family communications plans</li> </ul> |

| Priority Areas              | Core Capabilities                                                                                                                                                                                                                                                                                                          | Example Project Types                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     |
|-----------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
|                             |                                                                                                                                                                                                                                                                                                                            | <ul style="list-style-type: none"> <li>• Partner with key stakeholders to assist with completing the Emergency Financial First Aid Kit or a similar tool to bolster the disaster centric financial resilience of individuals and households</li> <li>• Execute <a href="#">You are the Help Until the Help Arrives</a> workshops in concert with community-based organizations to bolster individual preparedness</li> <li>• Target youth preparedness using FEMA programing such as Prepare with Pedro resources and Ready2Help</li> <li>• Promote community planning, coordination, and integration of children's needs during emergencies through workshops like FEMA's Integrating the Needs of Children</li> <li>• Community Mapping: identify community resources and characteristics in order to identify gaps in resources, identify hazards and vulnerabilities, and inform action to promote resilience</li> <li>• Provide training and awareness programs with key stakeholders (e.g., through social media, community and civic organizations, etc.) to educate the public on misinformation and disinformation campaigns to increase individual and community resilience</li> <li>• Support integrated and cross-jurisdictional preparedness planning that considers how the community develops networks of information-sharing and collaboration among community-based organizations and government institutions to enable a quicker recovery from multiple threats, including terrorist actions</li> </ul> |
| Enhancing Election Security | <ul style="list-style-type: none"> <li>• Cybersecurity</li> <li>• Intelligence and information sharing</li> <li>• Planning</li> <li>• Long-term vulnerability reduction</li> <li>• Situational assessment</li> <li>• Infrastructure systems</li> <li>• Operational coordination</li> <li>• Community resilience</li> </ul> | <ul style="list-style-type: none"> <li>• Physical security planning support</li> <li>• Physical/site security measures – e.g., locks, shatter proof glass, alarms, access controls, etc.</li> <li>• General election security navigator support</li> <li>• Cyber navigator support</li> <li>• Cybersecurity risk assessments, training, and planning</li> <li>• Projects that address vulnerabilities identified in cybersecurity risk assessments</li> <li>• Iterative backups, encrypted backups, network segmentation, software to monitor/scan, and endpoint protection</li> <li>• Distributed Denial of Service protection</li> <li>• Migrating online services to the “.gov” internet domain</li> <li>• Online harassment and targeting prevention services</li> <li>• Public awareness/preparedness campaigns discussing election security and integrity measures</li> </ul>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       |
| <b>Enduring Needs</b>       |                                                                                                                                                                                                                                                                                                                            |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           |
| Planning                    | <ul style="list-style-type: none"> <li>• Planning</li> <li>• Risk management for protection programs and activities</li> <li>• Risk and disaster resilience assessment</li> <li>• Threats and hazards identification</li> <li>• Operational coordination</li> </ul>                                                        | <ul style="list-style-type: none"> <li>• Development of: <ul style="list-style-type: none"> <li>○ Security Risk Management Plans</li> <li>○ Threat Mitigation Plans</li> <li>○ Continuity of Operations Plans</li> <li>○ Response Plans</li> <li>○ Vulnerability Assessments</li> </ul> </li> </ul>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       |

| Priority Areas                 | Core Capabilities                                                                                                                                                                                                                                                                                                             | Example Project Types                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               |
|--------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
|                                | <ul style="list-style-type: none"> <li>Community resilience</li> </ul>                                                                                                                                                                                                                                                        | <ul style="list-style-type: none"> <li>Assessments should consider the impacts of climate change on investments to close identified security gaps<sup>3</sup></li> <li>Efforts to strengthen governance integration between/among regional partners</li> <li>Joint training and planning with DHS officials and other entities designated by DHS</li> <li>Cybersecurity training and planning</li> <li>Revision of existing plans to strengthen community resilience in underserved communities</li> </ul>                                                                                                                                                                                                                                                          |
| Training and Awareness         | <ul style="list-style-type: none"> <li>Long-term vulnerability reduction</li> <li>Public information and warning</li> <li>Operational coordination</li> <li>Situational assessment</li> <li>Community resilience</li> </ul>                                                                                                   | <ul style="list-style-type: none"> <li>Active shooter training, including integrating the needs of persons with disabilities</li> <li>Intelligence analyst training</li> <li>SAR and terrorism indicators/behaviors training</li> <li>Security training for employees</li> <li>Public awareness/preparedness campaigns</li> <li>Cybersecurity training and planning</li> <li>Sharing and leveraging intelligence and information</li> <li>Targeted outreach and preparedness training for underserved communities in conjunction with community-based organizations</li> </ul>                                                                                                                                                                                      |
| Equipment and Capital Projects | <ul style="list-style-type: none"> <li>Long-term vulnerability reduction</li> <li>Infrastructure systems</li> <li>Operational communications</li> <li>Interdiction and disruption</li> <li>Screening, search and detection</li> <li>Access control and identity verification</li> <li>Physical protective measures</li> </ul> | <ul style="list-style-type: none"> <li>Protection of high-risk, high-consequence areas or systems that have been identified through risk assessments</li> <li>Physical security enhancements <ul style="list-style-type: none"> <li>Security cameras (CCTV)</li> <li>Security screening equipment for people and baggage</li> <li>Lighting</li> <li>Access Controls <ul style="list-style-type: none"> <li>Fencing, gates, barriers, etc.</li> </ul> </li> </ul> </li> <li>Enhancing Weapons of Mass Destruction and/or improvised explosive device prevention, detection, and response capabilities <ul style="list-style-type: none"> <li>Chemical/Biological/Radiological/Nuclear/Explosive detection, prevention, and response equipment</li> </ul> </li> </ul> |
| Exercises                      | <ul style="list-style-type: none"> <li>Long-term vulnerability reduction</li> <li>Operational coordination</li> <li>Operational communications</li> <li>Community resilience</li> </ul>                                                                                                                                       | <ul style="list-style-type: none"> <li>Response exercises, including exercise planning with community-based organizations</li> </ul>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |

For FY 2024, each SHSP and UASI recipient is required to submit an Investment Justification (IJ) for the National Priority Area with a minimum spend requirement (Enhancing Election Security). The investment must also account for at least the relevant minimum percentage (totaling 3%) of the applicant's SHSP and UASI allocation. State Administrative Agencies (SAAs) may submit complete project-level information at the time of application, including the National Priority Area IJs, but

<sup>3</sup> For more information on considering the impacts of climate change, please see [Executive Order 14008, Tackling the Climate Crisis at Home and Abroad](#) and [Executive Order 14030, Climate-Related Financial Risk](#)

are not required to do so. *As a reminder, all SHSP- and UASI-funded projects must have a demonstrated nexus to achieving target capabilities related to preventing, preparing for, protecting against, and responding to acts of terrorism.* However, such projects may simultaneously support enhanced preparedness for disasters unrelated to acts of terrorism.

DHS/FEMA also requires SHSP and UASI recipients (states, territories, and high-risk urban areas) to complete a THIRA/SPR and prioritize grant funding to support building capability and/or closing capability gaps or sustaining capabilities that address national priorities and/or support enduring needs. Additional information on the THIRA/SPR process, including other National Preparedness System tools and resources, can be found at [National Preparedness System | FEMA.gov](#). Detailed information on THIRA/SPR timelines and deadlines can be found in the [Preparedness Grants Manual](#).

**OPSG Funding Priorities:** The table below provides a breakdown of the FY 2024 OPSG funding priority, which remains focused on and unique to border security.

#### FY 2024 OPSG Funding Priority

| Priority Areas                                                                                                    | Core Capabilities                                                                      | Lifelines                                                             | Example Project Types                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 |
|-------------------------------------------------------------------------------------------------------------------|----------------------------------------------------------------------------------------|-----------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>National Priorities</b>                                                                                        |                                                                                        |                                                                       |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       |
| Enhancing information and intelligence sharing and analysis, and cooperation with federal agencies, including DHS | <ul style="list-style-type: none"> <li>Intelligence and information sharing</li> </ul> | <ul style="list-style-type: none"> <li>Safety and Security</li> </ul> | <ul style="list-style-type: none"> <li>Participation in the DHS/ICE 287(g) training program</li> <li>Information sharing with all DHS components; fusion centers; other operational, investigative, and analytic entities; and other federal law enforcement and intelligence entities</li> <li>Cooperation with DHS officials and other entities designated by DHS in intelligence, threat recognition, assessment, analysis, and mitigation</li> <li>Identification, assessment, and reporting of threats of violence</li> <li>Joint intelligence analysis training and planning with DHS officials and other entities designated by DHS</li> </ul> |

For FY 2024, each OPSG applicant is required to clearly articulate and identify how the Concept of Operations addresses the national priority identified above.

**c. Alignment to Program Purpose and the DHS and FEMA Strategic Plan**

Among the five basic homeland security missions noted in the [DHS Strategic Plan for Fiscal Years 2020-2024](#), the HSGP supports the goal to Strengthen National Preparedness and Resilience.

The [2022-2026 FEMA Strategic Plan](#) outlines three goals designed to position FEMA to address the increasing range and complexity of disasters, support the diversity of communities we serve, and complement the nation's growing expectations of the emergency management community. The HSGP supports FEMA's efforts to achieve

equitable outcomes for those we serve (Goal 1) and to promote and sustain a prepared nation (Goal 3). We invite our stakeholders and partners to also adopt these priorities and join us in building a more prepared and resilient nation.

## 11. Performance Measures

Performance metrics for this program:

### SHSP and UASI:

- Percentage of funding allocated by the recipient to core capabilities to build or sustain national priorities identified in the section above
- Percentage of funding and projects allocated by the recipient that align to capability gaps identified through the THIRA/SPR process
- Percentage of projects identified by the recipient that address a capability gap in a core capability that has a target(s) rated as high

FEMA will calculate and analyze the above metrics through a review of state/territory and urban area SPR submissions and required programmatic reports.

### OPSG:

- Number of contacts that occurred as a result of OPSG deployments
  - Number of arrests that resulted from OPSG contacts
  - Value of drug seizures that resulted from OPSG contacts

## B. Federal Award Information

1. Available Funding for the NOFO: \$1,008,000,000

| HSGP Programs | FY 2024 Allocation     |
|---------------|------------------------|
| SHSP          | \$373,500,000          |
| UASI          | \$553,500,000          |
| OPSG          | \$81,000,000           |
| <b>Total</b>  | <b>\$1,008,000,000</b> |

### SHSP Allocations

For FY 2024, DHS/FEMA will award SHSP funds based on DHS/FEMA's relative risk methodology and statutory minimums pursuant to the *Homeland Security Act of 2002*, as amended. ***THIRA/SPR results do not impact grant allocations or awards.***

Each state and territory will receive a minimum allocation under the SHSP using thresholds established in the *Homeland Security Act of 2002*, as amended. All 50 States, the District of Columbia, and the Commonwealth of Puerto Rico will receive 0.35% of the total funds allocated for grants under Section 2003 and Section 2004 of the *Homeland Security Act of 2002*, as amended. Each of the four territories (American Samoa, Guam, the Northern Mariana Islands, and the U.S. Virgin Islands) will receive a minimum allocation of 0.08% of the total funds allocated for grants under Sections 2003 and 2004 of the *Homeland Security Act of 2002*, as amended.

Each state must include a separate IJ for the National Priority Area with a minimum spend requirement (Enhancing Election Security). ***All projects related to the minimum spend for the National Priority Area must be included in the IJ.*** For this National Priority Area with a minimum spend percentage requirement, the funding level in that National Priority Area investment **must equal or exceed 3%**, calculated as a percentage of the state's SHSP allocation in the table below. The funding levels across all six National Priority Areas **must equal or exceed 30%** of the total SHSP allocation.

### FY 2024 SHSP Allocations

| State/Territory      | FY 2024 Allocation | State/Territory          | FY 2024 Allocation   |
|----------------------|--------------------|--------------------------|----------------------|
| Alabama              | \$4,362,750        | Montana                  | \$4,362,750          |
| Alaska               | \$4,362,750        | Nebraska                 | \$4,362,750          |
| American Samoa       | \$997,200          | Nevada                   | \$4,362,750          |
| Arizona              | \$4,362,750        | New Hampshire            | \$4,362,750          |
| Arkansas             | \$4,362,750        | New Jersey               | \$6,367,357          |
| California           | \$51,332,060       | New Mexico               | \$4,362,750          |
| Colorado             | \$4,362,750        | New York                 | \$61,229,940         |
| Connecticut          | \$4,362,750        | North Carolina           | \$4,576,849          |
| Delaware             | \$4,362,750        | North Dakota             | \$4,362,750          |
| District of Columbia | \$4,576,849        | Northern Mariana Islands | \$997,200            |
| Florida              | \$8,409,514        | Ohio                     | \$5,571,852          |
| Georgia              | \$4,759,790        | Oklahoma                 | \$4,362,750          |
| Guam                 | \$997,200          | Oregon                   | \$4,362,750          |
| Hawaii               | \$4,362,750        | Pennsylvania             | \$7,322,627          |
| Idaho                | \$4,362,750        | Puerto Rico              | \$4,362,750          |
| Illinois             | \$12,505,419       | Rhode Island             | \$4,362,750          |
| Indiana              | \$4,362,750        | South Carolina           | \$4,362,750          |
| Iowa                 | \$4,362,750        | South Dakota             | \$4,362,750          |
| Kansas               | \$4,362,750        | Tennessee                | \$4,362,750          |
| Kentucky             | \$4,362,750        | Texas                    | \$16,389,406         |
| Louisiana            | \$4,362,750        | U.S. Virgin Islands      | \$997,200            |
| Maine                | \$4,362,750        | Utah                     | \$4,362,750          |
| Maryland             | \$6,367,357        | Vermont                  | \$4,362,750          |
| Massachusetts        | \$5,571,852        | Virginia                 | \$7,322,627          |
| Michigan             | \$4,576,849        | Washington               | \$5,571,852          |
| Minnesota            | \$4,362,750        | West Virginia            | \$4,362,750          |
| Mississippi          | \$4,362,750        | Wisconsin                | \$4,362,750          |
| Missouri             | \$4,362,750        | Wyoming                  | \$4,362,750          |
| <b>Total</b>         |                    |                          | <b>\$373,500,000</b> |

### **UASI Allocations**

Eligible candidates for the FY 2024 UASI program are identified in the table below. Eligibility has been determined through an analysis of relative risk of terrorism faced by the 100 most populous Metropolitan Statistical Areas (MSA) in the United States, in accordance with the *Homeland Security Act of 2002*, as amended. Detailed information on MSAs is publicly available from the United States Census Bureau at [Metropolitan and Micropolitan \(census.gov\)](https://www.census.gov). ***THIRA/SPR results do not impact grant allocations or awards.***

The Metropolitan Areas Standardization and Protection (MAPS) Act of 2021 (P.L. 117-219) prohibits automatically updating core-based statistical areas, which are used to delineate MSAs, for grantmaking. The MAPS Act requires that FEMA issue notice-and-comment rulemaking to make any changes. Should changes be necessary in FY 2024, FEMA will issue notice-and-comment rulemaking within the statutorily defined guidelines.

The following table identifies the UASI allocations for each high-risk urban area based on DHS/FEMA's relative risk methodology pursuant to the *Homeland Security Act of 2002*, as amended.

In its application, each high-risk urban area, through the state, must include a separate IJ for the National Priority Area with a minimum spend requirement (Enhancing Election Security). ***All projects related to the minimum spend for the National Priority Area must be included in the IJ.*** For the National Priority Area with a minimum spend percentage requirement, the funding level in that National Priority Area investment ***must equal or exceed 3%***, calculated as a percentage of the urban area's UASI allocation in the table below. The funding levels across all six National Priority Areas ***must equal or exceed 30%*** of the total UASI allocation.

**FY 2024 UASI Allocations**

| State/Territory      | Funded Urban Area           | FY 2024 UASI Allocation |
|----------------------|-----------------------------|-------------------------|
| Arizona              | Phoenix Area                | \$4,712,190             |
| California           | Anaheim/Santa Ana Area      | \$4,712,190             |
|                      | Bay Area                    | \$32,754,895            |
|                      | Los Angeles/Long Beach Area | \$59,395,378            |
|                      | Riverside Area              | \$3,500,484             |
|                      | Sacramento Area             | \$3,410,728             |
|                      | San Diego Area              | \$14,760,877            |
| Colorado             | Denver Area                 | \$3,500,484             |
| District of Columbia | National Capital Region     | \$45,201,207            |
| Florida              | Jacksonville Area           | \$1,346,340             |
|                      | Miami/Fort Lauderdale Area  | \$13,040,425            |
|                      | Orlando Area                | \$3,410,728             |
|                      | Tampa Area                  | \$3,410,728             |
| Georgia              | Atlanta Area                | \$6,911,212             |

| State/Territory | Funded Urban Area                | FY 2024 UASI Allocation |
|-----------------|----------------------------------|-------------------------|
| Hawaii          | Honolulu Area                    | \$1,346,340             |
| Illinois        | Chicago Area                     | \$59,395,378            |
| Indiana         | Indianapolis Area                | \$1,476,785             |
| Louisiana       | New Orleans Area                 | \$1,476,785             |
| Maryland        | Baltimore Area                   | \$3,410,728             |
| Massachusetts   | Boston Area                      | \$14,941,233            |
| Michigan        | Detroit Area                     | \$4,712,190             |
| Minnesota       | Twin Cities Area                 | \$4,712,190             |
| Missouri        | Kansas City Area                 | \$1,476,785             |
|                 | St. Louis Area                   | \$3,410,728             |
| Nevada          | Las Vegas Area                   | \$4,712,190             |
| New Jersey      | Jersey City/Newark Area          | \$16,722,687            |
| New York        | New York City Area               | \$156,131,176           |
| North Carolina  | Charlotte Area                   | \$3,410,728             |
| Ohio            | Cincinnati Area                  | \$1,476,785             |
|                 | Cleveland Area                   | \$1,476,785             |
|                 | Columbus Area                    | \$1,346,340             |
| Oregon          | Portland Area                    | \$3,410,728             |
| Pennsylvania    | Philadelphia Area                | \$14,941,233            |
|                 | Pittsburgh Area                  | \$1,476,785             |
| Tennessee       | Nashville Area                   | \$1,346,340             |
| Texas           | Austin Area                      | \$1,500,000             |
|                 | Dallas/Fort Worth/Arlington Area | \$14,941,233            |
|                 | Houston Area                     | \$21,748,776            |
|                 | San Antonio Area                 | \$3,410,728             |
| Virginia        | Hampton Roads Area               | \$3,410,728             |
| Washington      | Seattle Area                     | \$5,609,750             |
| <b>Total</b>    |                                  | <b>\$553,500,000</b>    |

### **OPSG Allocations**

For FY 2024, DHS/FEMA will award OPSG funds based on risk and the anticipated effectiveness of the proposed use of grant funds upon completion of the application review process. The FY 2024 OPSG risk assessment is designed to identify the risk to border security and to assist with the distribution of funds for the grant program. Funding under OPSG is distributed based on the risk to the security of the border and the effectiveness of the proposed projects. Entities eligible for funding are the state, local, and tribal law enforcement agencies that are located along the border of the United States. DHS/FEMA will make final award determinations based upon a review of the anticipated effectiveness of the

state's application as described in Section D, below. ***The THIRA/SPR process is not required for OPSG.***

For the purposes of OPSG, the risk is defined as the potential for an adverse outcome assessed as a function of threats, vulnerabilities, and consequences associated with an incident, event, or occurrence.

Based upon ongoing intelligence analysis and extensive security reviews, DHS/CBP continues to focus the bulk of OPSG funds based upon risk analyses. The risk model used to allocate OPSG funds considers the potential risk that certain threats pose to border security and estimates the relative risk faced by a given area. In evaluating risk, DHS/CBP considers intelligence, situational awareness, criminal trends, and statistical data specific to each of the border sectors, and the potential impacts that these threats pose to the security of the border area. For vulnerability and consequence, DHS/CBP considers the expected impact and consequences of successful border events occurring in specific areas.

Threat and vulnerability are evaluated based on specific operational data from DHS/CBP. Threat components present in each of the sectors are used to determine the overall threat score. These components are terrorism, criminal aliens, drug trafficking organizations, and alien smuggling organizations.

Effectiveness of the proposed investments will be evaluated based on the recipient's investment strategy, budget, collaboration, and past performance.

2. Projected Number of Awards 56
3. Period of Performance: 36 months

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

4. Projected Period of Performance Start Date(s): 09/01/2024
5. Projected Period of Performance End Date(s): 08/31/2027

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

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

7. Funding Instrument Type: Grant

**C. Eligibility Information**

**1. Eligible Applicants**

***The SAA is the only entity eligible to submit HSGP applications to DHS/FEMA, including those applications submitted on behalf of UASI and OPSG applicants.*** All 56 states and territories, including any state of the United States, the District of Columbia, the

Commonwealth of Puerto Rico, the U.S. Virgin Islands, Guam, American Samoa, and the Commonwealth of the Northern Mariana Islands, are eligible to apply for SHSP funds. Tribal governments may not apply directly for HSGP funding; however, funding may be available to tribes through the SAA.

## 2. Applicant Eligibility Criteria

The SAA is the only eligible applicant.

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

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

## 3. Subawards and Beneficiaries

### a. Subaward Allowability

Subawards are allowed under the HSGP. The recipient (the SAA) is awarded, and then any funds passed through to other state or local entities (subrecipients) are considered subawards.

### b. Subrecipient Eligibility

Eligible high-risk urban areas for the FY 2024 UASI program have been determined through an analysis of relative risk of terrorism faced by the 100 most populous MSAs in the United States. Subawards will be made by the SAAs to the designated high-risk urban areas.

For 2024, each SAA is **strongly encouraged** to re-evaluate its process for collecting and evaluating subaward applications. FEMA encourages each SAA to minimize the type and quantity of information that it collects as part of the subaward application process, in order to decrease the overall financial and time burden associated with applying for subawards under this grant program. Each SAA should review its subaward application and reduce or eliminate the request for any information that is not needed for legal, financial, or oversight purposes.

In FY 2024, OPSG eligible subrecipients are local units of government at the county level or equivalent level of government and federally recognized tribal governments in states bordering Canada or Mexico and states and territories with international water borders. All applicants must have active ongoing USBP operations coordinated through a CBP sector office to be eligible for OPSG funding.

In FY 2024, OPSG subrecipients eligible to apply for and receive a subaward directly from the SAAs are divided into three Tiers. Tier 1 entities are local units of government at the county level or equivalent and federally recognized tribal governments that are on a physical border in states bordering Canada, states bordering Mexico, and states and territories with international water borders. Tier 2 eligible subrecipients are those not located on the physical border or international water but are contiguous to a Tier 1 county. Tier 3 eligible subrecipients are those not located on the physical border or international water but are contiguous to a Tier 2 eligible subrecipient. The tier structure is only applicable with regard to eligibility. OPSG funding allocations are based on the assessed border security risks as determined by the USBP.

**c. *Other Subaward Information***

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

- Section D.4 “Requirements: Obtain a Unique Entity Identifier (UEI) and Register in the System for Award Management”;
- Section D.10.b “Program-Specific Required Forms and Information”;
- Section D.13 “Funding Restrictions and Allowable Costs”;
- Section F.2 “Pass-Through Requirements”;
- Section F.3.b “Ensuring the Protection of Civil Rights”;
- Section F.5 “Monitoring and Oversight”;
- Section G.1.f “Environmental Planning and Historic Preservation”;
- Section H.1 “Terminations Provisions”;
- Section H.2 “Program Evaluation”; and
- Section H.3 “Financial Assistance Programs for Infrastructure.”

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

**d. *Beneficiaries or Participants***

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

**4. Other Eligibility Criteria/Restrictions**

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

Prior to allocation of any federal preparedness awards, recipients must ensure and maintain adoption and implementation of NIMS, including implementation of important operational systems defined under NIMS, such as the Incident Command System (ICS). The list of objectives used for progress and achievement reporting is on FEMA’s website at <https://www.fema.gov/emergency-managers/nims/implementation-training>.

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

**b. *Emergency Management Assistance Compact (EMAC) Membership***

In support of the National Preparedness Goal (the Goal), SHSP recipients must belong to, be in, or act as a temporary member of the EMAC, except for the American Samoa and the Commonwealth of the Northern Mariana Islands, which are not required to belong to the EMAC at this time. All assets supported in part or entirely with FY 2024 HSGP funding must be readily deployable and NIMS-typed, when possible, 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, interoperable communications systems, capabilities as defined under the Mitigation Mission Area of the Goal, and fusion centers.

**c. *Law Enforcement Terrorism Prevention Activities (LETPA)***

Per section 2006 of the Homeland Security Act of 2002, as amended (6 U.S.C. § 607), DHS/FEMA is required to ensure that at least 25% of grant funding appropriated for grants awarded under HSGP's authorizing statute are used for LETPAs. ***For FY 2024, DHS/FEMA is requiring that at least 35% of grant funding appropriated under HSGP is used for LETPA.*** DHS/FEMA meets this requirement, in part, by requiring all recipients allocate at least 35% of the combined HSGP funds allocated under SHSP and UASI towards LETPAs, as defined in 6 U.S.C. § 607. The LETPA allocation can be from SHSP, UASI, or both. The 35% LETPA allocation may be met by funding projects in any combination of the six National Priority Areas identified above and any other investments. The 35% LETPA allocation requirement is in addition to the 80% pass-through requirement to local units of government and tribes, referenced below. [Information Bulletin \(IB\) 485](#) includes the most up-to-date information on project selection considerations and allowable activities for LETPA investments and compliments [IB 473](#). Both IBs are applicable to the FY 2024 HSGP NOFO. More information on allowable investments can also be found in the Allowable Costs Matrix section below.

The [National Prevention Framework](#) describes those activities that should be executed upon the discovery of intelligence or information regarding an imminent threat to the homeland, to thwart an initial or follow-on terrorist attack and provides guidance to ensure the Nation is prepared to identify, prevent, avoid, or stop a threatened or actual act of terrorism. Activities outlined in the National Prevention Framework are eligible for use as LETPA-focused funds. Also, where capabilities are shared with the protection mission area, the National Protection Framework activities are also eligible. All other terrorism prevention activities proposed for funding under LETPA must be approved by the FEMA Administrator.

In support of efforts to enhance capabilities for detecting, deterring, disrupting, and preventing acts of terrorism and other catastrophic events, **operational overtime costs are allowable** for increased protective security measures at critical infrastructure sites or other high-risk locations and to enhance public safety during mass gatherings and

high-profile events. More information about operational overtime costs can be found in Section D.13 “Funding Restrictions and Allowable Costs” below.

## 5. Cost Share or Match

There is no cost share or match requirements for the FY 2024 HSGP.

## D. Application and Submission Information

### 1. Key Dates and Times

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

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

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

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

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

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

- c. *Anticipated Funding Selection Date:* No later than August 23, 2024
- d. *Anticipated Award Date:* No later than September 30, 2024

**e. Other Key Dates:**

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

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

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

**3. Address to Request Application Package**

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

**4. Requirements: Obtain a Unique Entity Identifier (UEI) and Register in the System for Award Management ([SAM.gov](https://sam.gov))**

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

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

Lower-tier subrecipients (meaning entities receiving funds passed through by a higher-tier subrecipient) are not required to have a UEI and are not required to register in SAM.

Applicants are also not permitted to require subrecipients to complete a full registration in SAM beyond obtaining the UEI.

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

Applying for an award under this program is a multi-step process and requires time to complete. Applicants are encouraged to register early as the registration process can take four weeks or more to complete. Therefore, registration should be done in sufficient time to

ensure it does not impact your ability to meet required submission deadlines. Please review the table above for estimated deadlines to complete each of the steps listed. Failure of an applicant to comply with any of the required steps before the deadline for submitting an application may disqualify that application from funding.

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

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

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

Per 2 C.F.R. § 25.110(c)(2)(iii), if an applicant is experiencing exigent circumstances that prevents it from obtaining an UEI number and completing SAM registration prior to receiving a federal award, the applicant must notify FEMA as soon as possible by contacting [fema-grants-news@fema.dhs.gov](mailto:fema-grants-news@fema.dhs.gov) and providing the details of the circumstances that prevent completion of these requirements. If FEMA determines that there are exigent circumstances and FEMA has decided to make an award, the applicant will be required to obtain an UEI number, if applicable, and complete SAM registration within 30 days of the federal award date.

## 6. Electronic Delivery

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

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

## 7. How to Register to Apply

### a. General Instructions:

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

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

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

### b. Obtain an UEI Number:

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

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

### c. Obtain Employer Identification Number

All entities applying for funding must provide an Employer Identification Number (EIN). The EIN can be obtained from the IRS by visiting:

<https://www.irs.gov/businesses/small-businesses-self-employed/apply-for-an-employer-identification-number-ein-online>.

### d. Create a login.gov account:

Applicants must have a login.gov account in order to register with SAM or update their SAM registration. Applicants can create a login.gov account here:

[https://secure.login.gov/sign\\_up/enter\\_email?request\\_id=34f19fa8-14a2-438c-8323-a62b99571fd3](https://secure.login.gov/sign_up/enter_email?request_id=34f19fa8-14a2-438c-8323-a62b99571fd3).

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

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

**e. Register with SAM:**

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

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

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

**I. ADDITIONAL SAM REMINDERS**

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

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

**II. HELP WITH SAM**

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

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

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

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

- Google Chrome
- Internet Explorer
- Mozilla Firefox
- Apple Safari
- Microsoft Edge

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

**8. Submitting the Application**

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

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

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

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

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

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

## 10. Content and Form of Application Submission

### a. *Standard Required Application Forms and Information*

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

The following forms or information are required to be submitted via FEMA GO. The Standard Forms (SF) are also available at <https://grants.gov/forms/forms-repository/sf-424-family>

- **SF-424, Application for Federal Assistance**
- **Grants.gov Lobbying Form, Certification Regarding Lobbying**
- **SF-424A, Budget Information (Non-Construction)**
  - **For construction under an award, submit SF-424C, Budget Information (Construction),** in addition to or instead of SF-424A
- **SF-424B, Standard Assurances (Non-Construction)**
  - **For construction under an award, submit SF-424D, Standard Assurances (Construction),** in addition to or instead of SF-424B
- **SF-LLL, Disclosure of Lobbying Activities**

### b. *Program-Specific Required Forms and Information*

The following program-specific forms or information are required to be submitted in [FEMA GO](#):

- Investment Justification (SHSP and UASI)
- Concept of Operations (OPSG)
- Operations Orders (OPSG)
- Detailed Budgets

### I. **IJ DEVELOPMENT: SHSP AND UASI**

As part of the FY 2024 HSGP application process for SHSP and UASI funds, applicants must develop formal IJs that address the proposed investments. Failure to fulfill all of the terms contained in this section will be considered by DHS/FEMA in its evaluation of the effectiveness of the IJs submitted to meet the minimum percent spend requirement for the National Priority Areas. Failure to sufficiently align projects to the National Priority Areas and meet the minimum percent spend requirement will result in funds being placed on hold until those issues are addressed.

FY 2024 SHSP and UASI applications must include one (1) IJ and at least one (1) respective project for the one National Priority Area with a minimum spend requirement (Enhancing Election Security) identified in this NOFO. This IJ must also meet or exceed the minimum percent spend requirement based on the

applicant's SHSP and UASI allocation stated in this NOFO. ***All projects associated with the minimum spend of a National Priority Area must be submitted in the same IJ.*** SAAs may submit complete project-level information at the time of application but are not required to do so at the time of application. However, any SHSP or UASI application that does not include IJs that (1) meet the minimum spend requirement for the Enhancing Election Security priority area and (2) meet the overall 30% spending requirement across the National Priority Areas will have that funding placed on hold (up to the National Priority Area minimum percent and up to 30% of the total SHSP or UASI allocations) until those IJs and project-level details that sufficiently address the National Priority Areas are received and approved by DHS/FEMA.

Each IJ must *demonstrate* how proposed investments:

- i. Support terrorism preparedness; and
- ii. Support building capability and/or closing capability gaps or sustaining capabilities identified in the community's THIRA/SPR process.

Each IJ must *explain* how the proposed investments will support the applicant's efforts to:

- i. Prevent a threatened or an actual act of terrorism;
- ii. Prepare for all hazards and threats, while explaining the nexus to terrorism preparedness;
- iii. Protect citizens, residents, visitors, and assets against the greatest threats and hazards, relating to acts of terrorism; and/or
- iv. Respond quickly and equitably to save lives, protect property and the environment, and meet basic human needs in the aftermath of an act of terrorism or other catastrophic incidents.

If not included in the application, SHSP and UASI recipients must submit complete project-level information for each SHSP and UASI IJ as part of the Biannual Strategic Implementation Report (BSIR) due by January 30, 2025. This includes IJs for the National Priority Areas.

DHS/FEMA will evaluate the effectiveness of the projects submitted in support of the National Priority Areas, either at the time of application or as part of the December 2024 BSIR due January 30, 2025. DHS/FEMA will not reduce FY 2024 HSGP awards based on the effectiveness review but will work with recipients to ensure compliance with the National Priority Area requirements based on the results of the effectiveness review. Recipients and subrecipients will not be permitted to expend funding under the National Priority Areas until the effectiveness of the proposed projects has been reviewed and confirmed by FEMA.

## II. DEVELOPMENT OF INVESTMENTS AND PROJECTS: SHSP AND UASI

- i. Applicants must propose at least two (2) and may include up to 12 investments.
- ii. Within each investment, applicants must propose at least one project to describe the activities they plan to implement with SHSP and UASI funds. There is no limit to the number of projects that may be submitted.
- iii. Required National Priority Area IJs must include the name of the priority in the investment name for easy identification.
- iv. All requested funding must be associated with specific projects. For each project, several pieces of information must be provided to submit the project for consideration in the application, including:
  - Project name;
  - Project description;
  - Subrecipient name, if applicable;
  - Recipient type (e.g., state or local);
  - Project location (zip code of the primary location of the project);
  - Primary core capability the project supports;
  - Whether the project activities are shareable and deployable; and
  - Which National Priority Area (if any) the project supports.
- v. Projects should describe how the proposed investment supports building capability and/or closing capability gaps or sustaining capabilities identified in the THIRA/SPR process.
- vi. FEMA encourages states to use any DHS provided assessments, such as those performed by DHS's Protective Security Advisors and Cybersecurity Advisors, when developing their IJs.

## III. NATIONAL PRIORITY AREA INVESTMENTS: SHSP AND UASI

States are encouraged to review the [Strategic Framework for Countering Terrorism and Targeted Violence](#) when developing investments.

### **Soft Targets/Crowded Places (no minimum percent)**

Soft targets and crowded places are increasingly appealing to terrorists and other violent extremist actors because of their relative accessibility and the large number of potential targets. This challenge is complicated by the prevalent use of simple tactics and less sophisticated attacks. Segments of our society are inherently open to the general public, and by nature of their purpose do not incorporate strict security measures. Given the increased emphasis by terrorists and other violent extremist actors to leverage less sophisticated methods to inflict harm in public areas, it is vital that the public and private sectors collaborate to enhance security of locations such as transportation centers, parks, restaurants, shopping centers, special event venues, polling places, and similar facilities. Additionally, it is important that personnel responding to incidents at these locations are trained on key operational systems, such as ICS, to ensure proper

command, control, and coordination of on-scene incident management.

The malicious use of unmanned aircraft systems poses a threat to the safety and security of the American people, communities, and institutions. Technologies to detect or mitigate unmanned aircraft systems are an allowable use under the HSGP in accordance with the Domestic Counter-Unmanned Aircraft Systems (UAS) National Action Plan. Recipients should ensure that, prior to the testing, acquisition, installation, or use of UAS detection and/or mitigation systems, they seek the advice of counsel experienced with both federal and state criminal, surveillance, and communications laws which may apply to the use of such technologies.

While not required, applicants are encouraged to submit an investment related to protecting soft targets/crowded places. The proposed investment will be subject to DHS/FEMA's evaluation of the effectiveness of the proposed investments. States are encouraged to engage DHS' Protective Security Advisors' security assessments of soft targets to ensure that recommendations from those assessments are taken into consideration when allocating grant funding.

Additional resources and information regarding securing soft targets and crowded places are available through the [Cybersecurity and Infrastructure Security Agency](#) and the [National Institute of Standards and Technology](#).

#### **Information and Intelligence Sharing (no minimum percent)**

Effective homeland security operations rely on access to, analysis of, and the timely sharing of open source, unclassified, and classified information, suspicious activity reports, tips/leads, and actionable intelligence on indicators and behaviors to accurately identify, assess, and mitigate a wide array of threats against the United States, including terrorism, threats to life, targeted violence, and other threats within the DHS mission space. Accordingly, DHS works diligently to enhance intelligence collection, integration, analysis, and information sharing capabilities to ensure partners, stakeholders, and senior leaders receive actionable intelligence and information necessary to inform their decisions and operations. A critical and statutorily charged mission of DHS is to deliver intelligence and information to federal, state, local, tribal, and territorial governments and private sector partners. Cooperation and information sharing among state, local, tribal, territorial, and federal partners across all areas of the homeland security enterprise, including counterterrorism, while upholding privacy, civil rights, and civil liberties protections, is critical to homeland security operations and the prevention of, preparation for, protection against, and response to acts of terrorism, and other threats to life and criminal acts of targeted violence. Counterterrorism includes both international and domestic terrorism, cybersecurity, border security, transnational organized crime, immigration enforcement, economic security, and other areas.

While there is no minimum spend for this National Priority Area, applicants are required to include at least one dedicated fusion center project under this priority area. Additional instructions on development of the fusion center project can be found below. Applicants must justify persuasively how they will contribute to the information sharing and collaboration purposes of the investment and a culture of national preparedness. The proposed investment will be subject to DHS/FEMA's evaluation of the effectiveness of the proposed investments.

Additional resources and information regarding collaboration and information sharing are available through the Department's [Office of Intelligence and Analysis](#).

### **Domestic Violent Extremism (no minimum percent)**

As stated in the [Homeland Threat Assessment 2024](#), terrorism, including domestic violent extremism, remains a top threat to the Homeland. Domestic violent extremists capitalize on social and political tensions, which have resulted in an elevated threat environment. They utilize social media platforms and other technologies to spread violent extremist ideologies that encourage violence and influence action within the United States.

While not required, applicants are encouraged to submit an investment related to combatting the rise, influence, and spread of domestic violent extremism. Investments under this priority may include the development, implementation, and execution of prevention-focused program and initiatives, such as threat assessment and management programs to identify, evaluate, and analyze indicators and behaviors indicative of terrorism and targeted violence. The investment will be subject to DHS/FEMA's evaluation of the effectiveness of the proposed investments.

Additional resources and information regarding domestic violent extremism are available through [Center for Prevention Programs and Partnerships | Homeland Security \(dhs.gov\)](#).

### **Cybersecurity (no minimum percent)**

Today's world is more interconnected than ever before, but with increased connectivity comes increased risk of our adversaries, including terrorists, exploiting cyber vulnerabilities and weaknesses to disrupt our way of life. While not required, applicants are encouraged to submit an investment related to their ongoing or near-term high priority cybersecurity projects. The investment will be subject to DHS/FEMA's evaluation of the effectiveness of the proposed investments.

Cybersecurity investments must support the security and functioning of critical infrastructure and core capabilities as they relate to preventing, preparing for, protecting against, or responding to acts of terrorism. Recipients of FY 2024 HSGP grant awards who do not accept the funding allocated to them through the

FY 2024 State and Local Cybersecurity Grant Program (SLCGP) will be required to complete the 2024 [Nationwide Cybersecurity Review](#) (NCSR), enabling agencies to benchmark and measure progress of improving their cybersecurity posture. Completion of the NCSR is optional for all other recipients of FY 2024 HSGP funding. The Chief Information Officer (CIO), Chief Information Security Officer (CISO), or equivalent for each recipient should complete the NCSR. If there is no CIO or CISO, the most senior cybersecurity professional should complete the assessment. The NCSR is available at no cost to the user and takes approximately 2-3 hours to complete. The 2024 NCSR is estimated to be open from October 2024 through February 2025.

The NCSR is an annual requirement for recipients of SLCGP grant awards (and for those HSGP recipients who do not accept their allocated SLCGP funding) and is taken once for each fiscal year award.

Additional resources and information regarding cybersecurity and cybersecurity performance goals are available through the [Cybersecurity and Infrastructure Security Agency, Cross-Sector Cybersecurity Performance Goals | CISA](#), and the [National Institute of Standards and Technology](#).

### **Community Preparedness and Resilience (no minimum percent)**

Community organizations are the backbones of American civic life, both during “blue skies” and in the aftermath of terrorist attacks. Community organizations, such as homeless shelters, food banks, public libraries, faith-based institutions, and nonprofit medical providers must have the capabilities to withstand acts of terrorism and provide essential services, especially to members of underserved communities, in the aftermath of an attack. In addition, individual citizens and volunteer responders, such as Community Emergency Response Teams, are often the first on the scene after a terrorist attack. The ability of these volunteers to provide assistance to their fellow citizens prior to the arrival of professional first responders is paramount to a community’s resilience. According to FEMA’s [2023 National Household Survey](#), only 57% of adults have taken at least three preparedness actions to bolster individual and household resilience. . In addition, the COVID-19 pandemic has placed a significant burden on community-based organizations such as homeless shelters, food banks, public libraries, faith-based institutions, and nonprofit medical providers to continue to provide key services during and after disasters, including acts of terrorism. This National Priority Area will bolster community preparedness and resilience by investing in local, community-driven capabilities.

Additionally, equity in emergency management requires proactively prioritizing actions that reinforce cultural competency, accessibility, and inclusion, as well as reflect the historical context of specific groups of people. To that end, states, territories, and high-risk urban areas are strongly encouraged to explore how SHSP- and UASI-funded activities can address the needs of underserved, at-risk communities to help ensure consistent and systematic, fair, just, and impartial

treatment of all individuals before, during, and after a disaster, consistent with applicable law.

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

While not required, applicants are encouraged to submit an investment related to addressing community preparedness and resilience. The investment will be subject to DHS/FEMA's evaluation of the effectiveness of the proposed investments.

Additional resources and information regarding community preparedness and resilience are available through [Individuals and Communities | FEMA.gov](#).

### **Election Security (3%)**

In January 2017, DHS designated the infrastructure used to administer the Nation's elections as critical infrastructure. This designation recognizes that the United States' election infrastructure is of such vital importance to the American way of life that its incapacitation or destruction would have a devastating effect on the country. Additionally, the [Homeland Threat Assessment 2024](#) indicates that electoral processes remain an attractive target for many adversaries.

Securing election infrastructure, ensuring its continued operation in the face of threats and harassment, advancing the safety of election officials, and ensuring an election free from foreign interference are national security priorities. Threats to election systems are constantly evolving, so defending these systems requires constant vigilance, innovation, and adaptation. As such, at least one (1) investment must be in support of the state's and high-risk urban area's efforts to enhance physical election security and/or cyber election security. Additionally, the proposed investment must meet or exceed the FY 2024 national priority percentage for election security and will also be subject to DHS/FEMA's evaluation of the effectiveness of the proposed investments.

The SAA **must** coordinate with the State’s Chief Election Official for all projects and matters related to the election security National Priority Area. ***Any activities proposed that could be used to suppress voter registration or turnout will not be approved.***

Additional resources and information regarding election security are available through the [Cybersecurity and Infrastructure Security Agency](#).

#### IV. DEVELOPMENT OF FUSION CENTER PROJECTS: SHSP AND UASI

Each applicant must identify a fusion center project that will:

- i. Indicate alignment to a designated Fusion Center; and
- ii. Provide both a brief narrative description and funding itemization for the proposed project activities that directly support the designated fusion center.

The descriptive narrative and the financial itemization should align improvement or sustainment requests with fusion center activities as they relate to the Fusion Center Performance Measures found in the [Preparedness Grants Manual](#).

#### Sample Fusion Center Funding Itemization

A sample project description and funding itemization are below. For the itemized projects, clearly identify the anticipated fusion center performance improvement or sustainment as a result of the proposed funding.

*The X Fusion enhancement project will fund:*

- i. *Salaries, benefits, and training for X number of Fusion Center intelligence analysts; and*
- ii. *Travel costs associated with fusion center analyst training.*

*This project will directly sustain the Center’s current capabilities and performance and directly aligns with performance measures 2024.XXX.*

*We anticipate seeing an improvement in the quality and quantity of analytic production and responses to requests for information as a direct result of the funding of this project.*

The funding itemization for a fusion center project should include the amount and percent of each relevant solution area. As an example:

| <i>Solution Area and Amount of Proposed Funding</i> |                  | <i>Percent of Proposed Funding</i> |
|-----------------------------------------------------|------------------|------------------------------------|
| <i>Planning:</i>                                    | <i>\$10,000</i>  | <i>2%</i>                          |
| <i>Organization:</i>                                | <i>\$200,000</i> | <i>48%</i>                         |
| <i>Equipment:</i>                                   | <i>\$200,000</i> | <i>48%</i>                         |
| <i>Training:</i>                                    | <i>\$10,000</i>  | <i>2%</i>                          |
| <i>Exercises:</i>                                   | <i>\$0</i>       | <i>0%</i>                          |

| <i>Solution Area and Amount of Proposed Funding</i> | <i>Percent of Proposed Funding</i> |
|-----------------------------------------------------|------------------------------------|
| <b>Total:</b> \$420,000                             | 100%                               |

#### V. COMPLETING IJS IN THE FEMA GO: SHSP AND UASI

In the Related Documents section of the [Grants.gov](https://www.grants.gov) posting, applicants can find the IJ template and instructions for collecting the required information for investments and projects. Additionally, applicants should utilize the Project Worksheet located in [Grants.gov](https://www.grants.gov) posting to assemble the information required for each project, which will facilitate the input of that information into FEMA GO.

Applicants must ensure the appropriate National Priority Area “Investment Type” (*Overview Tab – Investment Information Section*) is selected for the corresponding National Priority Area.

#### VI. DEVELOPMENT OF CONCEPT OF OPERATIONS FOR OPSG

As part of the FY 2024 OPSG application process, each eligible local unit of government at the county or federally recognized tribal government level must develop a strategic plan called a Concept of Operations (CONOP)/Application, which is a formal proposal of action to address a specific situation and forms the basis for Operations Orders, in coordination with state and federal law enforcement agencies, to include, but not limited to CBP/USBP. CONOPs 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 CONOP/Application should describe participating agencies in the Executive Summary.

CONOP/Application details should include the names of the agencies, points of contact, and individual funding requests. All CONOPs/Applications must be developed in collaboration with the local USBP sector office, the SAA, and the local unit of government. Requests for funding in CONOPs/Applications must be based on risks and the operational enforcement support requirements of its corresponding USBP Sector, as well as the national priorities identified below. USBP Sector offices will forward the CONOPs to USBP Headquarters for vetting and coordination. Applicants will forward corresponding OPSG Applications to the SAA for submission to FEMA. USBP Headquarters will reconcile all submitted CONOPs with the OPSG Applications. FEMA will review and evaluate all CONOPs and OPSG Applications and funding will be allocated based on the review and selection criteria identified in this NOFO. OPSG Applicants will be required to clearly articulate and identify how the CONOPs will address the national priority identified below:

#### **Information and Intelligence Sharing and Cooperation**

Effective border security operations rely on access to, analysis of, and the timely sharing of open source, unclassified, and classified information, suspicious activity reports, tips/leads, and actionable intelligence on indicators and behaviors

to accurately identify, assess, and mitigate a wide array of threats against the United States, including terrorism, threats to life, targeted violence, and other threats within the DHS mission space. Accordingly, DHS works diligently to enhance intelligence collection, integration, analysis, and information sharing capabilities to ensure partners, stakeholders, and senior leaders receive actionable intelligence and information necessary to inform their decisions and operations. One critical, statutorily required mission of DHS is to deliver intelligence and information to federal, state, local, and tribal governments and private sector partners. Cooperation and information sharing among state, federal, and local partners across all areas of the homeland security enterprise, including both international and domestic terrorism, cybersecurity, transnational organized crime, economic security, border security, immigration enforcement, and other areas, while upholding privacy, civil rights and civil liberties protections, is critical to homeland security operations and the prevention of, preparation for, protection against, and responding to acts of terrorism, and other threats to life and criminal acts of targeted violence.

Given the importance of information sharing and collaboration to effective homeland security solutions, the CONOP must support the recipient's efforts to enhance information sharing and cooperation with DHS and other federal agencies. Applicants must justify persuasively how they will contribute to the information sharing and collaboration purposes of the OPSG program and a culture of national preparedness.

Additional resources and information regarding collaboration and information sharing are available through the Department's [Office of Intelligence and Analysis](#).

## **VII. DEVELOPMENT OF OPERATIONS ORDERS FOR OPSG**

### **Operations Order Template Instructions**

To access the OPSG Operations Order Template:

- i. Find the Homeland Security Grant Program posting via the search function on [Grants.gov](#);
- ii. Select the Related Documents tab on the posting; and
- iii. Click on the OPSG Operations Order Template and fill out all sections of the template.

### **Executive Summary Overview**

Operations order executive summary must:

- i. Identify the organization name, point of contact, committees, and other structures accountable for implementing OPSG in the jurisdiction (typically this will be a program lead or manager overseeing operations and individuals assigned to that agency); and
- ii. Describe how federal and SLTT law enforcement agencies will work together to establish and enhance coordination and collaboration on border security issues.

### **Budget Requirements Overview**

Operations Order Detailed Annual Budget must:

- i. Explain how costs and expenses were estimated; and
- ii. Provide a narrative justification for costs and expenses. Supporting tables describing cost and expense elements (e.g., equipment, fuel, vehicle maintenance costs) may be included.

### **Submission Requirements**

Operations Orders must meet the following submission requirements:

- i. Must be submitted as an Adobe PDF document;
- ii. All documents submitted must use the unique identifier created by the OPSG data management system from the original associated operation order; and
- iii. Applicable OPSG sector representatives must coordinate with the SAA and OPSG participants to submit an accurate inventory of all specified OPSG purchased property with each Operations Order/FRAGO.
- iv. Due to the competitive nature of this program, separate attachments will neither be accepted nor reviewed.

## **VIII. DETAILED BUDGET**

Applicants must provide budget summary worksheets for all funds requested at the time of application. The budget summary worksheets must be complete, reasonable, and cost-effective in relation to the proposed project and should provide the basis of computation of all project-related costs (including management and administrative costs) and any appropriate narrative. FEMA must be able to thoroughly evaluate the projects being submitted based on the information provided. FEMA must be able to determine how much funding is being passed through to subrecipients for each sub-program (UASI, SHSP, OPSG). Consequently, applicants must provide an appropriate level of detail within the budget summary worksheets to clarify what will be purchased and spent. Sample budget summary worksheets are available on the [Grants.gov](https://www.grants.gov) posting for the HSGP in the Related Documents tab and may be used as a guide to assist applicants in the preparation of budgets and budget narratives.

## **11. Other Submission Requirements**

### **a. *Fusion Center Investments***

Of the proposed SHSP- and UASI-funded investments, one single project must be in support of a designated fusion center. Recipients must coordinate with the fusion center when developing a fusion center project prior to submission. See additional information on how to develop the fusion center projects below and in the [Preparedness Grants Manual](#).

### **b. *Emergency Communications Investments***

All emergency communications investments must describe how such activities align with needs identified in their Statewide Communication Interoperability Plan (SCIP). Recipients must coordinate with their Statewide Interoperability Coordinator (SWIC)

and/or Statewide Interoperability Governing 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. Effective project alignment will require advance coordination with the SWIC and consultation with governing bodies such as the SIGB or Statewide Interoperability Executive Committee, as they serve as the primary steering group for the statewide interoperability strategy. Additionally, recipients should consult subject matter experts serving on governance bodies, such as broadband experts, chief information officers, representatives from utilities, or legal and financial experts, when developing proposals. The investment name must include the words “emergency communications” to easily identify any emergency communications investments.

## 12. Intergovernmental Review

An intergovernmental review may be required. Applicants must contact their state’s Single Point of Contact (SPOC) to comply with the state’s process under Executive Order 12372 (See <https://www.archives.gov/federal-register/codification/executive-order/12372.html>; [Intergovernmental Review \(SPOC List\) \(whitehouse.gov\)](#))

## 13. Funding Restrictions and Allowable Costs

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

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

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

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

### b. *Pre-Award Costs*

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

of pre-award costs from the post-award costs, and a justification for approval.

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

M&A costs are allowed by the 2024 DHS Appropriations Act. Recipients may use a maximum of up to 5% of HSGP funds awarded for their M&A, and any funds retained are to be used solely for M&A purposes associated with the HSGP award. Subrecipients may also use a maximum of up to 5% of the funding passed through by the state solely for M&A purposes associated with the HSGP award. M&A activities are those directly relating to the management and administration of HSGP funds, such as financial management and monitoring. M&A expenses must be based on actual expenses or known contractual costs. M&A requests that are simple percentages of the award, without supporting justification, will not be allowed or considered for reimbursement.

M&A costs are not operational costs but are necessary costs incurred in direct support of the federal award or as a consequence of it, such as travel, meeting-related expenses, and salaries of full/part-time staff in direct support of the program. As such, M&A costs can be itemized in financial reports. Other M&A cost examples include preparing and submitting required programmatic and financial reports, establishing and/or maintaining equipment inventory, documenting operational and equipment expenditures for financial accounting purposes, responding to official informational requests from state and federal oversight authorities, including completing the Civil Rights Evaluation Tool as required by DHS, and grant performance measurement or evaluation activities.

Recipients or subrecipients may apply or credit M&A funding toward the recipient's requirement to allocate funding toward the National Priority Areas. For example, if a recipient spends \$5,000 to manage or administer its funding dedicated toward its election security investment, the recipient may credit that funding toward its requirement to allocate at least 3% of its award to the enhancing election security National Priority Area.

While the SAA may retain up to 5% of HSGP funds awarded for M&A, the state must still ensure that all subrecipient award amounts meet the mandatory minimum pass-through requirements that are applicable to each HSGP program. To meet this requirement, the percentage of SHSP, UASI, and OPSG funds passed through to subrecipients must be based on the state's total HSGP award prior to withholding any M&A. The maximum amount of M&A the SAAs may retain is calculated based on the total amount received under all HSGP awards. For example, if the award were as follows:

SHSP: \$500,000  
 OPSG: \$200,000  
 UASI: \$300,000  
 Total HSGP Award: \$1,000,000

The maximum M&A the SAA is authorized for use of the total HSGP award would be \$50,000. ( $\$1,000,000 \times 5\% = \$50,000$ ). **For OPSG subawards, the SAA must ensure that subrecipients receive 100% of their respective OPSG allocation amounts.** In the above example, the SAA could not retain any amount of the OPSG award, including amounts for M&A, and would be required to ensure that the full \$200,000 of that OPSG award was received by the subrecipients.

Because the OPSG allocation is a component of the SHSP award, SAAs may retain 5% of the total SHSP award (SHSP + OPSG awards) for M&A and may use this amount to cover the costs of M&A that are directly allocable to both OPSG and SHSP. In the above example, the total amount of the SHSP and OPSG award is \$700,000; therefore, the SAA may retain \$35,000, which represents up to 5% of the \$700,000. This represents \$500,000 of the SHSP award for M&A while ensuring that the full amount of the OPSG award is distributed to the appropriate subrecipients.

HSGP recipients are also reminded that any M&A deducted by the SAA from the UASI grant program award must be directly allocable to administration of the UASI grant program and cannot be used to cover M&A costs that are directly allocable to an OPSG or SHSP award.

Specific for OPSG, subrecipients and friendly forces may retain funding for M&A purposes; however, the total amount retained cannot exceed 5% of the subrecipient's subaward. Friendly forces are local law enforcement entities that are subordinate subrecipients under OPSG. In other words, friendly forces are entities that receive a subaward from a subrecipient under the OPSG program. Friendly forces must comply with all requirements of subrecipients under 2 C.F.R. Part 200.

M&A charged to OPSG, SHSP, or UASI funding must be used to support that particular program.

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

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

C.F.R. §§ 200.332 and 200.414 in approving the IDC rate for subawards. For information on procedures for establishing indirect cost rates, see the [Preparedness Grants Manual](#).

**e. *Funds Transfer Restrictions***

The recipient is prohibited from transferring funds between programs (includes SHSP, UASI, and OPSG). Recipients can submit an investment/project where funds come from multiple funding sources (e.g., SHSP and UASI), however, recipients 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/FEMA.

**f. *Evaluation Costs***

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

**g. *Allowable Cost Matrix for SHSP, UASI, and OPSG***

The following matrix lists allowable cost activities across cost categories described above and below. The [Preparedness Grants Manual](#) includes additional information on allowable costs. Recipients and subrecipients must follow all applicable requirements in 2 C.F.R. Part 200 *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards*. HSGP funds may be used to cover the costs for evaluating the impact of these grants on the state or urban area’s core capabilities and capability gaps. This list is not exhaustive, therefore, if there are any questions regarding allowable costs, please contact the appropriate FEMA Headquarters (HQ) Preparedness Officer.

| Allowable Program Activities                                                                                                                      | SHSP | UASI | OPSG |
|---------------------------------------------------------------------------------------------------------------------------------------------------|------|------|------|
| <b>Allowable Planning Costs</b>                                                                                                                   |      |      |      |
| Developing hazard/threat-specific annexes                                                                                                         | Y    | Y    | N    |
| Developing and implementing homeland security support programs and adopting ongoing DHS/FEMA national initiatives                                 | Y    | Y    | N    |
| Developing related terrorism and other catastrophic event prevention activities                                                                   | Y    | Y    | N    |
| Developing and enhancing plans and protocols                                                                                                      | Y    | Y    | N    |
| Developing or conducting assessments                                                                                                              | Y    | Y    | N    |
| Hiring of full- or part-time staff or contract/consultants to assist with planning, engagement, and volunteer management activities               | Y    | Y    | N    |
| Materials required to conduct planning, engagement, and volunteer management activities                                                           | Y    | Y    | N    |
| Travel/per diem related to planning, engagement, and volunteer management activities                                                              | Y    | Y    | Y    |
| Overtime and backfill costs (in accordance with operational Cost Guidance)                                                                        | Y    | Y    | Y    |
| Issuance of Western Hemisphere Travel Initiative-compliant Tribal identification cards                                                            | Y    | N    | N    |
| Activities to achieve planning inclusive of people with disabilities and others with access and functional needs and limited English proficiency. | Y    | Y    | N    |
| Coordination with Citizen Corps Councils for public information/education and development of volunteer programs                                   | Y    | Y    | N    |
| Coordination and material support to Citizen Corps Councils and local firehouses for the establishment, training and maintenance of CERTs         | Y    | Y    | N    |
| Update governance structures and processes and plans for emergency communications                                                                 | Y    | Y    | N    |
| Development, and review and revision of continuity of operations plans                                                                            | Y    | Y    | N    |

| Allowable Program Activities                                                                                                                                                                                                              | SHSP | UASI | OPSG |
|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------|------|------|
| Development, and review and revision of the THIRA/SPR and continuity of operations plans                                                                                                                                                  | Y    | Y    | N    |
| Developing or conducting equity assessments to address planning and preparedness disparities for historically underserved communities                                                                                                     | Y    | Y    | N    |
| <b>Allowable Organizational Activities</b>                                                                                                                                                                                                |      |      |      |
| <b>Note:</b> Personnel hiring, overtime, and backfill expenses are permitted under this grant only to the extent that such expenses are for the allowable activities within the scope of the grant.                                       |      |      |      |
| Program management                                                                                                                                                                                                                        | Y    | Y    | N    |
| Development of whole community partnerships                                                                                                                                                                                               | Y    | Y    | N    |
| Structures and mechanisms for information sharing between the public and private sector                                                                                                                                                   | Y    | Y    | N    |
| Implementing models, programs, and workforce enhancement initiatives                                                                                                                                                                      | Y    | Y    | N    |
| Tools, resources, and activities that facilitate shared situational awareness between the public and private sectors                                                                                                                      | Y    | Y    | N    |
| Operational support                                                                                                                                                                                                                       | Y    | Y    | N    |
| Utilization of standardized resource management concepts                                                                                                                                                                                  | Y    | Y    | N    |
| 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                                                                           | Y    | Y    | N    |
| Reimbursement for select operational expenses associated with increased security measures at critical infrastructure sites incurred (up to 50% of the allocation)                                                                         | Y    | Y    | Y    |
| Overtime for information, investigative, and intelligence sharing activities (up to 50% of the allocation)                                                                                                                                | Y    | Y    | Y    |
| Hiring of new staff positions/contractors/consultants for participation in information/intelligence analysis and sharing groups or fusion center activities (up to 50% of the allocation).                                                | Y    | Y    | Y    |
| Hiring or maintaining staff positions/contractors/consultants at SLTT levels to deliver community preparedness training, resources and material to schools, community-based organizations, faith-based institutions and local businesses. | Y    | Y    | N    |
| Hiring or maintaining staff positions/contractors/consultants to create, support and maintain CERT or Teen CERT                                                                                                                           | Y    | Y    | N    |
| Cost of migrating online services to the “.gov” domain                                                                                                                                                                                    | Y    | Y    | N    |
| <b>Allowable Equipment Categories</b>                                                                                                                                                                                                     |      |      |      |
| Personal Protective Equipment                                                                                                                                                                                                             | Y    | Y    | Y    |
| Explosive Device Mitigation and Remediation Equipment                                                                                                                                                                                     | Y    | Y    | N    |
| CBRNE Operational Search and Rescue Equipment                                                                                                                                                                                             | Y    | Y    | N    |
| Information Technology                                                                                                                                                                                                                    | Y    | Y    | Y    |
| Cybersecurity Enhancement Equipment                                                                                                                                                                                                       | Y    | Y    | N    |
| Interoperable Communications Equipment                                                                                                                                                                                                    | Y    | Y    | Y    |
| Detection                                                                                                                                                                                                                                 | Y    | Y    | Y    |
| Decontamination                                                                                                                                                                                                                           | Y    | Y    | N    |
| Medical countermeasures                                                                                                                                                                                                                   | Y    | Y    | Y    |
| Power (e.g., generators, batteries, power cells)                                                                                                                                                                                          | Y    | Y    | Y    |
| CBRNE Reference Materials                                                                                                                                                                                                                 | Y    | Y    | N    |
| CBRNE Incident Response Vehicles                                                                                                                                                                                                          | Y    | Y    | N    |
| Terrorism Incident Prevention Equipment                                                                                                                                                                                                   | Y    | Y    | Y    |
| Physical Security Enhancement Equipment                                                                                                                                                                                                   | Y    | Y    | Y    |
| Inspection and Screening Systems                                                                                                                                                                                                          | Y    | Y    | Y    |
| Animal Care and Foreign Animal Disease                                                                                                                                                                                                    | Y    | Y    | N    |
| CBRNE Prevention and Response Watercraft                                                                                                                                                                                                  | Y    | Y    | N    |
| CBRNE Prevention and Response Unmanned Aircraft                                                                                                                                                                                           | Y    | Y    | N    |
| CBRNE Aviation Equipment                                                                                                                                                                                                                  | Y    | Y    | N    |
| CBRNE Logistical Support Equipment                                                                                                                                                                                                        | Y    | Y    | N    |
| Intervention Equipment (e.g., tactical entry, crime scene processing)                                                                                                                                                                     | Y    | Y    | Y    |

| <b>Allowable Program Activities</b>                                                                                                                                                                                   | <b>SHSP</b> | <b>UASI</b> | <b>OPSG</b> |
|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------|-------------|-------------|
| Critical emergency supplies                                                                                                                                                                                           | Y           | Y           | N           |
| General use vehicle acquisition, lease, and rental                                                                                                                                                                    | N           | N           | Y           |
| Specialized vehicle acquisition, lease, and rental                                                                                                                                                                    | Y           | Y           | Y           |
| Other Authorized Equipment                                                                                                                                                                                            | Y           | Y           | Y           |
| <b>Allowable Training Costs</b>                                                                                                                                                                                       |             |             |             |
| Overtime and backfill for emergency preparedness and response personnel attending DHS/FEMA-sponsored and approved training classes                                                                                    | Y           | Y           | N           |
| Overtime and backfill expenses for part-time and volunteer emergency response personnel participating in DHS/FEMA training                                                                                            | Y           | Y           | N           |
| Training workshops and conferences                                                                                                                                                                                    | Y           | Y           | Y           |
| Activities to achieve training inclusive of people with disabilities and others with access and functional needs and limited English proficiency                                                                      | Y           | Y           | N           |
| Full- or part-time staff or contractors/consultants                                                                                                                                                                   | Y           | Y           | Y           |
| Travel                                                                                                                                                                                                                | Y           | Y           | Y           |
| Supplies                                                                                                                                                                                                              | Y           | Y           | N           |
| Instructor certification/re-certification                                                                                                                                                                             | Y           | Y           | N           |
| Coordination with Citizen Corps Councils and CERT in conducting training exercises                                                                                                                                    | Y           | Y           | N           |
| Preparedness training for community preparedness initiatives and programs                                                                                                                                             | Y           | Y           | N           |
| Interoperable communications training                                                                                                                                                                                 | Y           | Y           | N           |
| Activities to achieve planning inclusive of people with limited English proficiency                                                                                                                                   | Y           | Y           | N           |
| Immigration enforcement training                                                                                                                                                                                      | Y           | Y           | Y           |
| <b>Allowable Exercise Related Costs</b>                                                                                                                                                                               |             |             |             |
| Design, Develop, Conduct, and Evaluate an Exercise                                                                                                                                                                    | Y           | Y           | N           |
| Full- or part-time staff or contractors/consultants                                                                                                                                                                   | Y           | Y           | N           |
| Overtime and backfill costs, including expenses for part-time and volunteer emergency response personnel participating in DHS/FEMA exercises                                                                          | Y           | Y           | N           |
| Implementation of HSEEP                                                                                                                                                                                               | Y           | Y           | N           |
| Activities to achieve exercises inclusive of people with disabilities and others with access and functional needs                                                                                                     | Y           | Y           | N           |
| Travel                                                                                                                                                                                                                | Y           | Y           | N           |
| Supplies                                                                                                                                                                                                              | Y           | Y           | N           |
| Interoperable communications exercises                                                                                                                                                                                | Y           | Y           | N           |
| Activities to achieve planning inclusive of people with limited English proficiency                                                                                                                                   | Y           | Y           | N           |
| <b>Allowable M&amp;A Costs</b>                                                                                                                                                                                        |             |             |             |
| Hiring of full- or part-time staff or contractors/consultants to assist with the management of the respective grant program, application requirements, and compliance with reporting and data collection requirements | Y           | Y           | Y           |
| Development of operating plans for information collection and processing necessary to respond to DHS/FEMA data calls                                                                                                  | Y           | Y           | Y           |
| Overtime and backfill costs                                                                                                                                                                                           | Y           | Y           | Y           |
| Travel                                                                                                                                                                                                                | Y           | Y           | Y           |
| Meeting related expenses                                                                                                                                                                                              | Y           | Y           | Y           |
| Authorized office equipment                                                                                                                                                                                           | Y           | Y           | Y           |
| Recurring expenses such as those associated with cell phones and faxes during the period of performance of the grant program                                                                                          | Y           | Y           | N           |
| Leasing or renting of space for newly hired personnel during the period of performance of the grant program                                                                                                           | Y           | Y           | N           |
| Completing the Civil Rights Evaluation Tool                                                                                                                                                                           | Y           | Y           | Y           |
| Conducting activities related to evaluating project effectiveness for HSGP-funded projects                                                                                                                            | Y           | Y           | Y           |

| Allowable Program Activities                                                                                                                                                                                                                                                      | SHSP | UASI | OPSG |
|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------|------|------|
| <b>LETPA Costs</b>                                                                                                                                                                                                                                                                |      |      |      |
| Integration and interoperability of systems and data, such as CAD and RMS, to facilitate the collection,                                                                                                                                                                          | Y    | Y    | N    |
| Maturation, enhancement, and sustainment of designated state and major Urban Area fusion centers, including information sharing and analysis, threat recognition, terrorist interdiction, and intelligence analyst training and salaries (subject to certain conditions)          | Y    | Y    | N    |
| Regional counterterrorism training programs for small, medium, and large jurisdictions to exchange information and discuss the current threat environment, lessons learned, and best practices to help prevent, protect against, and mitigate acts of terrorism                   | Y    | Y    | N    |
| Coordination of regional full-scale training exercises (federal, state, and local law enforcement participation) focused on terrorism-related events                                                                                                                              | Y    | Y    | N    |
| Law enforcement Chemical, Biological, Radiological, Nuclear, and high yield Explosives detection and response capabilities, such as bomb detection/disposal capability development, sustainment, or enhancement, including canine teams, robotics platforms, and x-ray technology | Y    | Y    | N    |
| Coordination between fusion centers and other operational analytic, and investigative efforts                                                                                                                                                                                     | Y    | Y    | N    |
| Implementation, maintenance, and sustainment of the Nationwide Suspicious Activity Reporting Initiative                                                                                                                                                                           | Y    | Y    | N    |
| Implementation of the "If You See Something, Say Something®" campaign                                                                                                                                                                                                             | Y    | Y    | N    |
| Increase physical security, through law enforcement personnel and other protective measures, by implementing preventive and protective measures at critical infrastructure locations                                                                                              | Y    | Y    | N    |

#### **h. SHSP and UASI Other Direct Costs**

Recipients must comply with all the requirements in 2 C.F.R. Part 200 (*Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards*). In general, recipients should consult with their FEMA HQ Preparedness Officer prior to making any investment that does not clearly meet the allowable expense criteria. Funding guidelines established within this section support four of the five mission areas—Prevention, Protection, Mitigation, and Response—and associated core capabilities within the Goal. While Recovery is part of the Goal, it is not explicitly part of the HSGP. Allowable investments made in support of the national priorities, as well as other capability-enhancing projects must have a nexus to terrorism preparedness and fall into the categories of planning, organization, exercises, training, or equipment, aligned to building capability, closing capability gaps, and/or sustaining capabilities, as defined by CPG 201: THIRA/SPR Guide—3rd Edition ([Comprehensive Preparedness Guide \(CPG\) 201, 3rd Edition \(fema.gov\)](#)). Recipients are encouraged to use grant funds for evaluating grant-funded project effectiveness and return on investment. FEMA encourages recipients to provide the results of that analysis to FEMA.

#### **i. PLANNING**

SHSP and UASI funds may be used for a range of emergency preparedness and management planning activities, such as those associated with the development, review, and revision of the THIRA, SPR, continuity plans, and other planning activities that support the Goal and placing an emphasis on updating and maintaining a current Emergency Operations Plan (EOP) that conforms to the guidelines outlined in [Comprehensive Preparedness Guide \(CPG\) 101 v3](#).

Planning efforts can also include conducting risk and resilience assessments on increasingly connected cyber and physical systems, on which security depends, using the [Infrastructure Resilience Planning Framework](#) and related Cybersecurity and Infrastructure Security Agency (CISA) resources.

Additionally, SHSP and UASI funds may be used for planning efforts related to state court cybersecurity, 911 call capabilities, alert and warning capabilities, and implementation of the REAL ID Act (Pub. L. No. 109-13).

## II. ORGANIZATION

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

States and high-risk urban areas must justify proposed expenditures of SHSP or UASI funds to support organization activities within their Investment Justification (IJ) submission. Organizational activities include:

- i. Program management;
- ii. Development of whole community partnerships, through groups such as Citizen Corp Councils;
- iii. Structures and mechanisms for information sharing between the public and private sector;
- iv. Implementing models, programs, and workforce enhancement initiatives to address ideologically inspired radicalization to violence in the homeland;
- v. Tools, resources, and activities that facilitate shared situational awareness between the public and private sectors;
- vi. Operational Support;
- vii. 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;
- viii. Responding to an increase in the threat level under the National Terrorism Advisory System (NTAS) or needs resulting from a National Special Security Event;
- ix. Paying salaries and benefits for personnel to serve as qualified Intelligence Analysts. Per the *Personnel Reimbursement for Intelligence Cooperation and Enhancement of Homeland Security Act (PRICE Act)*, Pub. L. No. 110-412, § 2, codified in relevant part, as amended, at 6 U.S.C. § 609(a), 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. *See* 6 U.S.C. § 609(a). To be hired as an intelligence analyst, staff and/or contractor personnel must meet at least one of the following criteria:

- 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.
- x. All fusion center analytical 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 State Administrative Agency (SAA) and must be made available to the recipient's respective FEMA HQ Preparedness Officer upon request; and
- xi. Migrating online services to the “.gov” internet domain.

All SAAs are allowed to use up to 50% of their SHSP funding, and all high-risk urban areas are allowed to use up to 50% of their UASI funding, for personnel costs per 6 U.S.C. § 609(b)(2)(A). Personnel hiring, overtime, and backfill expenses are permitted under this grant only to the extent that such expenses are for the allowable activities within the scope of the grant. Personnel expenses may include, but are not limited to training and exercise coordinators, program managers and planners, intelligence analysts, and Statewide Interoperability Coordinators (SWICs).

At the request of a recipient, the FEMA Administrator (or their designee) may grant a waiver of this 50% limitation under 6 U.S.C. § 609(b)(2)(B). Requests for waivers to the personnel cap must be submitted by the authorized representative of the SAA to FEMA in writing on official letterhead, with the following information:

- i. Documentation explaining why the cap should be waived;
- ii. Conditions under which the request is being submitted; and
- iii. A budget and method of calculation of personnel costs both in percentages of the grant award and in total dollar amount.

Please see [IB 421b, Clarification on the Personnel Reimbursement for Intelligence Cooperation and Enhancement of Homeland Security Act of 2008 \(Public L. No. 110-412 – the PRICE Act\)](#), dated October 30, 2019, for additional information on the waiver request process.

### III. EQUIPMENT

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

The 21 allowable prevention, protection, mitigation, and response equipment categories for HSGP are listed on the [Authorized Equipment List](#) (AEL). Some

equipment items require prior approval from FEMA before obligation or purchase of the items. Please reference the grant notes for each equipment item to ensure prior approval is not required or to ensure prior approval is obtained if necessary. Recipients and subrecipients may purchase equipment not listed on the AEL, but **only** if they first seek and obtain **prior approval** from FEMA.

Unless otherwise stated, all equipment must meet all mandatory regulatory and/or FEMA-adopted standards to be eligible for purchase using these funds. In addition, recipients will be responsible for obtaining and maintaining all necessary certifications and licenses for the requested equipment. Investments in emergency communications systems and equipment must meet applicable [SAFECON Guidance on Emergency Communications Grants \(SAFECON Guidance\) recommendations](#). Such investments must be coordinated with the SWIC and the State Interoperability Governing Body (SIGB) to ensure interoperability and long-term compatibility. For personal protective equipment (PPE), recipients are encouraged to give procurement preference to domestic manufacturers of PPE or PPE raw materials to the maximum practicable and allowed by law.

Grant funds may be used for the procurement of medical countermeasures. Procurement of medical countermeasures must be conducted in collaboration with state, city, or local health departments that administer federal funds from the Department of Health and Human Services for this purpose and with existing Metropolitan Medical Response System committees where available, to sustain their long-term planning for appropriate, rapid, and local medical countermeasures, including antibiotics and antidotes for nerve agents, cyanide, and other toxins. 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, recipients must have in place an inventory management plan to avoid large periodic variations in supplies due to coinciding purchase and expiration dates. Recipients 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 POP for HSGP. The cost of disposal cannot be carried over to another FEMA grant or grant period.

EMS electronic patient care data systems should comply with the most current data standard of the [National Emergency Medical Services Information System](#).

Recipients are reminded that school hardening is an eligible activity under SHSP and UASI. School hardening measures include but are not limited to:

- i. Bullet resistant doors and glass;
- ii. Hinge-locking mechanisms;
- iii. Immediate notification to emergency 911 systems;
- iv. Mechanisms that provide real time actionable intelligence directly to law enforcement and first responders;

- v. Installation of distraction devices or other countermeasures administered by law enforcement; and
- vi. Other measures determined to provide significant improvements to schools' physical security.

Additionally, SHSP and UASI funds may be used for equipment purchases related to state court cybersecurity, 911 call capabilities, alert and warning capabilities, and implementation of the REAL ID Act (Pub. L. No. 109-13).

Small Unmanned Aircraft Systems (sUAS) and critical emergency supply costs are allowable under this program. See the [Preparedness Grants Manual](#) for more information.

### **General Purpose Equipment**

HSGP allows expenditures on general purpose equipment if it aligns to and supports one or more core capabilities identified in the Goal and has a nexus to terrorism preparedness. General purpose equipment, like all equipment funded under the HSGP, must be sharable through the EMAC<sup>4</sup> and allowable under 6 U.S.C. § 609, and any other applicable provision of the *Homeland Security Act of 2002*, as amended. Examples of such general-purpose equipment may include:

- Law enforcement/general use vehicles (OPSG only);
- Emergency medical services equipment and vehicles;
- Fire service equipment and vehicles, to include hose, pump accessories, and foam concentrate for specialized chemical/biological/radiological/nuclear/explosive (CBRNE) response;
- Interoperability of data systems, such as computer aided dispatch (CAD) and record management systems (RMS); and
- Office equipment for staff<sup>5</sup> engaged in homeland security program activity.

### **Controlled Equipment**

For decades, the federal government has provided equipment to state, local, and tribal law enforcement agencies (LEAs) through federal grants. Some federal grant programs have assisted LEAs as they carry out their critical missions to keep the American people safe. The equipment acquired by LEAs through these programs includes administrative equipment, such as office furniture and computers. Some federal grant programs also may include military and military-styled equipment, firearms, and tactical vehicles provided by the federal government, including property covered under 22 C.F.R. Part 121 and 15 C.F.R. Part 774 (collectively, "controlled equipment").

<sup>4</sup>Except for American Samoa and the Commonwealth of the Northern Mariana Islands, which are not required to belong to EMAC at this time.

<sup>5</sup>This applies to all homeland security personnel and is not limited to M&A staff, and costs are to be captured outside the cap on M&A costs.

However, not all equipment that is considered controlled equipment is allowable under the HSGP. As noted in Section B of [FEMA Policy 207-22-0002, Prohibited or Controlled Equipment Under FEMA Awards](#), certain equipment is prohibited and is not allowable under HSGP. Grant funds under this program may not be used for the purchase of equipment not approved by DHS/FEMA. For example, the purchase of tracked armored vehicles, camouflage uniforms, weapons, and weapons accessories, including ammunition, is generally not allowed with HSGP funds.<sup>6</sup>

For some controlled equipment that is allowable under the HSGP, additional documentation, justifications, reviews, and approvals are required, including but not limited to proof of policies and procedures to safeguard individuals' privacy, civil rights, and civil liberties. Contact your Preparedness Officer if you have questions concerning HSGP requirements for controlled equipment requests.

Grant funds under this program must comply with the aforementioned [FEMA Policy 207-22-0002, Prohibited or Controlled Equipment Under FEMA Awards](#). As per this FEMA Policy, excepted or controlled equipment must remain in the possession of the original FEMA grant recipient and may not be transferred. The use of controlled equipment under a Memorandum of Understanding or other regional sharing agreement (see Section D.6 of this FEMA Policy) does *not* constitute a transfer of controlled equipment.

DHS/FEMA will continue to collaborate with federal agency partners to ensure that there is a consistent and reasonable approach to the restrictions placed on controlled equipment expenditures while continuing to support these investments when there is a justifiable need. Further, DHS/FEMA will continue to maintain an awareness of the evolving policy developments related to controlled equipment expenditures and keep grant recipients up to date on future developments.

### **Construction and Renovation**

Construction and renovation costs to achieve capability targets related to preventing, preparing for, protecting against, or responding to acts of terrorism are allowed under this program. For construction and renovation costs to be allowed, they must be specifically approved by DHS/FEMA in writing prior to the use of any program funds. Limits on the total amount of grant funding that may be used for construction or renovation may apply. Additionally, recipients are required to submit [SF-424C and SF-424D](#).

All proposed construction and renovation activities must undergo an

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<sup>6</sup> FEMA issued Policy 207-22-0002 in response to [Executive Order \(EO\) 14074, Advancing Effective, Accountable Policing and Criminal Justice Practices to Enhance Public Trust and Public Safety](#), which President Joseph R. Biden issued on May 25, 2022. EO 14074 directs the DHS to prohibit the use of grant funding to purchase certain types of military equipment by state, local, tribal, and territorial law enforcement agencies and to comply with and implement the recommendations stemming from [EO 13688](#), which established prohibited equipment and controlled equipment lists.

Environmental Planning and Historic Preservation (EHP) review, including approval of the review from FEMA, prior to undertaking any action related to the project. Failure of a grant recipient to meet these requirements may jeopardize Federal funding. Please see the [Preparedness Grants Manual](#) for more information.

#### IV. TRAINING AND EXERCISES

Training and exercise costs are allowed under this program only as described in this funding notice and the [Preparedness Grants Manual](#). Recipients are encouraged to consider tuition-free courses offered by FEMA first, before investing in training. For more information and a catalog of courses please refer to the [National Preparedness Course Catalog at NTED](#).

Allowable training-related costs under HSGP include the establishment, support, conduct, and attendance of training specifically identified under the SHSP and UASI program and/or in conjunction with emergency preparedness training by other federal agencies (e.g., HHS and Department of Transportation [DOT]). Training conducted using HSGP funds should address a performance gap identified through an Integrated Preparedness Plan (IPP) 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. Any training or training gaps, including training related to under-represented, diverse populations that may be more impacted by disasters, including children, seniors, individuals with disabilities or other access and functional needs, individuals with diverse culture and language use, individuals with lower economic capacity and other underserved populations, should be identified in an IPP and addressed in the state or high-risk urban area training cycle. Emergency preparedness training related to those training gaps, including related to under-represented, diverse populations that may be more impacted by disasters, is allowable. Recipients are encouraged to use existing training rather than developing new courses. When developing new courses, recipients are encouraged to apply the Analysis, Design, Development, Implementation, and Evaluation (ADDIE) model of instructional design.

#### **Law Enforcement Readiness**

SHSP or UASI grant funds may be requested and may be approved on a case-by-case basis for immigration enforcement training in support of the border security mission. Requests for training will be evaluated on a case-by-case basis and can only be used for certification in the section 287(g) program provided by DHS/ICE. SHSP or UASI subrecipients with agreements under section 287(g) of the *Immigration and Nationality Act* (INA) (8 U.S.C. § 1357(g)) to receive delegated authority for immigration enforcement within their jurisdictions may also be reimbursed for section 287(g) related operational activities with approval from FEMA on a case-by-case basis.

## V. MAINTENANCE AND SUSTAINMENT

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

## VI. TRAVEL

Domestic travel costs are allowed under this program, as provided for in this NOFO. International travel is not an allowable cost under this program unless approved in advance by DHS/FEMA. See the Allowable Cost Matrix in Section D.13.g above for more information on allowable travel activities under SHSP and UASI.

## VII. PERSONNEL

Personnel hiring, overtime, and backfill expenses are permitted under this grant to perform allowable HSGP planning, organization, training, exercise, and equipment activities. All recipients and subrecipients of HSGP funds, including SHSP and UASI allocations, may not use more than 50% of their awards to pay for personnel activities unless a waiver is approved by FEMA. For more information on the 50% personnel cap, please see FEMA [IB 421b](#), Clarification on the *Personnel Reimbursement for Intelligence Cooperation and Enhancement of Homeland Security Act of 2008* (Public Law 110-412) – the PRICE Act.

HSGP funds may not be used to support the hiring of any personnel to fulfill traditional public health and safety duties nor to supplant traditional public health and safety positions and responsibilities. The following definitions apply to personnel costs:

- i. **Hiring.** State and local entities may use grant funding to cover the salary of newly hired personnel who are exclusively undertaking allowable FEMA grant activities as specified in this guidance. This may not include new personnel who are hired to fulfill any non-FEMA program activities under any circumstances. Hiring will always result in a net increase of Full Time Equivalent (FTE) employees.
- ii. **Overtime.** These expenses are limited to the additional costs that result from personnel working over and above 40 hours of weekly work time as the direct result of their performance of FEMA-approved activities specified in this guidance. Overtime associated with any other activity is not eligible.
- iii. **Backfill-Related Overtime.** Also called “Overtime as Backfill,” these expenses are limited to overtime costs that result from personnel who are working overtime (as identified above) to perform the duties of other personnel who are temporarily assigned to FEMA-approved activities outside their core responsibilities. Neither overtime nor backfill expenses are the result of an increase of FTE employees.
- iv. **Supplanting.** Grant funds will be used to supplement existing funds and will not replace (supplant) funds that have been appropriated for the same purpose. Applicants or recipients may be required to supply documentation certifying that a reduction in non-federal resources

occurred for reasons other than the receipt or expected receipt of federal funds.

### Operational Overtime Costs

In support of efforts to enhance capabilities for detecting, deterring, disrupting, and preventing acts of terrorism and other catastrophic events, operational overtime costs are allowable for increased protective security measures at critical infrastructure sites or other high-risk locations and to enhance public safety during mass gatherings and high-profile events. In that regard, HSGP recipients are urged to consider using grant funding to support soft target preparedness activities. SHSP or UASI funds may be used to support select operational expenses associated with increased security measures in the authorized categories cited in the table below, but this table is not exhaustive. FEMA retains the discretion to approve other types of requests that do not fit within one of the categories of the table.

### Authorized Operational Overtime Categories

|   | Category                                                                     | Description                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              |
|---|------------------------------------------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| 1 | <b>National Terrorism Advisory System (NTAS)</b>                             | Security measures in response to an increase in the threat level under the NTAS to an “elevated” or “imminent” alert status. FEMA Information Bulletin No. 367, <a href="#">Impact of National Terrorism Advisory System on Homeland Security Grant Programs</a> , remains applicable; therefore, advance authorization from FEMA is not required. Refer to <a href="#">National Terrorism Advisory System   Homeland Security (dhs.gov)</a> for additional information on the NTAS.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     |
| 2 | <b>National Security Special Event (NSSE)</b>                                | Security measures for a <u>designated</u> NSSE. NSSEs are events of national or international significance deemed by DHS to be a potential target for terrorism or other criminal activity.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              |
| 3 | <b>Special Event Assessment Rating (SEAR) Level 1 through Level 4 Events</b> | <p>Security measures required for SEAR Level 1 through Level 4 events as designated by DHS and included in the DHS National Special Events List, as defined below:</p> <ul style="list-style-type: none"> <li>• SEAR 1: A significant event with national and/or international importance that may require extensive federal interagency support.</li> <li>• SEAR 2: A significant event with national and/or international importance that may require some level of federal interagency support.</li> <li>• SEAR 3: An event of national and/or international importance that requires only limited federal support.</li> <li>• SEAR 4: An event with limited national importance that is managed at state and local level.</li> </ul> <p>NOTE: In cases where a threat of terrorism can be associated with a SEAR Level 5 event, the event planners should coordinate with their state or territory Homeland Security Advisor to seek re-adjudication of the SEAR rating. Operational overtime for security measures associated with such events will be considered for approval by FEMA if re-adjudication results in a SEAR 1 through 4 rating.</p> |

|   | Category                                                        | Description                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     |
|---|-----------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| 4 | States of Emergency                                             | Declarations of states of emergency by the Governor <u>associated with a terrorism-related threat or incident</u> . This excludes Presidentially declared major disasters or emergencies where federal funding support for the proposed grant-funded activity is made available through the FEMA Public Assistance program or other federal disaster grants.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    |
| 5 | National Critical Infrastructure Prioritization Program (NCIPP) | Protection of Level 1 and Level 2 facilities identified through DHS's NCIPP <u>based on a terrorism-related threat</u> to critical infrastructure.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              |
| 6 | Directed Transit Patrols                                        | Targeted security patrols in airports and major transit hubs <u>based on a terrorism-related threat</u> to transportation systems.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              |
| 7 | Other Related Personnel Overtime Costs                          | Overtime costs may be authorized for personnel assigned to directly support any of the security activities relating to the categories above. Examples include firefighters and emergency medical services personnel; public works employees who may be responsible for installing protective barriers and fencing; public safety personnel assigned to assist with event access and crowd control; emergency communications specialists; backfill and overtime for staffing state or major urban area fusion centers; 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); contract security services for critical infrastructure sites; participation in Regional Resiliency Assessment Program activities, increased border security activities in coordination with USBP, etc.                                                                                                                                                  |
| 8 | Operational Support to a Federal Agency                         | Overtime costs are allowable for personnel to participate in information, investigative, and intelligence sharing activities related to homeland security/terrorism preparedness and specifically requested by a federal agency. Allowable costs are limited to overtime associated with federally requested participation in eligible activities, including anti-terrorism task forces, Joint Terrorism Task Forces (JTTFs), Area Maritime Security Committees (as required by the <i>Maritime Transportation Security Act of 2002</i> ), DHS Border Enforcement Security Task Forces, and Integrated Border Enforcement Teams. In addition, reimbursement for operational overtime law enforcement activities related to combating transnational crime organizations in support of efforts to enhance capabilities for detecting, deterring, disrupting, and preventing acts of terrorism is an allowable expense under SHSP and UASI on a case-by-case basis. 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. |

All allowable operational overtime costs are also subject to the administration requirements outlined in the following subsection.

### **Administration of Operational Overtime Requests**

- i. Except for an elevated NTAS alert, SHSP or UASI funds may only be spent for operational overtime costs upon prior written approval by FEMA. The SAA must submit operational overtime requests in writing to its assigned FEMA Preparedness Officer. FEMA will consider requests for special event activities up to one year in advance. However such requests must be within the award's current POP and must not result in the need for a request to extend the period of performance. SAAs should contact FEMA Grants News by e-mail at [fema-grants-news@fema.dhs.gov](mailto:fema-grants-news@fema.dhs.gov) or by phone at (800) 368-6498, Monday through Friday, 9:00 AM – 5:00 PM ET, for clarification.
- ii. All operational overtime requests must clearly explain how the request meets the criteria of one or more of the categories listed in the table above. Requests must address the threat environment as it relates to the event or activity requiring operational overtime support and explain how the overtime activity is responsive to the threat. Request letters sent to FEMA must be UNCLASSIFIED but may be labeled "For Official Use Only." If explaining the threat will require the sharing of classified information, the letter should state that fact. FEMA will then plan for the sharing of classified information through official channels;
- iii. Post-event operational overtime requests will only be considered on a case-by-case basis, where it is demonstrated that exigent circumstances prevented submission of a request in advance of the event or activity;
- iv. Under no circumstances may FEMA grant funding be used to pay for costs already supported by funding from another federal source;
- v. 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 guidance limitations). Any UASI funds retained by the state must be used in direct support of the high-risk urban area. States must provide documentation to the Urban Area Working Group (UAWG) and FEMA upon request demonstrating how any UASI funds retained by a state would directly support the high-risk urban area; and
- vi. FEMA will consult and coordinate with appropriate DHS components as necessary to verify information used to support operational overtime requests.

### **VIII. SECURE IDENTIFICATION**

Secure identification costs are allowed under this program. 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.

## IX. MULTIPLE PURPOSE OR DUAL-USE OF FUNDS

Please see the [Preparedness Grants Manual](#) for information on multiple purpose of dual-use of funds under SHSP and UASI.

### i. *OPSG Other Direct Costs*

Recipients must comply with all the requirements in 2 C.F.R. Part 200 (*Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards*). In general, recipients should consult with their FEMA HQ Preparedness Officer prior to making any investment that does not clearly meet the allowable expense criteria. Funding guidelines established within this section support four of the five mission areas—Prevention, Protection, Mitigation, and Response—and associated core capabilities within the Goal. While Recovery is part of the Goal, it is not explicitly part of the HSGP. Allowable investments made in support of the national priorities, as well as other capability-enhancing projects must have a nexus to terrorism preparedness and fall into the categories of planning, organization, exercises, training, or equipment, aligned to building capability, closing capability gaps, and/or sustaining capabilities, as defined by CPG 201: THIRA/SPR Guide—3rd Edition ([Comprehensive Preparedness Guide \(CPG\) 201, 3rd Edition \(fema.gov\)](#)). Recipients are encouraged to use grant funds for evaluating grant-funded project effectiveness and return on investment. FEMA encourages recipients to provide the results of that analysis to FEMA.

#### I. PLANNING

Planning costs are allowed under this program only as described in this funding notice. See the Allowable Cost Matrix in Section D.13.g above for more information on allowable planning activities for OPSG.

#### II. ORGANIZATION

Organization costs are allowed under this program only as described in this funding notice and the [Preparedness Grants Manual](#). See the Allowable Cost Matrix in Section D.13.g above for more information on allowable organizational activities for OPSG.

#### III. EQUIPMENT

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

OPSG equipment is intended to be incidental to the enhanced border security operations being performed. The grant is not intended to be used to outfit or supply general equipment to SLTT law enforcement agencies. Equipment must be relatable to and justified by the operational benefit it will provide. Each appropriate OPSG sector coordinator is required to keep an inventory of OPSG purchased equipment that includes at a minimum: 1) grant funding year; 2) purchase amount; 3) purchase date; 4) purchase quantity; 5) equipment ID; 6) source of funding for the property, including the Federal Award Identification Number; 7) who holds title to the property; 8) federal share percent of the

property; 9) location of the property; 10) use and condition of the property; 11) disposal date; and 12) brief disposal justification information and sale price if sold. Each Operations Order/FRAGO will require that each friendly force submit the equipment inventory for each Operations Order/FRAGO submission.

- i. **Equipment Marking.** Because equipment purchased with OPSG funding is intended to be used to support OPSG activities, it **may** be appropriately marked to ensure its ready identification and primary use for that purpose. **When practicable**, any equipment purchased with OPSG funding **should** be prominently marked as follows: **"Purchased with DHS funds for Operation Stonegarden Use."**
- ii. **Fuel Cost and Mileage Reimbursement.** There is no cap for reimbursement of fuel or mileage costs in support of operational activities. Subrecipients and friendly forces may not claim reimbursements for both mileage and fuel/maintenance for the same equipment at the same time.
- iii. **Vehicle and Equipment Acquisition, Including Leasing and Rentals.** Allowable purchases under OPSG include patrol vehicles and other mission-specific equipment whose primary purpose is to increase operational capabilities on or near a border nexus in support of approved border security operations. A detailed justification must be submitted to the respective FEMA HQ Preparedness Officer prior to purchase.
- iv. **Medical Emergency Countermeasures.** Allowable purchases under OPSG include narcotic antagonist pharmaceuticals, detection and identification equipment, safe storage and transportation, personnel protective equipment, and initial equipment training, as reflected in the AEL.

### Requirements for Small Unmanned Aircraft Systems

Small Unmanned Aircraft Systems (sUAS) are allowable under the HSGP. See the [Preparedness Grants Manual](#) for more information.

### General Purpose Equipment

HSGP allows expenditures on general purpose equipment if it aligns to and supports one or more core capabilities identified in the Goal and has a nexus to terrorism preparedness. General purpose equipment, like all equipment funded under the HSGP, must be sharable through the EMAC<sup>7</sup> and allowable under 6 U.S.C. § 609, and any other applicable provision of the *Homeland Security Act of 2002*, as amended. Examples of such general-purpose equipment may include:

- Law enforcement/general use vehicles (OPSG only);
- Emergency medical services equipment and vehicles;
- Fire service equipment and vehicles, to include hose, pump accessories, and foam concentrate for specialized

<sup>7</sup>Except for American Samoa and the Commonwealth of the Northern Mariana Islands, which are not required to belong to EMAC at this time.

chemical/biological/radiological/nuclear/explosive (CBRNE) response;

- Interoperability of data systems, such as computer aided dispatch (CAD) and record management systems (RMS); and
- Office equipment for staff<sup>8</sup> engaged in homeland security program activity.

### **Controlled Equipment**

For decades, the federal government has provided equipment to state, local, and tribal law enforcement agencies (LEAs) through federal grants. Some federal grant programs have assisted LEAs as they carry out their critical missions to keep the American people safe. The equipment acquired by LEAs through these programs includes administrative equipment, such as office furniture and computers. Some federal grant programs also may include military and military-styled equipment, firearms, and tactical vehicles provided by the federal government, including property covered under 22 C.F.R. Part 121 and 15 C.F.R. Part 774 (collectively, "controlled equipment").

However, not all equipment that is considered controlled equipment is allowable under the HSGP. As noted in Section B of [FEMA Policy 207-22-0002, Prohibited or Controlled Equipment Under FEMA Awards](#), certain equipment is prohibited and is not allowable under HSGP. Grant funds under this program may not be used for the purchase of equipment not approved by DHS/FEMA. For example, the purchase of tracked armored vehicles, camouflage uniforms, weapons, and weapons accessories, including ammunition, is generally not allowed with HSGP funds.<sup>9</sup>

For some controlled equipment that is allowable under the HSGP, additional documentation, justifications, reviews, and approvals are required, including but not limited to proof of policies and procedures to safeguard individuals' privacy, civil rights, and civil liberties. Contact your Preparedness Officer if you have questions concerning HSGP requirements for controlled equipment requests.

Grant funds under this program must comply with the aforementioned [FEMA Policy 207-22-0002, Prohibited or Controlled Equipment Under FEMA Awards](#). As per this FEMA Policy, excepted or controlled equipment must remain in the possession of the original FEMA grant recipient and may not be transferred. The use of controlled equipment under a Memorandum of Understanding or other

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<sup>8</sup>This applies to all homeland security personnel and is not limited to M&A staff, and costs are to be captured outside the cap on M&A costs.

<sup>9</sup> FEMA issued Policy 207-22-0002 in response to [Executive Order \(EO\) 14074, Advancing Effective, Accountable Policing and Criminal Justice Practices to Enhance Public Trust and Public Safety](#), which President Joseph R. Biden issued on May 25, 2022. EO 14074 directs the DHS to prohibit the use of grant funding to purchase certain types of military equipment by state, local, tribal, and territorial law enforcement agencies and to comply with and implement the recommendations stemming from [EO 13688](#), which established prohibited equipment and controlled equipment lists.

regional sharing agreement (see Section D.6 of this FEMA Policy) does *not* constitute a transfer of controlled equipment.

DHS/FEMA will continue to collaborate with federal agency partners to ensure that there is a consistent and reasonable approach to the restrictions placed on controlled equipment expenditures while continuing to support these investments when there is a justifiable need. Further, DHS/FEMA will continue to maintain an awareness of the evolving policy developments related to controlled equipment expenditures and keep grant recipients up to date on future developments.

#### **Construction and Renovation**

OPSG funds may not be used for any construction.

#### **IV. TRAINING AND EXERCISES**

Training and exercise costs are allowed under this program only as described in this funding notice and the [Preparedness Grants Manual](#) (e.g., related to EHP compliance). Recipients are encouraged to consider tuition-free courses offered by FEMA first, before investing in training. For more information and a catalog of courses please refer to the [National Preparedness Course Catalog at NTED](#).

#### **Law Enforcement Readiness**

OPSG grant funds may be used to increase operational, material, and technological readiness of SLTT law enforcement agencies. The Delegation of Immigration Authority, Section 287(g) of the *INA* program allows a state or local law enforcement entity to enter into a partnership with Immigration and Customs Enforcement (ICE), under a joint Memorandum of Agreement (MOA), to receive delegated authority for immigration enforcement within their jurisdictions.

OPSG grant funds may be requested and may be approved on a case-by-case basis for immigration enforcement training in support of the border security mission. Requests for training will be evaluated on a case-by-case basis and can only be used for certification in the section 287(g) program provided by DHS/ICE. OPSG subrecipients with agreements under section 287(g) of the *INA* (8 U.S.C. § 1357(g)) to receive delegated authority for immigration enforcement within their jurisdictions may also be reimbursed for section 287(g) related operational activities with approval from FEMA on a case-by-case basis. For OPSG, subrecipients must be authorized by USBP Headquarters and Sectors, and operational activities must be coordinated through a USBP Sector.

#### **V. MAINTENANCE AND SUSTAINMENT**

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

#### **VI. TRAVEL**

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

allowable cost under this program unless approved in advance by DHS/FEMA. See the Allowable Cost Matrix in Section D.13.g above for more information on allowable travel activities under OPSG.

## VII. PERSONNEL

Personnel hiring, overtime, and backfill expenses are permitted under this grant to perform allowable HSGP planning, organization, training, exercise, and equipment activities. Under OPSG, overtime costs are allowable only in so far as they meet the intent of the program. All recipients and subrecipients of HSGP funds, including OPSG allocations, may not use more than 50% of their awards to pay for personnel activities unless a waiver is approved by FEMA. For more information on the 50% personnel cap, please see FEMA [IB 421b](#), *Clarification on the Personnel Reimbursement for Intelligence Cooperation and Enhancement of Homeland Security Act of 2008 (Public Law 110-412 – the PRICE Act)*.

Further, changes in scope or objective also require FEMA's prior written approval pursuant to 2 C.F.R. § 200.308(c)(1). If the cost changes are allowable under the grant, a Fragmentary Order (FRAGO) must be submitted to Homeland Security Information Network (HSIN) to obtain FEMA's prior written approval of such changes in accordance with 2 C.F.R. § 200.308(c)(1). These modifications will be annotated in the annex section of the FRAGO.

OPSG funds may be used for domestic travel and *per diem*, including 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, allowable costs include supporting up to six-month deployment of law enforcement personnel to critical Southwest Border locations for operational activities (travel costs must be in accordance with applicable travel regulations).

OPSG funds may be used to pay additional current part-time law enforcement personnel salaries to bring them to temporary full-time status. OPSG funds may support a Governor's request to activate, deploy, or redeploy specialized National Guard Units/Package and/or elements of state law enforcement serving as friendly forces to increase or augment specialized/technical law enforcement elements' operational activities. Costs associated with backfill for personnel supporting operational activities are allowable.

As with all OPSG personnel costs, OPSG grant funds will be used to supplement existing funds and will not replace (supplant) funds that have been appropriated for the same purpose. Applicants or recipients may be required to supply documentation certifying that a reduction in non-federal resources occurred for reasons other than the receipt or expected receipt of federal funds.

**Operational Overtime Costs**

OPSG funds should be used for operational overtime costs associated with law enforcement activities in support of border law enforcement agencies for enhanced border security. Overtime pay is for increased patrol time for certified public safety officers, along with limited support for other law enforcement direct support personnel (e.g., Communication Officers/Dispatchers, non-sworn patrol pilots, etc.). Overtime shall be reimbursed consistent with the non-federal entity's overtime policy and the requirements as stated below:

- i. Overtime is time worked that exceeds the required number of hours during an employee's designated shift;
- ii. Overtime must be worked to increase patrol capacity and be in support of identified and approved United States Border Patrol (USBP) border security operations;
- iii. The OPSG overtime hourly rate of pay will be no more than the approved overtime rate per local law and policy and must be in accordance with applicable state and federal regulations;
- iv. All overtime expenses under OPSG must be reasonable for the services rendered and conform to the non-federal entity's established written policy, which must apply to both federally funded and non-federally funded activities and comply with the other applicable requirements under 2 C.F.R. §§ 200.430-200.431; and
- v. The non-federal entity may not utilize OPSG funding to pay for an employee's overtime hours or pay that exceeds 16 hours worked in any 24-hour period.

**Intelligence Support**

Per 6 U.S.C. § 609(a), OPSG funds may, as applicable and operationally beneficial, be used to pay salaries and benefits or overtime for personnel to serve as qualified Intelligence Analysts to enable and enhance information/intelligence sharing capabilities, as well as support existing intelligence analysts previously covered by OPSG funding. Qualified OPSG-funded intelligence analysts can be assigned to an applicable law enforcement facility/intelligence function as long as information/intelligence sharing is maintained. To serve as an OPSG-funded intelligence analyst, personnel must meet at least one of the following criteria:

- i. Complete training to ensure baseline proficiency in intelligence analysis and production within six (6) months of being hired; and/or,
- ii. 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.

OPSG-funded intelligence analysts 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 the recipient's respective FEMA HQ Preparedness Officer upon request.

### **VIII. REGIONAL BORDER PROJECTS**

Recipients are encouraged to prioritize the acquisition and development of regional projects on the borders to maximize interoperability and coordination capabilities among federal agencies and with state, local, and tribal law enforcement partners. Such regional projects include:

- i. Communications equipment;
- ii. Radio systems and repeaters;
- iii. Integration with regional intelligence and information sharing effort (i.e., fusion centers):
  - o Intelligence analysts.
- iv. Situational Awareness equipment:
  - o License Plate Reader Networks;
  - o Visual detection and surveillance systems;
  - o Sensor Systems;
  - o Radar Systems (for air and/or marine incursions); and
  - o Aircraft systems (manned or unmanned).

### **IX. TRANSPORTATION COSTS AND COSTS RELATED TO THE PROVISION OF ACUTE MEDICAL CARE**

Vehicle, fuel, mileage, operational overtime, and other types of costs otherwise allowable under an OPSG award's HSGP NOFO are allowable where the costs are in support of the necessary transportation of individuals interdicted while carrying out allowable OPSG-funded activities or operations from the point of interdiction to an applicable law enforcement facility.

When transporting individuals interdicted in the course of carrying out allowable OPSG-funded activities or operations from the point of interdiction, non-Federal entities may charge vehicle, fuel, mileage, operational overtime, and other types of costs otherwise allowable under an OPSG award's HSGP NOFO associated with necessary transportation to provide acute medical care for individuals being transported from the point of interdiction. In such cases, non-Federal entities may also charge operational overtime for personnel that monitor a detained individual receiving acute medical care where the individual remains in the custody of the non-Federal law enforcement agency. Costs incurred beyond the acute phase of medical care (e.g., upon admission to the hospital, or after transfer from an acute care facility to the hospital) and costs incurred once the custodial responsibility of the individual is transferred to CBP are not allowable under OPSG.

Costs described above are allowable regardless of what entity or agency initially makes the interdiction. Personnel costs incurred by non-Federal law enforcement agencies eligible under OPSG (including deputies, corrections officers, or detention officers) for costs described above are allowable.

**X. TEMPORARY OR TERM APPOINTMENTS**

Temporary or term appointments are allowable under an OPSG award, so long as they comply with the following:

- i. Subrecipients may utilize temporary or term appointments to augment the law enforcement presence on the borders. However, applying funds toward hiring full-time or permanent sworn public safety officers is unallowable;
- ii. OPSG-funded temporary or term appointments may not exceed the approved period of performance:
  - For OPSG purposes, temporary appointments are non-status appointments for less than one year; and
  - For OPSG purposes, term appointments are non-status appointments for one year, extendable for one year as necessary.
- iii. OPSG funding for temporary or term appointments may pay for salary only. Benefits are not allowable expenses for term or temporary employees;
- iv. OPSG remains a non-hiring program. Appropriate uses of temporary or term appointments include:
  - To carry out specific enforcement operations work for ongoing OPSG-funded patrols throughout the Sector Area of Operation;
  - To staff operations of limited duration, such as OPSG-enhanced enforcement patrols targeting specific locations or criminal activity; and
  - To fill OPSG positions in activities undergoing transition or personnel shortages and local backfill policies (medical/military deployments).
- v. OPSG term and temporary appointments must have all necessary certifications and training to enforce state and local laws. OPSG funds will not be used to train or certify term or temporary appointments except as otherwise stated in this NOFO and the Preparedness Grants Manual; and
- vi. FEMA provides no guarantee of funding for temporary or term appointments. In addition to the terms of this NOFO, subrecipients must follow their own applicable policies and procedures regarding temporary or term appointments.

**j. *Unallowable Costs for SHSP, UASI, and OPSG***

Per FEMA policy, the purchase of weapons and weapons accessories, including ammunition, is not allowed with HSGP funds. Grant funds may not be used for the purchase of equipment not approved by FEMA. Grant funds must comply with [FEMA Policy 207-22-0002, Prohibited or Controlled Equipment Under FEMA Awards](#), and may not be used for the purchase of the following equipment: firearms; ammunition; grenade launchers; bayonets; or weaponized aircraft, vessels, or vehicles of any kind with weapons installed. Unauthorized exercise-related costs include:

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

#### I. UNALLOWABLE COSTS FOR OPSG ONLY

OPSG unallowable costs include costs associated with evidence collection, arrest processing, prosecution, and Traffic/DUI checkpoints, such as evidence documentation cameras, fingerprinting supplies, alcohol breathalyzers, portable work lights, traffic barricades, and similar law enforcement expenses. OPSG unallowable costs also 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 421b](#), or contact their FEMA HQ Preparedness Officer for guidance and clarification. Due to the nature of OPSG, exercise expenses are not allowable costs under OPSG.

### E. Application Review Information

#### 1. Application Evaluation Criteria

##### a. *Programmatic Criteria*

#### I. RISK METHODOLOGY

The risk methodology determines the relative risk of terrorism faced by a given area considering the potential risk of terrorism to people, critical infrastructure, and economic security. The analysis includes, but is not limited to, threats from violent domestic extremists, international terrorist groups, individuals inspired by terrorists abroad, and the assessment of vulnerabilities and potential consequences. DHS defines risk as: “potential for an adverse outcome assessed as a function of hazard/threats, assets and their vulnerabilities, and consequences.” See DHS Lexicon Terms and Definitions: 2018 Edition – Revision 04, (Apr. 2018). The FEMA risk methodology is focused on three elements:

- Threat:** the likelihood of an attack being attempted by an adversary;
- Vulnerability:** the likelihood that an attack is successful, given that it is attempted; and
- Consequence:** the effect of an event, incident, or occurrence.

NOTE: The THIRA/SPR process is separate from the risk methodology and its results do not affect grant allocations.

The Risk Methodology is used to inform allocations under HSGP. For more information on the SHSP, UASI, and OPSG allocation processes, please see

Section B.1 of this NOFO, “Available Funding for the NOFO.”

## II. APPLICATION EVALUATION CRITERIA

FEMA will evaluate the FY 2024 HSGP applications for completeness, adherence to programmatic guidelines, and anticipated effectiveness of the proposed investments. FEMA’s review will include verification that each IJ and project:

- Aligns with at least one core capability identified in the Goal;
- Demonstrates how investments support building capability and/or closing capability gaps or sustaining capabilities identified in the THIRA/SPR process; and
- Supports a NIMS-typed resource and whether those assets are deployable/shareable to support emergency or disaster operations per existing EMAC agreements.

In addition to the above, FEMA will evaluate whether proposed projects are: 1) both feasible and effective at reducing the risks for which the project was designed; and 2) able to be fully completed within the three-year period of performance. FEMA will use the information provided in the application and after the submission of the first BSIR to determine the feasibility and effectiveness of a grant project. To that end, IJs should include:

- An explanation of how the proposed project(s) will achieve objectives as identified in the SPR, including expected long-term impact where applicable, and which core capability gap(s) it helps to close and how;
- A summary of the status of planning and design efforts accomplished to date (e.g., included in a capital improvement plan); and
- A project schedule with clear milestones.

Recipients are expected to conform, as applicable, with accepted engineering practices, established codes, standards, modeling techniques, and best practices, and participate in the development of case studies demonstrating the effective use of grant funds, as requested.

FEMA will also review any submitted National Priority Area-aligned IJs and projects to ensure they meet the minimum spend requirements. Additional information on how the National Priority Area IJs and projects will be reviewed for effectiveness is included in the Review and Selection Process section below.

### b. *Financial Integrity Criteria*

Prior to making a federal award, FEMA is required by 31 U.S.C. § 3354, as enacted by the Payment Integrity Information Act of 2019, Pub. L. No. 116-117 (2020); 41 U.S.C. § 2313; and 2 C.F.R. § 200.206 to review information available through any Office of Management and Budget (OMB)-designated repositories of governmentwide eligibility qualification or financial integrity information, including whether SAM.gov identifies the applicant as being excluded from receiving federal

awards or is flagged for any integrity record submission. FEMA may also pose additional questions to the applicant to aid in conducting the pre-award risk review. Therefore, application evaluation criteria may include the following risk-based considerations of the applicant:

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

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

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

- i. FEMA is required by 41 U.S.C. § 2313 and 2 C.F.R. § 200.206(a)(2) to review and consider any information about the applicant, including information on the applicant's immediate and highest-level owner, subsidiaries, and predecessors, if applicable, that is in the designated integrity and performance system accessible through the System for Award Management (SAM), which is currently the [Federal Awardee Performance and Integrity Information System](#) (FAPIIS).
- ii. An applicant, at its option, may review information in FAPIIS and comment on any information about itself that a federal awarding agency previously entered.
- iii. FEMA will consider any comments by the applicant, in addition to the other information in FAPIIS, in making a judgment about the applicant's integrity, business ethics, and record of performance under federal awards when completing the review of risk posed by applicants as described in 2 C.F.R. § 200.206.

**2. Review and Selection Process**

**a. *SHSP and UASI***

All proposed investments will undergo a federal review by DHS/FEMA to verify compliance with all administrative and eligibility criteria identified in the NOFO. The federal review will be conducted by FEMA HQ Preparedness Officers. FEMA HQ Preparedness Officers will use a checklist to verify compliance with all administrative and eligibility criteria identified in the NOFO. Recipients must be able to demonstrate how investments support building capability and/or closing capability gaps or sustaining capabilities identified in the THIRA/SPR process. IJs will be reviewed at both the investment and project level.

Emergency communications investments will be jointly reviewed by FEMA and CISA's Emergency Communications Division (ECD) to verify compliance with SAFECOM Guidance on Emergency Communications Grants (SAFECOM Guidance). FEMA and ECD will coordinate directly with the recipient on any compliance concerns and will provide technical assistance as necessary to help ensure full compliance.

**Additional Effectiveness Evaluation Criteria for the National Priority Areas**

FEMA will evaluate the FY 2024 HSGP IJs and projects submitted in support of the National Priority Areas for anticipated effectiveness. FEMA's review will include verification that each IJ or project meets the National Priority Area required spend percentages.

Cybersecurity investments will be reviewed by DHS/FEMA, CISA, and other DHS components as appropriate, for compliance with purposes and requirements of the priority investment area. Proposed investments will be reviewed for effectiveness using the criteria set forth in this NOFO.

Soft Targets/Crowded Places investments will be reviewed by DHS/FEMA, CISA, and other DHS components as appropriate, for compliance with purposes and requirements of the priority investment area. Proposed investments will be reviewed for effectiveness using the criteria set forth in this NOFO.

Information Sharing and Cooperation Investments will be reviewed by DHS/FEMA, DHS Office of Intelligence and Analysis, and other DHS components as appropriate, for compliance with purposes and requirements of the priority investment area. Proposed investments will be reviewed for effectiveness using the criteria set forth in this NOFO.

For additional information on Fusion Center requirements, please see the [Preparedness Grants Manual](#).

Domestic violent extremism investments will be reviewed by DHS/FEMA, DHS Office of Intelligence and Analysis, DHS Center for Prevention Programs and Partnerships, and other DHS components as appropriate, for compliance with purposes and requirements of the priority investment area. Proposed investments will be reviewed for effectiveness using the scoring criteria set forth in this NOFO.

Community preparedness and resilience investments will be reviewed by DHS/FEMA and other DHS components as appropriate, for compliance with purposes and requirements of the priority investment area. Proposed investments will be reviewed for effectiveness using the scoring criteria set forth in this NOFO.

Election security investments will be reviewed by DHS/FEMA, CISA, and other DHS components as appropriate, for compliance with purposes and requirements of

the priority investment area. Proposed investments will be reviewed for effectiveness using the scoring criteria set forth in this NOFO.

FEMA will determine whether the proposed approach is clear, logical, and reasonable to address the priority areas of interest and contribute to a culture of national preparedness. This includes factors such as the objectives and strategies proposed to address the priority area, how the objectives and strategies overcome legal, political, or practical obstacles to reduce overall risk, the process, and criteria to select additional relevant projects, and the approach to monitor awards to satisfy the funding percentage allocations.

For applicants that elect to submit IJs and project-level details for the National Priority Areas at the time of application, effectiveness will be evaluated prior to award. If the projects are found to not sufficiently align with the National Priority Area(s), applicants may have funds placed on hold (up to 30%) until the projects are revised to satisfactorily address the National Priority Areas.

For applicants that elect to submit IJs and project-level details for the National Priority Areas as part of their December 2024 BSIR, they will have funds placed on hold in the amount of 30%. The hold will be released only after their December 2024 BSIR submission has been reviewed, projects related to the National Priority Areas deemed in alignment by DHS/FEMA, and the funding hold is removed by FEMA.

***SAAs are still required to meet pass-through requirements even if funds are on hold related to the National Priority Areas.***

To that end, IJs should include:

- How the proposed investment addresses the National Priority Area;
- An explanation of how the proposed projects were selected and will achieve objectives and strategies to build or sustain the core capability gaps identified in the SPR, including expected long-term impact where applicable; and
- A summary of the collaboration efforts to prevent, prepare for, protect against, and respond to acts of terrorism as well as anticipated outcomes of the project.

For FY 2024 SHSP and UASI investments and projects related to the National Priority Areas, effectiveness will be evaluated based on the following four factors:

- Investment Strategy (40%): Proposals will be evaluated based on the quality and extent to which applicants describe an effective strategy that demonstrates that proposed projects support the program objective of preventing, preparing for, protecting against, and responding to acts of terrorism, to meet its target capabilities, and otherwise reduce the overall risk to the high-risk urban area, the state, or the Nation.
- Budget (20%): Proposals will be evaluated based on the extent to which applicants describe a budget plan for each investment demonstrating how the applicant will maximize cost effectiveness of grant expenditures.

- Impact/Outcomes (40%): Proposals will be evaluated on how the investment helps the jurisdiction close capability gaps identified in its SPR and addresses the relevant National Priority Area outlined in this NOFO. Further, proposals will be evaluated on their identification and estimated improvement of core capability(ies), the associated standardized target(s) that align with their proposed investment, and the ways in which the applicant will measure and/or evaluate improvement.
- Past Performance (additional consideration): Proposals will be evaluated based on the applicants demonstrated capability to execute the proposed investments. In evaluating applicants under this factor FEMA will consider the information provided by the applicant and may also consider relevant information from other sources.

**b. OPSG**

Applications will be reviewed by the SAA and USBP Sector Headquarters for completeness and adherence to programmatic guidelines and evaluated for anticipated feasibility, need, and impact of the Operations Orders. For more information on Operations Orders and other requirements of OPSG, see section D.10 above and the [Preparedness Grants Manual](#).

DHS/FEMA will verify compliance with all administrative and eligibility criteria identified in the NOFO and required submission of Operations Orders and Inventory of Operations Orders by the established due dates. DHS/FEMA and USBP will use the results of both the risk analysis and the federal review by DHS/FEMA to make recommendations for funding to the Secretary of Homeland Security.

FY 2024 OPSG funds will be allocated among the eligible jurisdictions based on risk-based prioritization using the OPSG Risk Assessment described above. Final funding allocations are determined by the Secretary of Homeland Security, who may consider information and input from various law enforcement offices or subject-matter experts within the Department. Factors considered include, but are not limited to threat, vulnerability, miles of the border, and other border-specific law enforcement intelligence, as well as the feasibility of FY 2024 Operations Orders to designated localities within border states and territories.

**F. Federal Award Administration Information**

**1. Notice of Award**

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

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

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

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

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

## 2. Pass-Through Requirements

Awards made to the SAA for HSGP carry additional **statutorily mandated** pass-through requirements. Pass-through is defined as an obligation on the part of the SAA to make funds available to local units of government, combinations of local units, tribal governments, or other specific groups or organizations. These entities are defined at 6 U.S.C. § 101(13) as:

- A county, municipality, city, town, township, local public authority, school district, special district, intrastate district, council of governments (regardless of whether the council of governments is incorporated as a nonprofit corporation under State law), regional or interstate government entity, or agency or instrumentality of a local government.
- An Indian tribe or authorized tribal organization, or in Alaska a Native village or Alaska Regional Native Corporation.
- A rural community, unincorporated town or village, or other public entity.

### **Four criteria must be met to pass-through grant funds:**

- The SAA must make a firm written commitment to passing through grant funds to subrecipients;
- The SAA's commitment must be unconditional (i.e., no contingencies for the availability of SAA funds);
- There must be documentary evidence (i.e., award document, terms, and conditions) of the commitment; and
- The award terms must be communicated to the subrecipient.

### **Timing and Amount**

The SAA must pass-through at least 80% of the funds awarded under SHSP and UASI to the above-defined local or tribal units of government within 45 calendar days of receipt of the funds. "Receipt of the funds" occurs either when the SAA accepts the award or 15 calendar days after the SAA receives notice of the award, whichever is earlier.

SAAs are sent notification of HSGP awards via the FEMA GO system. If an SAA accepts its award within 15 calendar days of receiving notice of the award in the FEMA GO system, the 45 calendar days pass-through period will start on the date the SAA accepted the award.

Should an SAA not accept the HSGP award within 15 calendar days of receiving notice of the award in the FEMA GO system, the 45 calendar days pass-through period will begin 15 calendar days after the award notification is sent to the SAA via the FEMA GO system.

It is important to note that the period of performance start date does not directly affect the start of the 45 calendar days pass-through period. For example, an SAA may receive notice of the HSGP award on August 25, 2024, while the period of performance dates for that award are September 1, 2024, through August 31, 2027. In this example, the 45-day pass-through period will begin on the date the SAA accepts the HSGP award or September 9, 2024 (15 calendar days after the SAA was notified of the award), whichever date occurs first. The period of performance start date of September 1, 2024 would not affect the timing of meeting the 45-calendar day pass-through requirement.

### **Other SHSP and UASI Pass-Through Requirements**

The signatory authority of the SAA must certify in writing to DHS/FEMA that pass-through requirements have been met. ***A letter of intent (or equivalent) to distribute funds is not considered sufficient.*** A letter of intent is not a firm commitment and if issued before FEMA makes the award, then a letter of intent is also not unconditional since it is inherently conditioned on receipt of funds.

The pass-through requirement does not apply to SHSP awards made to the District of Columbia, Guam, American Samoa, the U.S. Virgin Islands, or the Commonwealth of the Northern Mariana Islands. ***The Commonwealth of Puerto Rico is required to comply with the pass-through requirement,*** and its SAA must also obligate at least 80% of the funds to local units of government within 45 calendar days of receipt of the funds.

Under SHSP, the SAA may retain more than 20% of funding for expenditures made by the state on behalf of the local unit(s) of government, such as expenditures by the state in order to pass through goods or services to local unit(s) of government in lieu of cash. This may occur only with the written consent, such as a Memorandum of Understanding, between the SAA and the local unit(s) of government. Separate written consent is necessary for each local unit of government in which more than 20% of funding is retained on their behalf by the state. The written consent must specify the amount of funds to be retained and the intended use of funds, including whether any goods or services will be passed through in lieu of cash. It must also be signed by authorized representatives of both the state and the local unit of government.

States shall review their written consent agreements yearly and ensure that they are still valid. If a written consent agreement is already in place from previous fiscal years, DHS/FEMA will continue to recognize it for FY 2024, unless the written consent review indicates the local government is no longer in agreement. If modifications to the existing agreement are necessary, the SAA should contact their assigned FEMA HQ Preparedness Officer. However, even if a written consent agreement is in place from previous fiscal years, ***the SAA must still initially carry out the pass-through documentation for its FY 2024 award and comply with the four pass-through criteria described above before the written consent agreement can take effect for purposes of the FY 2024 funding.***

### **Additional OPSG Requirements**

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 budget has been reviewed and approved through an official electronic mail notice issued by DHS/FEMA removing this special programmatic condition.

### **3. Administrative and National Policy Requirements**

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

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

- Environmental Planning and Historic Preservation (EHP) Compliance
- FirstNet
- National Incident Management System (NIMS) Implementation
- SAFECOM

#### **a. *DHS Standard Terms and Conditions***

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

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

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

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

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

The DHS Standard Terms and Conditions include a fuller list of the civil rights provisions that apply to recipients. These terms and conditions can be found in the [DHS Standard Terms and Conditions](#). Additional information on civil rights

provisions is available at <https://www.fema.gov/about/offices/equal-rights/civil-rights>.

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

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

**c. *Environmental Planning and Historic Preservation (EHP) Compliance***

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

**d. *National Incident Management System (NIMS) Implementation***

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

**e. *Emergency Communication Investments***

If an entity uses HSGP funding to support emergency communications investments, the following requirements shall apply to all such grant-funded communications investments in support of the emergency communications priorities and recognized best practices:

- The signatory authority for the SAA must certify in writing to DHS/FEMA their compliance with the [SAFECON Guidance](#). The certification letter should be coordinated with the SWIC for each state and must be uploaded to FEMA GO at the time of the first Program Performance Report submission.
- All states and territories must designate a full-time SWIC who has the authority and resources to actively improve interoperability with emergency management and response agencies across all levels of government, to include establishing statewide plans, policies, and procedures, and coordinating decisions on communications investments funded through federal grants. Note that the designated full-time SWIC may also be the state's or territory's cybersecurity point of contact. SWIC status information will be maintained by CISA and will be verified by FEMA GPD through programmatic monitoring activities.
- By the period of performance end date, all states and territories must update the SCIP, with a focus on communications resilience/continuity, to include assessment and mitigation of all potential risks identified in the SCIP: natural disasters, accidental damage (human failures), intentional damage (sabotage, terrorism), cybersecurity, etc. Following the initial update, the SCIP should be updated on an annual basis. SCIP status information will be maintained by

CISA and will be verified by FEMA GPD through programmatic monitoring activities.

All states and territories must test their emergency communications capabilities and procedures (as outlined in their operational communications plans) in conjunction with regularly planned exercises (separate/addition emergency communications exercises are not required). Exercises should be used to both demonstrate and validate skills learned in training and to identify gaps in capabilities. Resilience and continuity of communications should be tested during training and exercises to the greatest extent possible. Further, exercises should include participants from multiple jurisdictions, disciplines, and levels of government and include emergency management, emergency medical services, law enforcement, interoperability coordinators, public health officials, hospital officials, officials from colleges and universities, and other disciplines and private sector entities, as appropriate. Findings from exercises should be used to update programs to address gaps in emergency communications as well as emerging technologies, policies, and partners. Recipients are encouraged to increase awareness and availability of emergency communications exercise opportunities across all levels of government.

States, territories, and other eligible grant recipients are advised that HSGP funding may be used to support communications planning (including the cost of hiring a SWIC, participation in governance bodies and requirements delineated above), training, exercises, and equipment costs. Costs for transitioning to the FirstNet network may also be eligible. More information regarding FirstNet can be found in the [Preparedness Grants Manual](#).

**f. *Mandatory Disclosures***

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

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

**4. Reporting**

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

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

## 5. Monitoring and Oversight

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

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

## G. DHS Awarding Agency Contact Information

### 1. Contact and Resource Information

#### a. *Program Office Contact*

FEMA has assigned state-specific Preparedness Officers for the HSGP. If you do not know your Preparedness Officer, please contact FEMA Grants News by phone at (800) 368-6498 or by email at [fema-grants-news@fema.dhs.gov](mailto:fema-grants-news@fema.dhs.gov), Monday through Friday, 9:00 AM – 5:00 PM ET.

#### b. *FEMA Grants News*

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

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

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

#### d. *FEMA Regional Offices*

FEMA Regional Offices provide some fiscal support functions, including cash analysis and financial monitoring for this program. The FEMA Grant Programs Directorate, Office of Grants Administration, is responsible for financial and programmatic management of this program, and provides technical assistance, as needed or requested.

FEMA Regional Office contact information is available at:

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

**e. *Equal Rights***

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

**f. *Environmental Planning and Historic Preservation***

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

**2. Systems Information**

**a. *FEMA GO***

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

**b. *FEMA Preparedness Toolkit***

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

**H. Additional Information**

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

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

- Period of Performance Extensions
- Procurement Integrity
- Record Retention
- Termination Provisions
- Whole Community Preparedness
- Report Issues of Fraud, Waste, and Abuse
- Hazard Resistant Building Codes
- Other Post-Award Requirements

## 1. Termination Provisions

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

### a. *Noncompliance*

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

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

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

### c. *Notification by the Recipient*

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

## 2. Program Evaluation

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

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

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

## 3. Financial Assistance Programs for Infrastructure

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

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

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

The Buy America preference only applies to articles, materials, and supplies that are consumed in, incorporated into, or affixed to an infrastructure project. As such, it

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

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

**b. *Waivers***

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

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

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

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

**c. *Definitions***

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

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

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

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

#### 5. National Threat Evaluation and Reporting (NTER) Program Office

As the threat landscape continues to evolve, the DHS Office of Intelligence and Analysis (I&A) [National Threat Evaluation and Reporting \(NTER\) Program Office](#) empowers homeland security partners to adapt to new threats and prevent terrorism and targeted violence. NTER equips homeland security partners with tools and resources to identify, report, and mitigate threats of terrorism and targeted violence to keep the Homeland safe primarily through two lines of effort: the [Nationwide Suspicious Activity Reporting \(SAR\) Initiative \(NSI\)](#) and [Behavioral Threat Assessment Integration](#).

##### a. Behavioral Threat Assessment Integration

NTER assists federal, state, local, tribal, and territorial (F/SLTT) partners with integrating a behavioral approach to violence prevention into their processes for identifying and mitigating homeland security threats of targeted violence, regardless of motive. Through training, partner capacity building, and information sharing, NTER supports the identification and mitigation of threats. The Office fills a national gap by providing a framework for Behavioral Threat Assessment and Management (BTAM) as a best practice for targeted violence prevention.

- The [Master Trainer Program](#) certifies F/SLTT partners in the instruction of BTAM techniques and best practices. This instructor development and certification program prepares F/SLTT partners to engage their local communities and empowers homeland partners to help mitigate threats and aid in preventing acts of targeted violence.
- [Foundations of Targeted Violence Prevention eLearning](#): This one-hour eLearning empowers partners to recognize threats or potentially concerning behaviors; understand what behaviors may be displayed by a person who is on a pathway to violence; learn where to report information of concern; and understand how the information reported will be used to keep our communities safe.

##### b. Nationwide Suspicious Activity Reporting Initiative

The NSI is a joint collaborative effort by the U.S. Department of Homeland Security, the Federal Bureau of Investigation, and F/SLTT law enforcement partners. This initiative provides law enforcement with a tool to help prevent terrorism and other related criminal activity by establishing a national capacity for identifying, gathering, documenting, processing, analyzing, and sharing tips and leads. The NSI is a standardized process for identifying, reporting, and sharing suspicious activity in jurisdictions across the country.

- [SAR Standardized Technical Assistance Consultation Guide](#): This document provides an overview of the technical assistance and training services.

- [Online SAR Training for Law Enforcement and Hometown Security Partners:](#)  
To increase the effectiveness of this multifaceted approach, the NSI has developed training programs for frontline officers and hometown security partners on how to report identified suspicious activity to the proper authorities while maintaining the protection of citizens' privacy, civil rights, and civil liberties.
- [Nationwide Suspicious Activity Reporting \(SAR\) Initiative \(NSI\) Fundamentals | Homeland Security \(dhs.gov\):](#) This one-hour training course provides an interactive overview of the NSI. It provides users an understanding of the evaluation process used to determine whether identified behavior adheres to the Information Sharing Environment Functional Standard criteria, in accordance with privacy, civil rights, and civil liberties protections.



***Cal* OES**

**GOVERNOR'S OFFICE  
OF EMERGENCY SERVICES**

**Fiscal Year 2024  
Homeland Security Grant Program**

***California Supplement to the  
Federal Notice of Funding Opportunity***

*December 2024*

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A – FY 2024 HSGP Allocations  
 B – FY 2024 HSGP Timeline  
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**Federal Program Announcement**

On April 16, 2024, the U.S. Department of Homeland Security (DHS)/Federal Emergency Management Agency (FEMA) issued the Fiscal Year (FY) 2024 Homeland Security Grant Program (HSGP), [Notice of Funding Opportunity](#) (NOFO) and the FEMA [Preparedness Grants Manual](#).

Subrecipients must follow the programmatic requirements in the NOFO, FEMA Preparedness Grants Manual, and the applicable provisions of the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards located in [Title 2, Code of Federal Regulations \(C.F.R.\), Part 200](#).

**Information Bulletins**

DHS issues [Information Bulletins](#) (IBs) to provide updates, clarification, and new requirements throughout the life of the grant.

**Grant Management Memoranda**

Cal OES issues [Grant Management Memoranda](#) (GMMs) which provide additional information and requirements regarding HSGP funds.

**Purpose of the California Supplement**

The FY 2024 HSGP California Supplement to the NOFO (State Supplement) is intended to complement, rather than replace, the NOFO and the FEMA [Preparedness Grants Manual](#). Applicants are highly encouraged to thoroughly read the NOFO and the Preparedness Grants Manual before referring to the State Supplement. The State Supplement will emphasize differences between the FY 2023 and FY 2024 HSGP and highlight additional California policies and requirements applicable to FY 2024 HSGP.

**Eligible Subrecipients**

Eligible Applicants, referred to as Subrecipients, include Counties/Operational Areas (OAs), Urban Areas (UAs), State Agencies (SAs), Departments, Commissions, and Boards who have or can obtain appropriate state Department of Finance budget authority for awarded funds, and federally recognized tribes located in California.

**Tribal Allocations**                      The NOFO strongly encourages Cal OES to provide HSGP funds directly to tribes in California. To implement this requirement, a special Competitive Funding Opportunity (CFO) will be issued to California's federally recognized tribes. All Subrecipients are encouraged to coordinate with tribal governments to ensure that tribal needs are considered in their grant applications.

**Subrecipient Allocations**                      FY 2024 HSGP Subrecipient final allocations are provided in Attachment A and reflect reductions to Subrecipients who did not submit minimum thresholds for National Priority Areas, including Subrecipients opting out of the award altogether, and increases to Subrecipients that are helping meet statewide minimum level National Priority Area requirements.

**Supplanting**                      Grant funds must be used to supplement existing funds, not replace (supplant) funds that have been appropriated for the same purpose. Subrecipients may be required to provide supporting documentation that certifies a reduction in non-federal resources that occurred for reasons other than the receipt or expected receipt of federal funds. Supplanting will result in the disallowance of the activity associated with this improper use of federal grant funds.

**Public/Private Organizations**                      Subrecipients may contract with other public or private organizations to perform eligible activities on approved HSGP projects.

**Debarred/  
Suspended  
Parties**                      Subrecipients must not make or permit any award (subaward or contract) at any tier, to any party, that is debarred, suspended, or otherwise excluded from, or ineligible for, participation in federal assistance programs.

Subrecipients must obtain documentation of eligibility before making any subaward or contract using HSGP funds and must be prepared to present supporting documentation to monitors/auditors.

Before entering into a Grant Subaward, the Subrecipient must notify Cal OES if it knows if any of the principals under the subaward fall under one or more of the four criteria listed at [2 C.F.R. § 180.335](#).

**Debarred/  
Suspended  
Parties  
Cont.**

The rule also applies to Subrecipients who pass through funding to other local entities.

If at any time after accepting a subaward, Subrecipients learn that any of its principals fall under one or more of the criteria listed at [2 C.F.R. § 180.335](#), immediate written notice must be provided to Cal OES and all grant activities halted until further instructions are received from Cal OES. The rule also applies to subawards passed through by Subrecipients to local entities.

**Key Changes to  
the FY 2024  
HSGP**

**National Priority Areas:** There are six National Priority Areas (NPAs) for FY 2024. The primary change for FY 2024 is that only the Enhancing Election Security NPA maintains a 3% minimum spend. SHSP and UASI applicants must include one Investment Justification (IJ) for each NPA that has a minimum spend requirement, where applicable. For the NPAs with no minimum spend requirement, the Department of Homeland Security strongly encourages recipients to make investments in those areas as they are of critical national concern. For those NPAs that have an associated minimum spend, **all projects related to meeting the minimum spend for those NPAs must be included in the same IJ.**

The six NPAs, along with the relevant minimum spend requirement, are:

- Enhancing information and intelligence sharing and cooperation with federal agencies, including the Department of Homeland Security – NEW: no minimum spend;
- Enhancing the protection of soft targets/crowded places –NEW: no minimum spend;
- Enhancing cybersecurity – no minimum spend;
- Enhancing community preparedness and resilience – NEW: no minimum spend;
- Combating domestic violent extremism – NEW: no minimum spend ;
- Enhancing election security – 3% minimum.

**Key Changes to  
the FY 2024  
HSGP  
Cont.**

**Purchasing Under a FEMA Award: 2024 OMB Revisions:**

The Office of Management and Budget (OMB) has updated parts of the OMB Guidance for Grants and Agreements in Title 2 of the Code of Federal Regulations. These updates will apply to FEMA awards with an award date on or after October 1, 2024.

Key changes include updates to the federal procurement standards at [2 C.F.R. §§ 200.317 – 200.327](#), which govern how FEMA award recipients and subrecipients must conduct purchases under a FEMA award.

FEMA will update its policy and guidance documents to incorporate these revisions, but for now, please refer to the [Purchasing Under a FEMA Award: 2024 OMB Revisions Fact Sheet](#) for more information.

Details on all the 2 C.F.R. revisions can be found on the [Federal Register's Guidance for Federal Financial Assistance webpage](#).

For more information on the federal procurement standards, visit [Contracting with Federal Funds for Goods and Services Before, During and After Disasters | FEMA.gov](#).

## Section 2 – Federal Changes and Initiatives | 2024

**FY 2024 National  
Priorities**

DHS/FEMA annually publishes the [National Preparedness Report](#) (NPR) to report national progress in building, sustaining, and delivering the core capabilities outlined in the goal of a secure and resilient nation. This analysis provides a national perspective on critical preparedness trends for whole community partners to use to inform program priorities, allocate resources, and communicate with stakeholders about issues of concern.

HSGP Subrecipients are required to prioritize grant funding to demonstrate how investments support closing capability gaps or sustaining capabilities identified in the Threat Hazard Identification and Risk Assessment (THIRA)/Stakeholder Preparedness Review (SPR) process.

DHS/FEMA continually assesses changes to the threat landscape to further the National Preparedness Goal (NPG) of a secure and resilient nation. The following are national priority areas for FY 2024, including the corresponding percentage of funds required in each area:

- Enhancing information and intelligence sharing and cooperation with federal agencies, including DHS – no minimum;
- Enhancing the protection of soft targets/crowded places – no minimum;
- Enhancing cybersecurity – no minimum;
- Enhancing community preparedness and resilience – no minimum;
- Combating domestic violent extremism through enhanced intelligence collection & analysis, training, and community resilience – no minimum; and
- Enhancing election security – 3% minimum.

**Subrecipients must spend a minimum of 30% of their SHSP and UASI awards across the six NPAs but have flexibility on how that funding is allocated. Only the Enhancing Election Security NPA has a minimum spend requirement of 3%. The remaining 27% can be allocated across any of the NPAs.**

## Section 2 – Federal Changes and Initiatives | 2024

**FY 2024 National  
Priorities Cont.**

National Priority projects will be reviewed for effectiveness by DHS/FEMA and must be deemed effective prior to the obligation or expenditure of funds.

Projects requiring additional information for DHS/FEMA to determine effectiveness of the project, or projects deemed ineffective, will have a hold placed on their subaward pending submission of requested information and DHS/FEMA approval. Once a project is approved by DHS/FEMA, modifications to the project have special restrictions regarding modifications as indicated below:

Modifications which do not change the project scope and do not decrease the overall project budget can be processed via regular modification request.

Modifications which change the project scope or decrease the overall project budget will require DHS/FEMA approval and must be requested on the [National Priority Project Modification Form](#).

Effectiveness will be evaluated by DHS/FEMA, Cybersecurity and Infrastructure Security Agency, DHS Office of Intelligence and Analysis, DHS Center for Prevention Programs and Partnerships, and/or other DHS components, as appropriate. FEMA will determine whether the proposed approach is clear, logical, and reasonable to address the priority areas of interest and contribute to a culture of national preparedness, based on the following four factors:

- **Investment Strategy (40%):** Projects will be evaluated based on the quality and extent to which the strategy effectively demonstrates supporting the program objective of preventing, preparing for, protecting against, and responding to acts of terrorism, to meet its target capabilities, and otherwise reduce the overall risk to the high-risk urban area, the state, or the nation.
- **Budget (20%):** Projects will be evaluated based on the extent to which a budget plan for each investment demonstrates how grant expenditures maximize cost effectiveness.

## Section 2 – Federal Changes and Initiatives | 2024

**FY 2024 National  
Priorities Cont.**

- **Impact/Outcomes (40%):** Projects will be evaluated on how this investment helps the jurisdiction close capability gaps identified in its Stakeholder Preparedness Review and addresses NPs outlined in the FY 2024 NOFO. Further, projects will be evaluated on their identification and estimated improvement of core capability(ies), the associated standardized target(s) that align with their proposed investment, and the ways in which improvements are measured and/or evaluated.
- **Past Performance (additional consideration):** Projects will be evaluated based on the Subrecipient's demonstrated capability to execute the proposed investments. Under this factor, FEMA will consider the information provided by the Subrecipient and may also consider relevant information from other sources.

A detailed description of allowable investments for each NP is included in the [FY 2024 HSGP NOFO \(Section A\)](#).

**National  
Campaigns and  
Programs**

**Whole Community Preparedness** – Subrecipients should engage with the whole community to advance individual and community preparedness and to work as a nation to build and sustain resilience. In doing so, Subrecipients are encouraged to consider the needs of individuals with access and functional needs and limited English proficiency in the activities and projects funded by the grant.

Subrecipients should utilize [established best practices for whole community inclusion](#) and engage with stakeholders to advance individual and jurisdictional preparedness and resilience. Subrecipients are encouraged to consider the necessities of all Californians in the activities and projects funded by the grant, including children, seniors, individuals with disabilities or access and functional needs, individuals with diverse culture and language use, individuals with lower economic capacity, and other underserved populations. Additional information regarding community preparedness and resilience is available through [Individuals and Communities](#).

Section 2 – Federal Changes and Initiatives | 2024

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**National  
Campaigns and  
Programs Cont.**

**Active Shooter Preparedness** – DHS developed a comprehensive [Active Shooter Preparedness website](#), which strives to enhance national preparedness through a whole-community approach by providing the necessary products, tools, and resources to help all stakeholders prepare for and respond to an active shooter incident. Subrecipients are encouraged to review the referenced active shooter resources and evaluate their preparedness needs.

**Soft Targets and Crowded Places** – States, territories, UAs, and public and private sector partners are encouraged to identify security gaps and build capabilities that address security needs and challenges related to protecting locations or environments that are easily accessible to large numbers of people on a predictable or semi-predictable basis that have limited security or protective measures in place, including town centers, shopping malls, open-air venues, outside hard targets/venue perimeters, and other places of meeting and gathering. For more information, please see DHS's [Hometown Security Program](#).

**Community Lifelines** – FEMA created Community Lifelines to reframe incident information and impacts using plain language and unity of effort to enable the integration of preparedness efforts, existing plans, and identifies unmet needs to better anticipate response requirements. Additional information may be found at the [Community Lifelines Implementation Toolkit website](#).

**Strategic Framework for Countering Terrorism and Targeted Violence** – DHS adopted the [DHS Strategic Framework for Countering Terrorism and Targeted Violence](#) which explains how the department will use the tools and expertise that have protected and strengthened the country from foreign terrorist organizations to address the evolving challenges of today.

Section 2 – Federal Changes and Initiatives | 2024

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**National  
Campaigns and  
Programs Cont.**

**Countering Violent Extremism (CVE) Training** - Foreign terrorist groups and individual terrorist thought leaders recruit or inspire Westerners to carry out attacks against western and U.S. targets, including individuals living in communities with the U.S. via, but not limited to, print, video, and social media, as well as through personal interaction. But we also know that violent extremism is not a phenomenon restricted solely to one community and that any effort to counter violent extremism must be applicable to all ideologically motivated violence. Efforts to provide information and training regarding CVE should emphasize the strength of local communities' approach.

**National  
Cybersecurity  
Review**

The [National Cybersecurity Review \(NCSR\)](#) is a required assessment for all Subrecipients of State Homeland Security Program (SHSP) and Urban Areas Security Initiative (UASI) funding to be completed between October 2024 and February 2025.

The NCSR is a no-cost, anonymous, and annual self-assessment designed to measure gaps and capabilities of state, local, tribal, territorial, nonprofit, and private sector agencies' cybersecurity programs.

Additionally, FEMA recognizes that some subawards will not be issued until after the NCSR has closed. In these cases, Subrecipients will be required to complete the first available NCSR offered after the subaward has been issued by Cal OES.

The Chief Information Officer (CIO), Chief Information Security Officer (CISO), or equivalent should complete the NCSR. If there is no CIO or CISO, the most senior cybersecurity professional should complete the assessment. Additional information may be found in [IB 439](#) and [429a](#).

**NIMS  
Implementation**

Prior to the allocation of any federal preparedness awards, Subrecipients must ensure and maintain the adoption and implementation of the [National Incident Management System](#) (NIMS).

## Section 2 – Federal Changes and Initiatives | 2024

**Law Enforcement  
Terrorism  
Prevention  
Activities**

At least 35% of the grant funding under SHSP and UASI must be dedicated to Law Enforcement Terrorism Prevention Activities (LETPA). This required LETPA allocation can be from SHSP, UASI, or both and may be met by funding projects in any combination of the six NPAs and any other investments.

Allowable expenditures can be found in the authorizing legislation, [Preparedness Grants Manual](#), [Information Bulletin \(IB\) No. 473 Supplemental Guidance for LETPA Expenditures](#), the [National Prevention Framework](#), and [National Protection Framework](#).

For an activity to be counted towards the LETPA requirement, it must have a law enforcement terrorism prevention nexus. If an activity is listed in the authorizing legislation or can be directly tied to a capability in the National Prevention Framework or shared capability in the National Protection Framework, then it is presumed to have law enforcement nexus and be a LETPA. For all other claimed activities, nexus to law enforcement and terrorism prevention must be clearly explained.

Refer to [IB 485 - FY23 LETPA Supplemental Guidance](#) to the NOFO for further direction on how to account for LETPA activities, best practices for submitting LETPA investments, and information on how to distinguish LETPA from other activities .

**Management  
and  
Administration**

The Management and Administration (M&A) allowance for Subrecipients is set at a maximum of 5% for FY 2024 HSGP.

**Indirect Costs**

Indirect costs are allowable under the FY 2024 HSGP Grant Award.

Subrecipients with an indirect cost rate approved by their cognizant federal agency may claim indirect costs based on the established rate. Indirect costs claimed must be calculated using the base approved in the indirect cost negotiation agreement. A copy of the approved negotiation agreement is required at the time of application.

## Section 2 – Federal Changes and Initiatives | 2024

**Indirect Costs  
Cont.**

Indirect costs are in addition to the M&A allowance and must be included in the Grant Award application as a “Project” and reflected in the FMFW on the Indirect Cost Tab if being claimed under the award.

Indirect costs must be claimed no more than once annually, and only at the end of the Subrecipient’s fiscal year. An exception to this rule applies if there is a mid-year change to the approved indirect cost rate; in this case, costs incurred to date must be claimed. At that time, a Grant Subaward Modification reflecting the rate change must also be submitted to Cal OES, along with a copy of the new Indirect Cost Rate Agreement.

The FEMA Preparedness Grants Manual, published by FEMA, states that State and local governments are **not** permitted to use the de minimis rate. These costs are allowable only when an exception is granted to the SAA by FEMA per 2 C.F.R. Part 200, Appendix VII, paragraph D.1.b. Subrecipients should not include these costs in their future applications until further notice. If necessary, subrecipients may work with their Grants Analyst to modify their existing projects to remove these costs that were included in their advanced application.

**Organization  
Costs – Overtime**

Operational overtime costs are allowable for increased security measures at critical infrastructure sites if associated with detecting, deterring, disrupting, and preventing acts of terrorism and other catastrophic events.

Pursuant to page 52 of the Fiscal Year (FY) 2024 Homeland Security Grant Program (HSGP), [Notice of Funding Opportunity](#), all operational overtime requests must clearly explain how the request meets the criteria of one or more of the listed Authorized Operational Overtime Categories.

Requests must address the threat environment as it relates to the event or activity requiring operational overtime support and explains how the overtime activity is responsive to the threat.

Post-event operational overtime requests will only be considered on a case-by-case basis, where it is demonstrated exigent circumstances prevented

## Section 2 – Federal Changes and Initiatives | 2024

**Organization  
Costs – Overtime  
Cont.**

submission of a request in advance of the event or activity. Requests for overtime costs must be submitted to Cal OES via [Allowability Request Log \(ARL\) Form](#) at the time of application, if the activity will occur within one year of the final application submission. All subsequent requests must be submitted at least 60 days in advance of the activity.

***All operational overtime costs must be formally pre-approved in writing by DHS/FEMA.***

**Personnel Cap**

Pursuant to [6 U.S.C. § 609\(b\)](#), SHSP and UASI funds may be used for personnel costs, totaling up to 50 percent of each fund source. A Subrecipient may request this requirement be waived by DHS/FEMA, via Cal OES. Requests for personnel cap waivers must be submitted separately for each fund source in writing on official letterhead, with the following information:

- Documentation explaining why the cap should be waived;
- Conditions under which the request is being submitted; and
- A budget **and** method of calculation of personnel costs both in percentages of the Grant Award **and** in total dollar amount (waivers must be calculated separately for SHSP and UASI, outlining salary, fringe benefits, and any M&A costs).

Subrecipient requests to exceed the personnel cap must be received by Cal OES at the time of application. Subaward modifications impacting the personnel cap will be reviewed on a case-by-case basis and may require the submittal of the above-mentioned information.

Please see [IB 421b](#) for more information on the waiver process.

Allowable HSGP equipment is listed on the [FEMA Authorized Equipment List](#) (AEL) website.

## Section 2 – Federal Changes and Initiatives | 2024

**Equipment  
Typing/  
Identification  
and Use**

Subrecipients that allocate HSGP funds towards equipment are required to type and identify the capability associated with that equipment. The [FEMA Resource Typing Library Tool \(RTLTL\)](#) can be used to help determine the type and capability.

Per FEMA policy, the purchase of weapons and weapon accessories are not allowed with HSGP funds. Special rules apply to pharmaceutical purchases, medical countermeasures, and critical emergency supplies; refer to page A-10 of the [FEMA Preparedness Grants Manual](#) for additional information.

Expenditures for general purpose equipment are allowable if they align to and support one or more core capabilities identified in the NPG, and in addition, are deployable/sharable through the Emergency Management Assistance Compact and allowable under 6 U.S.C. § 609. Refer to the NOFO and Preparedness Grants Manual for examples of allowable general-purpose equipment.

**Equipment  
Maintenance/  
Sustainment**

Use of HSGP funds for maintenance contracts, warranties, repair or replacement costs, upgrades, and user fees are allowable as described in FEMA [IBs 336](#) and [379](#), as well as Grant Programs Directorate (GPD) Policy [FP-205-402-125-1](#).

**Emergency  
Communications  
Projects**

All Subrecipient emergency communications projects must comply with the SAFECOM Guidance on Emergency Communications Grants and describe in their FMFW how such activities align with the goals of the Statewide Communications Interoperability Plan.

**Telecom  
Equipment and  
Services  
Prohibitions**

Effective August 13, 2020, section 889(f)(2)-(3) of the [John S. McCain National Defense Authorization Act for FY 2019 \(NDAA\)](#) and [2 C.F.R. § 200.216, 200.471](#), and Appendix II to 2 C.F.R. Part 200 prohibit DHS/FEMA Recipients and Subrecipients (including their contractors and subcontractors) from using any FEMA funds under open or new awards for the following telecommunications equipment or services:

## Section 2 – Federal Changes and Initiatives | 2024

**Telecom  
Equipment and  
Services  
Prohibitions Cont.**

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

Additional guidance is available in [FEMA Policy #405-143-1, Prohibitions on Expending FEMA Award Funds for Covered Telecommunications Equipment or Services](#)

**Prohibited and  
Controlled  
Equipment**

Effective May 25, 2022, [Executive Order \(EO\) 14074, Advancing Effective, Accountable Policing and Criminal Justice Practices to Enhance Public Trust and Public Safety](#), Section 12(a) of EO 14074 directs the Department of Homeland Security (DHS) to review its grant programs and, consistent with applicable law, prohibits the use of grant funding to purchase certain types of military equipment by state, local, tribal, and territorial law enforcement agencies (LEAs).

For all awards issued on or after January 1, 2023, the policy directly prohibits certain types of equipment outright (prohibited equipment), whereas other types of equipment may be controlled, or LEAs are required to submit certifications prior to purchase.

Even if equipment is listed as controlled equipment and is not outright prohibited, that does not automatically

## Section 2 – Federal Changes and Initiatives | 2024

**Prohibited and Controlled Equipment Cont.**

make it allowable under a particular FEMA program. Subrecipients should refer to applicable program guidance or contact your Grants Analyst to determine if a particular type of equipment is allowable under that program.

Additional information regarding Prohibited and Controlled Equipment is available on [FEMA Policy 207-22-0002](#).

**Small Unmanned Aircraft Systems**

All requests to purchase Small Unmanned Aircraft Systems (SUAS) with FEMA grant funding must comply with [FEMA Policy 207-22-0002](#) and include copies of the policies and procedures in place to safeguard individuals' privacy, civil rights, and civil liberties of the jurisdiction that will purchase, take title to, or otherwise use the SUAS equipment. The Authorized Equipment Listing for [03OE-07-SUAS](#) details questions that must be included in the Aviation Request justification. Reference the [Presidential Memorandum: Promoting Economic Competitiveness While Safeguarding Privacy, Civil Rights, and Civil Liberties in Domestic Use of Unmanned Aircraft Systems](#) for additional information.

Subrecipients must submit Cal OES' UAS-Drone Request Form, Controlled Equipment Self-Certification Form and FEMA's Controlled Equipment Request Form for FEMA approval. Requests for drone/UAS accessories follow the same UAS process that requires FEMA review and approval.

**FEMA approval is required before a SUAS can be purchased with HSGP grants funds.**

**Emergency Operations Plans**

Subrecipients should update their Emergency Operations Plan (EOP) at least once every two years to remain compliant with the [Comprehensive Preparedness Guide 101 version 2.0](#).

## Section 2 – Federal Changes and Initiatives | 2024

**Conflict of Interest**

To eliminate and reduce the impact of conflicts of interest in the subaward process, Subrecipients and pass-through entities must follow their own policies and procedures regarding the elimination or reduction of conflicts of interest when making subawards. Subrecipients and pass-through entities are also required to follow any applicable federal, state, local, and tribal statutes or regulations governing conflicts of interest in the making of subawards.

Subrecipients must disclose to their Grants Analyst, in writing, any real or potential conflict of interest as defined by the federal, state, local, or tribal statutes or regulations, which may arise during the administration of the HSGP subaward within five days of learning of the conflict of interest.

**Build America, Buy America Act (BABAA)**

Under FEMA financial assistance programs, the BABAA requirements apply to:

- New awards made on or after January 2, 2023,
- New funding that FEMA obligates to existing awards or through renewal awards on or after January 2, 2023; and
- Infrastructure projects.

Funds provided under this program may not be used for a project for infrastructure unless the iron and steel, manufactured products, and construction materials used in that infrastructure are produced in the United States.

The Buy America preference only applies to articles, materials, and supplies that are consumed in, incorporated into, or affixed to an infrastructure project. As such, it does not apply to tools, equipment, and supplies, such as temporary scaffolding, brought to the construction site and removed at or before the completion of the infrastructure project. Additionally, the Buy America preference does not apply to equipment and furnishings, such as movable chairs, desks, and portable computer equipment, that are used at or within the finished infrastructure project but are not an integral part of the structure or permanently affixed to the infrastructure project.

Section 2 – Federal Changes and Initiatives | 2024

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**Build America,  
Buy America Act  
(BABAA) Cont.**

When necessary, Subrecipients may apply for a waiver from these requirements. Additional information regarding the BABAA can be found on FEMA's website under [Buy America Preference Buy America Preference](#).

## Section 3 – State Changes and Initiatives | 2024

**FY 2024  
Investments**

The State prioritized the following investment strategies for the FY 2024 subawards:

1. Enhance Information and Intelligence Sharing and Cooperation with Federal Agencies, including DHS **(National Priority);**
2. Enhance the Protection of Soft Targets/Crowded Places **(National Priority);**
3. Enhance Cybersecurity **(National Priority);**
4. Enhancing Community Preparedness and Resilience **(National Priority);**
5. Combating Domestic Violent Extremism **(National Priority);**
6. Strengthen Emergency Communications Capabilities Through Planning, Governance, Technology, and Equipment;
7. Enhance Medical and Public Health Preparedness;
8. Strengthen Information Sharing and Collaboration (non-Fusion Center);
9. Enhance Multi-Jurisdictional/Inter-Jurisdictional All-Hazards/Whole Community Incident Planning, Response & Recovery Capabilities;
10. Protect Critical Infrastructure and Key Resources (includes Food and Agriculture); and
11. Enhance Election Security **(National Priority).**

## Section 3 – State Changes and Initiatives | 2024

**California  
Homeland  
Security Strategy  
Goals**

The State prioritized the following California Homeland Security Strategy Goals for the FY 2024 subawards:

1. Enhance Information Collection, Analysis, and Sharing, in Support of Public Safety Operations Across California;
2. Protect Critical Infrastructure and Key Resources from All Threats and Hazards;
3. Strengthen Security and Preparedness Across Cyberspace;
4. Strengthen Communications Capabilities through Planning, Governance, Technology, and Equipment;
5. Enhance Community Preparedness;
6. Enhance Multi-Jurisdictional/Inter-Jurisdictional All-Hazards Incident Catastrophic Planning, Response, and Recovery Capabilities;
7. Improve Medical and Health Capabilities;
8. Enhance Incident Recovery Capabilities;
9. Strengthen Food and Agriculture Preparedness; and
10. Enhance Homeland Security Exercise, Evaluation, and Training Programs.

**State Initiative  
Funding**

For FY 2024, Cal OES shall retain 20% of the SHSP and 17.3% of the UASI funding for state initiatives.

**“On Behalf Of”**

Cal OES may, in conjunction with local approval authorities, designate funds “on behalf of” local entities who choose to decline or fail to utilize their subaward in a timely manner.

**Public Alert and  
Warning**

Cal OES encourages Subrecipients to consider the use of this funding to assist their jurisdiction's alignment with the [State of California Alert and Warning Guidelines](#), developed pursuant to Senate Bill 833 of the 2018 Legislative Session.

## Section 4 – Required State Application Components | 2024

**Financial  
Management  
Forms  
Workbook**

The FY 2024 Cal OES FMFW includes:

**Grant Subaward Face Sheet** – Use the Grant Subaward Face Sheet to apply for grant programs. The Grant Subaward Face Sheet must be signed and submitted in portrait format. An active UEI# (Formerly DUNS#) is required. UEI registration information is available [sam.gov](https://sam.gov).

**Authorized Body of 5** – Provide the contact information of Authorized Agents (AA), delegated via the Governing Body Resolution (GBR) or Signature Authorization Form, including staff related to grant activities. More than one person is recommended for designation as the AA; in the absence of an AA, an alternate AA can sign requests.

**Project Ledger** – The project ledger is used in the application process to submit funding information and is used for submitting cash requests, Grant Subaward Modifications, and assists with the completion of the Biannual Strategy Implementation Report (BSIR).

**Planning Tab** – Provides detailed information on grant-funded planning activities with a final product identified.

**Organization Tab** – Provides detailed information on grant-funded organizational activities.

**Equipment Tab** – Detailed information must be provided under the equipment description for all grant-funded equipment. AEL numbers must be included for all items of equipment. Always refer to the AEL for a list of allowable equipment and conditions, if any.

**Training Tab** – Provides detailed information on grant-funded training activities. All training activities must receive Cal OES approval prior to starting the event, including a Training Feedback number. The [Training Request Form](#) must be submitted and approved to obtain a Training Feedback number and should be submitted at **least** 30 days in advance.

**Exercise Tab** – Provides detailed information on grant-funded exercises.

## Section 4 – Required State Application Components | 2024

**Financial  
Management  
Forms  
Workbook  
Cont.**

**M&A Tab** – Provides information on grant-funded M&A activities.

**Indirect Costs Tab** – Provides information on indirect costs.

**Consultant-Contractor Tab** – Provides detailed information on grant-funded consultants and contractors.

**Authorized Agent Page** – The AA Page must be submitted with the application, all cash requests, and Grant Subaward Modifications. The AA Page must include a valid signature on file with Cal OES and the date.

**Subrecipient  
Grants  
Management  
Assessment**

Per [2 C.F.R. § 200.332](#), Cal OES is required to evaluate the risk of non-compliance with federal statutes, regulations, and grant terms and conditions posed by each Subrecipient of pass-through funding. The [Subrecipient Grants Management Assessment Form](#) contains questions related to an organization's experience in the management of federal grant awards. It is used to determine and provide an appropriate level of technical assistance, training, and grant oversight to Subrecipients during the subaward. The questionnaire must be completed and returned with the grant application.

**Application  
Attachments**

**Federal Funding Accountability and Transparency Act (FFATA) Financial Disclosure** – Use the [FFATA Financial Disclosure Form](#) to provide the information required by the Federal Funding Accountability and Transparency Act of 2006.

**Intelligence Analysts Certificates** – Pursuant to the Preparedness Grants Manual, Cal OES must have certificates for completion of training for fusion center analytical personnel. Please provide copies of certificates for each intelligence analyst, if applicable.

**UASI Footprint (UASIs Only)** – The Urban Area Working Group (UAWG) establishes the 'footprint' of the UA. A map or list defining the footprint must be included with the application.

**UAWG Member Roster (UASIs Only)** – A list of all current UAWG members with positions or titles.

**Indirect Cost Rate Agreement** – If claiming indirect costs at a federally-approved rate, please provide a copy of the approved indirect cost rate agreement.

## Section 4 – Required State Application Components | 2024

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### Standard Assurances

The Standard Assurances list the requirements to which the Subrecipients will be held accountable. All Applicants will be required to submit an electronic signed, copy of the [FY 2024 Standard Assurances](#) as part of their FY 2024 HSGP application. The required Standard Assurances can be found only in PDF format on the Cal OES website.

**NOTE:** Self-created Standard Assurances will not be accepted.

### Program Standard Assurances Addendum

The Program Standard Assurances Addendum specifies additional requirements that Subrecipients must meet. All Subrecipients must submit an electronic signed [Program Standard Assurances Addendum](#) as part of the FY 2024 HSGP application. The required Program Standard Assurances Addendum can be found only in PDF format on the Cal OES website.

### Operational Areas and Urban Areas

**Governing Body Resolution** – The GBR appoints AAs (identified by the individual's name or by a position title) to act on behalf of the governing body and the Applicant by executing any actions necessary for each application and subaward. All Applicants are required to submit a copy of an approved GBR with their grant application. Resolutions may be valid for up to three grant years given the following:

- The resolution identifies the applicable grant program (e.g., EMPG and/or HSGP);
- The resolution identifies the applicable grant years, (e.g., FY 2024, FY 2025, FY 2026; and
- Adheres to any necessary elements required by local protocols, rules, etc., if applicable.

Resolutions that only identify a single grant program will only be valid for that single program. Resolutions that do not identify applicable grant years will only be valid for the grant year in which the resolution was submitted.

**Authorized Agent Information** – For each person or position appointed by the governing body, identify the individual in the All changes in AA and contact information must be provided to Cal OES in writing. If the GBR identifies the AA by name, a new Resolution is needed when changes are made. If the GBR identifies the AA by position and/or title, changes may be made

## Section 4 – Required State Application Components | 2024

**Operational Areas and Urban Areas Cont.**

by submitting a request on the entity's letterhead, signed by an existing AA. Cal OES will not accept signatures of an AA's designee, unless authorized by the GBR. A change to an AA's designee must be submitted on agency letterhead and signed by the AA, announcing the change to their designee.

**Operational Areas Only**

**Approval Authority Body** – OAs must appoint an Anti-Terrorism Approval Body (Approval Authority) to have final approval of the OA's application for HSGP funds. Each member of the Approval Authority must provide written agreement with the OA's application for HSGP funds. The Approval Authority shall consist of the following representatives, and additional voting members may be added by a simple majority vote of the following standing members:

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

**Urban Areas Only**

**Urban Area Working Groups** – Membership in the UAWG must provide either direct or indirect representation for all relevant jurisdictions and response disciplines (including law enforcement, fire service, EMS, hospitals, public health, and emergency management) that comprise the defined UA. It also must be inclusive of local Citizen Corps Council 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. Additional group composition criteria are found in the FEMA [Preparedness Grants Manual](#).

**Threat Hazard Identification and Risk Assessment** – Subrecipients are required to submit a THIRA for all 32 core capabilities. Beginning in 2019, UAs are required to submit a THIRA every three years. An annual capability assessment will still be required.

Section 4 – Required State Application Components | 2024

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**Urban Areas  
Only Cont.**

**Stakeholder Preparedness Review** – The SPR is an annual grant requirement for all states, territories, and UAs. It is an annual capability assessment, which helps jurisdictions identify capability gaps and prioritize investment requirements to reach the targets set in their THIRA.

**Fusion  
Centers Only**

All fusion center investments must align to, and reference, specific performance areas of the assessment that the funding is intended to support.

Fusion Centers are also required to follow all Reporting and Administrative Metrics for California Fusion Centers, as set forth in the Governor's Homeland Security Advisor/Cal OES Director's letter dated March 16, 2016. These operational and administrative metrics set forth an integrated and coordinated approach for regular and proactive information and intelligence sharing between all fusion centers in the California State Threat Assessment System (STAS).

**State  
Agencies and  
Tribes Only**

State Agencies, and federally recognized tribes may submit the Signature Authorization Form in lieu of a GBR, signed by the most senior ranking official, such as the Secretary, Director, President, Chancellor, or Chairperson.

Section 5 – State Application Process | 2024

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|---------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>Application Submission</b>         | Subrecipients must submit an electronic copy of their completed FMFW to their Grants Analyst for review. After the application is approved, a completed copy of the FMFW, along with all other application components must be submitted, with official signatures, by the application due date. During the application process, if it is determined not all allocated funds can be expended by the end of the period of performance, please inform a Grants Analyst as soon as possible. The completed application should be received by Cal OES no later than the date provided in the FY 2024 HSGP Timeline, referenced as Attachment B. |
| <b>Late or Incomplete Application</b> | Late or incomplete applications may be denied. If an application is incomplete, the Grants Analyst may request additional information. Requests for late submission of applications must be made in writing to the Grants Analyst prior to the application due date. Cal OES has sole discretion to accept or reject a late or incomplete grant application.                                                                                                                                                                                                                                                                               |
| <b>HSGP Contact Information</b>       | The <a href="#">Grants Analyst Regional Assignments Map</a> is linked and available on the Cal OES website under “Regional Assignments”.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   |
| <b>Subaward Approval</b>              | Subrecipients will receive a formal notification of award no later than 45 days after Cal OES accepts the federal grant award. The award letter must be signed, dated, and returned to Cal OES within 20 calendar days. Once the completed application, along with the signed award letter, is received and approved, reimbursement of eligible subaward expenditures may be requested using the Cal OES FMFW.                                                                                                                                                                                                                             |

## Section 6 – Post Award Requirements | 2024

**Payment Request Process**

To request an advance or cash reimbursement of HSGP funds, Subrecipients must first complete a payment request using the Cal OES HSGP FMFW, returning it to the appropriate Grants Analyst. Subrecipients who fail to follow the workbook instructions may experience delays in processing the payment request.

Payments can only be made if the Subrecipient has an approved application.

**Advances and Interest Earned on Advances**

An Advance payment is a payment that is requested before Subrecipients have disbursed the funds for program purposes. Subrecipients may be paid an advance, provided they maintain a willingness and ability to maintain procedures to minimize the time elapsing between the receipt of funds and their disbursement. The timing and amount of advance payments must be as close as administratively feasible to the actual disbursements by the Subrecipient for project costs.

Federal rules require advances to be deposited in interest-bearing accounts. Interest earned in amounts up to \$500 per year may be retained by Subrecipients for administrative expenses; any additional interest earned on federal advance payments must be returned annually to Cal OES.

**Semi-Annual Drawdown Requirements**

All Subrecipients must report expenditures and request funds at least semi-annually throughout the period of performance. Semi-annual drawdowns should occur by March and October of each calendar year following final approval of the subaward application, except for the final cash request, which must be submitted within 20 calendar days after the end of the period of performance.

**Modifications**

Post-award budget and scope modifications must be requested using the [Cal OES HSGP FMFW v1.24](#), signed by the Subrecipient's AA, and submitted to the Grants Analyst.

The Subrecipient may implement grant modification activities, and incur associated expenses, only after receiving written final approval of the modification from Cal OES.

## Section 6 – Post Award Requirements | 2024

**Modifications  
Cont.**

Subrecipients must provide a written justification with all modification requests. The justification may be included in the body of the e-mail transmitting the request, or in a document attached to the transmittal e-mail. Please reference [GMM 2018-17](#) for additional information regarding modification requests.

**Modifications to NP Projects have additional restrictions as indicated below:**

Modifications which do not change the project scope and do not decrease the overall project budget can be processed via regular modification request.

Modifications which change the project scope or decrease the overall project budget will require DHS/FEMA approval and must be requested on the [National Priority Project Modification Form](#).

**Training  
Requirements**

All grant-funded training activities must receive Cal OES approval prior to starting the training event. Cal OES shall allow Subrecipients to develop a “placeholder” for future training conferences when an agenda has not been established at the time Subrecipient applications are due. Please work with a Grants Analyst and the Training Branch to identify a possible “placeholder” for these types of training activities.

When seeking approval of non-DHS/FEMA developed courses, course materials must be submitted with the approval requests. Conditional approvals are not offered.

Subrecipients must complete a [Training Request Form](#) and submit it electronically to the Cal OES Training Branch to be approved with a Training Feedback Number before beginning any training activities. This includes project components like travel to, materials for, or attendance in training courses. Training Feedback Numbers should be obtained no later than 30 days before the first day of the training or related activities. Requests that are submitted with less than 30 days prior to the start of the training or activity are not guaranteed to be approved in time and run the risk of training being unallowable. Training Feedback numbers must

## Section 6 – Post Award Requirements | 2024

**Training Requirements Cont.**

be included on the FMFW Training Ledger to be considered for reimbursement.

For more information on this or other training-related inquiries, contact the [Cal OES Training Branch](#) at (916) 845-8745 or [Training@CalOES.ca.gov](mailto:Training@CalOES.ca.gov).

**Exercises, Improvement Plans, and After-Action Reporting**

Subrecipients should engage stakeholders to identify long-term training and exercise priorities. These priorities should address capability targets and gaps identified through the THIRA and SPR process, real-world events, previous exercises, and national areas for improvement identified in the NPR.

Subrecipients must report on all exercises conducted with HSGP grant funds. An After-Action Report (AAR)/Improvement Plan (IP) or Summary Report (for Seminars and Workshops) must be completed and submitted to Cal OES within 90 days after exercise/seminars/workshops are conducted. It is acceptable to submit an *Exercise Summary Report for Seminars and Workshops* in lieu of a full AAR/IP.

Please e-mail AAR/IPs and Summary Reports to:

- [hseep@fema.dhs.gov](mailto:hseep@fema.dhs.gov)
- [exercise@caloes.ca.gov](mailto:exercise@caloes.ca.gov)
- [Olivia.Rudolphy@caloes.ca.gov](mailto:Olivia.Rudolphy@caloes.ca.gov)

For exercise-related issues and/or questions, please email the Cal OES Exercise Team at [exercise@caloes.ca.gov](mailto:exercise@caloes.ca.gov).

Exercise costs will not be considered for reimbursement until an AAR/IP is received by Cal OES.

**Procurement Standards and Written Procedures**

Subrecipients are required to conduct procurement activities in with documented procurement procedures that align with federal procurement standards outlined in [2 C.F.R. Part 200](#). In cases where there is a conflict between the local procedures and federal standards, the more stringent requirements must be followed. Additionally, subrecipients must implement written conflict of interest policies that govern the actions of employees involved in the selection, award, and administration of contracts. These policies should include provisions for disciplinary actions in the event of violations.

## Section 6 – Post Award Requirements | 2024

**Procurement  
Thresholds**

Under 2 C.F.R. Part 200, procurement thresholds are defined as follows:

- **Micro-purchase threshold:** This is the maximum amount for which purchases can be made without requiring competitive quotes or formal procurement processes, provided the price is reasonable. The micro-purchase threshold is set at **\$10,000**.
- **Simplified acquisition threshold:** This sets the maximum amount for which federal procurement procedures may be simplified. The threshold is **\$250,000**. For purchases at or below this amount, subrecipients may use streamlined methods, such as obtaining competitive price or rate quotations from an adequate number of qualified sources. Purchases exceeding \$250,000 require more formal procurement procedures, including sealed bids or competitive proposals.

Subrecipients must adhere to these thresholds and, in cases of conflict between local procurement procedures and federal requirements, must apply the more stringent threshold.

**Procurement  
Documentation**

Subrecipients must maintain records that document the procurement process, including the rationale for the procurement method, contract type, contractor selection or rejection, and the basis for the contract price. To be allowable, costs must be properly documented. Acceptable documentation includes, but is not limited to:

- Solicitation materials (e.g., requests for quotes, bids, or proposals)
- Responses to solicitations (e.g., quotes, bids, or proposals)
- Independent cost estimates and post-solicitation cost/price analyses, if applicable
- Contract documents and amendments
- Evidence of required contract provisions
- Other documents mandated by federal regulations at the time the grant was awarded

## Section 6 – Post Award Requirements | 2024

**Noncompetitive Procurement**

All noncompetitive procurements exceeding the simplified acquisition threshold requires Cal OES **prior** written approval to be eligible for reimbursement. This method of procurement must be approved by the local Purchasing Agent prior to submitting a request for Cal OES approval. A copy of the Purchasing Agent's approval must be included with the Cal OES [Request for Noncompetitive Procurement Authorization](#) form. Cal OES may request additional documentation that supports the procurement effort.

Cal OES will not reimburse for any noncompetitive procurement contracts for any HSGP terrorism-related training, regardless of the cost of the training. Exceptions to this policy may be approved in limited circumstances, e.g., related to a procurement effort that has resulted in inadequate competition. Please refer to GMM2017-01A and [GMM2021-05](#) for additional guidance.

**Performance Bond**

Due to the risks associated with delays in vendor delivery of large equipment procurements, DHS/FEMA allows Subrecipients to obtain a "performance bond" for items that are paid for up front to ensure delivery of the equipment within the grant period of performance.

Cal OES requires Subrecipients to obtain a performance bond when procuring any equipment item over \$250,000, or for any vehicle, aircraft, or watercraft that requires full or partial payment **prior** to receiving the final product(s).

Performance Bond Waivers may be granted on a case-by-case basis and must be submitted to Cal OES prior to procurement.

**Environmental Planning and Historic Preservation (EHP)**

DHS/FEMA is required to ensure all activities and programs that are funded by the agency comply with federal Environmental Planning and Historic Preservation (EHP) regulations. Subrecipients proposing projects or activities (including, but not limited to, training, exercises, the installation of equipment, and construction or renovation projects) that have the potential to impact the environment, or a historic structure must participate in the EHP screening process. EHP Screening Memos must include detailed project information, explain the goals and objectives of the proposed

## Section 6 – Post Award Requirements | 2024

**Environmental  
Planning and  
Historic  
Preservation (EHP)  
Cont.**

project and include supporting documentation.

DHS/FEMA may also require the Subrecipient to provide a confidential California Historical Resources Information System (CHRIS) report in addition to the EHP Screening Form. Determination on the necessity of a CHRIS report is based upon information disclosed on the form. GrantAnalysts will provide additional instructions should this report be required.

[EHP Screening Requests](#) should be submitted to Cal OES as early as possible. All projects/activities triggering EHP must receive DHS/FEMA written approval prior to commencement of the funded activity.

Updated information may be referenced in the [FEMA GPD EHP Policy Guidance](#).

**Construction and  
Renovation**

When applying for construction activity at the time of application, including communication towers, Subrecipients must submit evidence of approved zoning ordinances, architectural plans, any other locally required planning permits, and a notice of federal interest. Additionally, Subrecipients are required to submit an SF-424C Budget and Budget Detail that cites project costs. Communication tower construction requests also require evidence that the Federal Communications Commission's Section 106 review process was completed.

Subrecipients using funds for construction projects must comply with the Davis-Bacon Act. Subrecipients must ensure that their contractors or subcontractors for construction projects pay workers no less than the prevailing wages for laborers and mechanics employed on projects of a character like the contract work in the civil subdivision of the state in which the work is to be performed.

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

## Section 6 – Post Award Requirements | 2024

**Construction and  
Renovation Cont.**

***Written approval for construction must be provided by DHS/FEMA prior to the use of any HSGP funds for construction or renovation. No construction activities (including site preparation, utility installations, and any groundbreaking activities) or equipment installations on existing structures, may begin until the EHP review process is complete.***

**Inventory Control  
and Property  
Management**

Subrecipients must use standardized resource management concepts for resource typing and credentialing, in addition to maintaining an inventory by which to facilitate the effective identification, dispatch, deployment, tracking, and recovery of resources.

Subrecipients must have an effective inventory management system, to include:

- Property records that document description, serial/ID number, fund source, title information, acquisition date, cost, federal cost share, location, use, condition, and ultimate disposition;
- A physical inventory conducted at least every two years;
- A control system to prevent loss, damage, and theft of grant purchased equipment and supplies; and
- Adequate maintenance procedures to keep the property in good condition.

**Equipment  
Disposition**

When original or replacement equipment acquired under the HSGP is no longer needed for program activities, the Subrecipient must contact the Grants Analyst to request disposition instructions. See [2 C.F.R. § 200.313](#).

**Performance  
Reporting**

Subrecipients must complete a BSIR each Winter and Summer using the DHS/FEMA [Grants Reporting Tool](#) (GRT) for all awards prior to FY 2024. All subsequent BSIR reports will be submitted in FEMA GO. BSIR must be completed for the duration of each subaward period of performance or until all grant activities are completed and the subaward is formally closed by Cal OES. Failure to submit a BSIR could result in subaward reduction, suspension, or termination.

Access to the BSIR for all awards prior to FY 2024 may be obtained through the GRT. To create a new account, please click the link that reads, "Register for an account" and follow the instructions provided. The Subrecipient will be required to

## Section 6 – Post Award Requirements | 2024

**Performance  
Reporting Cont.**

ensure up-to-date project information is entered. The Project Ledger in the FMFW may assist with the BSIR data entry process. For additional assistance with the GRT, please contact your Grants Analyst.

**Extension  
Requests**

Extensions to the initial period of performance identified in the subaward will only be considered through formal, written requests to your Grants Analyst. Upon receipt of the extension request, Cal OES will:

1. Verify compliance with performance reporting requirements by confirming the Subrecipient has submitted all necessary performance reports;
2. Confirm the Subrecipient has provided sufficient justification for the request; and
3. If applicable, confirm the Subrecipient has demonstrated sufficient progress in past situations where an extension was authorized by Cal OES.

Extension requests will be granted only due to compelling legal, policy, or operational challenges, must be project-specific and will only be considered for the following reasons:

1. Contractual commitments with vendors that prevent completion of the project within the period of performance;
2. The project must undergo a complex environmental review which cannot be completed within this timeframe;
3. Projects are long-term by design and therefore, acceleration would compromise core programmatic goals; and
4. Where other special circumstances exist.

To be considered, extension requests must be received no later than 60 days prior to the end of the Subrecipient's period of performance and must contain specific and compelling justifications as to why an extension is required. All extension requests must address the following:

1. Grant program, fiscal year, and award number;
2. Reason for delay;
3. Current status of the activity/activities;
4. Approved period of performance termination date and new project completion date;

## Section 6 – Post Award Requirements | 2024

**Extension  
Requests  
Cont.**

5. Amount of funds drawn down to date;
6. Remaining available funds, both federal and non-federal;
7. Budget outlining how remaining federal and non-federal funds will be expended;
8. Plan for completion, including milestones and timeframes for each milestone and the position/person responsible for implementing the plan for completion; and
9. Certification the activity/activities will be completed within the extended period of performance without any modification to the original Project Scope.

General questions regarding extension requirements and the extension request form, should be directed to your Grants Analyst. For additional information, please see IB 379.

Extension requests for personnel and salaries do not meet the requirements of IB 379 and will not be granted. Subrecipients are expected to complete all grant-funded personnel activities by the end of the subaward period of performance.

**Progress Reports  
on Grant  
Extensions**

All Subrecipients that receive Cal OES approval to extend their FY 2024 Grant Subaward period of performance may be required to submit progress reports indicating completed and future project milestones on all extended projects. Progress reports must be submitted electronically to the Subrecipient's Grants Analyst. Deadlines for the submission of progress reports will be established at the time of extension approval.

**Monitoring**

Cal OES Grants Monitoring actively monitors Subrecipients, through day-to-day communications, programmatic site visits, desk, and on-site compliance assessments. The purpose of the compliance assessment is to ensure Subrecipients are in compliance with applicable state and federal regulations, grant guidelines, and programmatic requirements.

Monitoring activities may include, but are not limited to:

- Verifying entries recorded on the FMFW categories are properly supported with source documentation;
- Eligibility of and support for expenditures, typically covering two to three years of data;
- Comparing actual Subrecipient activities to those approved in the grant application and subsequent

## Section 6 – Post Award Requirements | 2024

**Monitoring  
Cont.**

modifications, including the review of timesheets and invoices as applicable;

- Procurements and contracts;
- Ensuring equipment lists are properly maintained and physical inventories are conducted;
- Ensuring advances have been disbursed in accordance with applicable guidelines; and
- Confirming compliance with Standard Assurances; and
- Information provided on performance reports and payment requests

**NOTE:** It is the responsibility of all Subrecipients that pass down grant funds to other entities, to maintain and utilize a formal process to monitor the grant activities of their subawards. This requirement includes, but is not limited to, on-site verification of grant activities, as required. It is common for Subrecipients to receive findings in a programmatic site visit or compliance assessment, which require a Corrective Action Plan (CAP) to be submitted by Subrecipients. Those Subrecipients who fail to submit a CAP, as required, shall have a “hold” placed on any future reimbursements until the “finding” is resolved.

**Failure to Submit  
Required Reports**

Periodic reporting is required by the grant. Subrecipients who miss a single reporting deadline may receive a letter addressed to their Board of Supervisors informing them of the failure to report. County OAs and tribes who fail to report twice consecutively may have subsequent awards reduced by 10% until timely reporting is reestablished; UASIs may have a “hold” placed on any future reimbursements.

**Suspension/  
Termination**

Cal OES may suspend or terminate grant funding, in whole or in part, or other measures may be imposed for any of the following reasons:

- Failure to submit required reports.
- Failure to expend funds in a timely manner consistent with the grant milestones, guidance, and assurances.
- Failure to comply with the requirements or statutory progress toward the goals or objectives of federal or state law.
- Failure to make satisfactory progress toward the goals or objectives set forth in the Subrecipient application.
- Failure to follow Grant Subaward requirements or Special

## Section 6 – Post Award Requirements | 2024

**Suspension/  
Termination Cont.**

Conditions.

- Proposing or implementing substantial plan changes to the extent that, if originally submitted, the application would not have been selected for funding.
- False certification in the application or document.
- Failure to adequately manage, monitor, or direct the grant funding activities of their Subrecipients.

**Closeout**

Before taking action, Cal OES will provide the Subrecipient reasonable notice of intent to impose corrective measures and will make every effort to informally resolve the problem. Cal OES will close-out Subrecipient awards when it determines all applicable administrative actions and all required work of the federal award have been completed. Subawards will be closed after:

- All funds have been requested and reimbursed, or disencumbered;
- Receiving all applicable Subrecipient reports indicating all approved work has been completed, and all funds have been distributed;
- Completing a review to confirm the accuracy of reported information;
- Reconciling actual costs to subawards, modifications, and payments; and
- Verifying the Subrecipient has submitted a final BSIR showing all grant funds have been expended.

**Records Retention**

The records retention period is three years from the date of the Cal OES Grant Closeout letter, or until any pending litigation, claim, or audit started before the expiration of the three-year retention period has been resolved and final action is taken.

For indirect cost rate proposals, cost allocation plans, or other rate computation records, the start of the record retention period is dependent on whether the proposal, plan, or other

computation is required to be submitted to the federal government (or to the pass-through entity) for negotiation purposes. See [2 C.F.R. § 200.334\(f\)](#).

Section 6 – Post Award Requirements | 2024

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**Records Retention  
Cont.**

In order for any cost to be allowable, it must be adequately documented per [2 C.F.R. § 200.403\(g\)](#).

The Cal OES Grant Closeout Letter will notify the Subrecipient of the start of the records retention period for all programmatic and financial grant-related records.

If the State Administrative Agency's award remains open after the Subrecipient's submission of the final BSIR, Cal OES will complete any additional BSIR reporting required under the award on behalf of the Subrecipient.

Closed grants may still be monitored and audited. Failure to maintain all grant records for the required retention period could result in a reduction of grant funds, and an invoice to return costs associated with the unsupported activities.

If documents are retained longer than the required retention period, FEMA, the DHS Office of Inspector General, Government Accountability Office, and pass-through entity have the right to access these records as well. See [2 C.F.R. §§ 200.334, 200.336](#).

## Attachment A – FY 2024 HSGP Allocations | 2024

\*SHSP allocations reflect National Priority Area project adjustments

| State Homeland Security Program (SHSP) |             |  |                  |             |
|----------------------------------------|-------------|--|------------------|-------------|
| Operational Area                       | Total Award |  | Operational Area | Total Award |
| ALAMEDA                                | 1,453,851   |  | ORANGE           | 2,718,746   |
| ALPINE                                 | 75,998      |  | PLACER           | 420,772     |
| AMADOR                                 | 108,571     |  | PLUMAS           | 91,008      |
| BUTTE                                  | 248,256     |  | RIVERSIDE        | 2,130,587   |
| CALAVERAS                              | 112,830     |  | SACRAMENTO       | 1,400,136   |
| COLUSA                                 | 93,346      |  | SAN BENITO       | 130,337     |
| CONTRA COSTA                           | 1,042,148   |  | SAN BERNARDINO   | 1,913,858   |
| DEL NORTE                              | 97,417      |  | SAN DIEGO        | 2,830,483   |
| EL DORADO                              | 234,278     |  | SAN FRANCISCO    | 775,892     |
| FRESNO                                 | 927,408     |  | SAN JOAQUIN      | 737,499     |
| GLENN                                  | 96,159      |  | SAN LUIS OBISPO  | 316,482     |
| HUMBOLDT                               | 187,964     |  | SAN MATEO        | 696,626     |
| IMPERIAL                               | 226,248     |  | SANTA BARBARA    | 446,265     |
| INYO                                   | 90,923      |  | SANTA CLARA      | 1,664,434   |
| KERN                                   | 839,747     |  | SANTA CRUZ       | 295,835     |
| KINGS                                  | 202,266     |  | SHASTA           | 226,214     |
| LAKE                                   | 127,354     |  | SIERRA           | 77,691      |
| LASSEN                                 | 98,828      |  | SISKIYOU         | 111,698     |
| LOS ANGELES                            | 8,300,952   |  | SOLANO           | 448,956     |
| MADERA                                 | 208,274     |  | SONOMA           | 477,966     |
| MARIN                                  | 288,172     |  | STANISLAUS       | 535,072     |
| MARIPOSA                               | 89,272      |  | SUTTER           | 158,389     |
| MENDOCINO                              | 150,140     |  | TEHAMA           | 129,162     |
| MERCED                                 | 315,459     |  | TRINITY          | 88,432      |
| MODOC                                  | 82,186      |  | TULARE           | 475,346     |
| MONO                                   | 86,086      |  | TUOLUMNE         | 121,004     |
| MONTEREY                               | 437,680     |  | VENTURA          | 770,793     |
| NAPA                                   | 188,460     |  | YOLO             | 261,139     |
| NEVADA                                 | 159,879     |  | YUBA             | 144,674     |
| *Total                                 |             |  |                  | 37,165,648  |

## Attachment A – FY 2024 HSGP Allocations | 2024

| Fusion Centers                 |                   |
|--------------------------------|-------------------|
| Region                         | Total Award       |
| SAN FRANCISCO BAY AREA         | 1,792,050         |
| SACRAMENTO/CENTRAL VALLEY AREA | 2,565,000         |
| GREATER LOS ANGELES AREA       | 2,887,500         |
| SAN DIEGO AREA                 | 2,047,500         |
| ORANGE AREA                    | 835,000           |
| <b>*Total</b>                  | <b>10,127,050</b> |

\* SHSP allocations reflect National Priority Area project adjustments

| Urban Areas Security Initiative (UASI)                                             |                             |                    |                   |
|------------------------------------------------------------------------------------|-----------------------------|--------------------|-------------------|
| *A minimum of 35% of UASI funding must be for Law Enforcement Terrorism Prevention |                             |                    |                   |
| Urban Area                                                                         | Federal Allocation to State | Allocation to UASI | State Initiatives |
| ANAHEIM/SANTA ANA AREA                                                             | 4,712,190                   | 3,896,981          | 815,209           |
| BAY AREA                                                                           | 32,754,895                  | 27,088,298         | 5,666,597         |
| LOS ANGELES/LONG BEACH AREA                                                        | 59,395,378                  | 49,119,978         | 10,275,400        |
| RIVERSIDE AREA                                                                     | 3,500,484                   | 2,894,900          | 605,584           |
| SACRAMENTO AREA                                                                    | 3,410,728                   | 2,820,672          | 590,056           |
| SAN DIEGO AREA                                                                     | 14,760,877                  | 12,207,245         | 2,553,632         |
| <b>Total</b>                                                                       | <b>118,534,552</b>          | <b>98,028,075</b>  | <b>20,506,477</b> |

## Attachment B – FY 2024 HSGP Timeline | 2024

|                                                         |                                                     |
|---------------------------------------------------------|-----------------------------------------------------|
| DHS/FEMA Announcement of 2024 HSGP NOFO                 | April 16, 2024                                      |
| Cal OES Application Due to DHS                          | June 24, 2024                                       |
| DHS Award to California                                 | September 27, 2024                                  |
| Subrecipient period of performance begins               | September 1, 2024                                   |
| 2024 HSGP California Supplement release                 | November 2024                                       |
| Subrecipient Workshops                                  | October 2024                                        |
| Subrecipient Awards (45 days from DHS award)            | October 2024                                        |
| Subrecipient Final Applications for FY24 Due to Cal OES | February 10, 2024                                   |
| Subrecipient period of performance ends                 | May 31, 2027                                        |
| Final Cash Requests due to Cal OES                      | Within twenty (20) calendar days after end of grant |
| Cal OES's period of performance ends                    | August 31, 2027                                     |

**Subrecipient:** \_\_\_\_\_ **FIPS#:** \_\_\_\_\_

**Grants Analyst:** \_\_\_\_\_

**Financial Management Forms Workbook:**

- ☐ Grant Award Face Sheet
- ☐ Authorized Body of 5
- ☐ Project Ledger
- ☐ Planning Tab
- ☐ Organization Tab
- ☐ Equipment Tab
- ☐ Training Tab
- ☐ Exercise Tab
- ☐ Consultant/Contractor Tab
- ☐ Management & Administration Tab
- ☐ Indirect Cost Tab
- ☐ Authorized Agent Sheet

**Attachments:**

- ☐ Original Counter-Signed Award Letter
- ☐ Governing Body Resolution (Certified)
- ☐ Standard Assurances
- ☐ Program Standard Assurance Addendum
- ☐ FFATA Certification
- ☐ Subrecipient Grant Management Assessment Form
- ☐ Indirect Cost Rate Negotiation Agreement
- ☐ Personnel Cap Waiver (If Applicable)
- ☐ Intelligence Analyst(s) Certificates (If Applicable)

**UASI Only:**

- ☐ UASI Footprint
- ☐ UAWG Roster

**State Agencies and Tribes Only:**

- ☐ Signature Authority Form (in lieu of Governing Body Resolution)

**For Cal OES Use Only**

Reviewed by: \_\_\_\_\_ Date: \_\_\_\_\_

Management Approval: \_\_\_\_\_ Date: \_\_\_\_\_

UEI ☐

LETPA 35% or >☐

M&A 5% or <☐

**SHARED SERVICES DIVISION  
GRANT PAYMENT REQUEST****SECTION A: SUBMITTING YOUR REQUEST**Please submit Grant Payment Request Form along with **legible** supporting documents to:**[Grants@auditor.lacounty.gov](mailto:Grants@auditor.lacounty.gov)**In the event e-mail is not available, you can mail your Grant payment request to (please do **not** fax or send duplicates):Department of Auditor-Controller  
Shared Services Division / Attn: Grants Unit  
320 W. Temple Street, Room 380  
Los Angeles, CA 90012**1. Grant Name & Year:****SECTION B: SUB-RECIPIENT'S INFORMATION**

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

**SECTION C: DETAIL PAYMENT REQUEST INFORMATION**

| 1. SOLUTION AREA<br>(e.g. equipment, training, planning, exercise, organization) | 2. PROJECT #<br>(e.g. 011.22) | 4. EHP required?<br>(Environmental & Historic Preservation) |                                | 5. VENDOR'S INVOICE #<br>(Maximum of 5 invoices) | 6. PURCHASE METHOD<br>(including Training) |                     |             | 7. CLAIM AMOUNT<br>(indicate the amount per each line) |
|----------------------------------------------------------------------------------|-------------------------------|-------------------------------------------------------------|--------------------------------|--------------------------------------------------|--------------------------------------------|---------------------|-------------|--------------------------------------------------------|
|                                                                                  |                               | No                                                          | Yes<br>(attach State Approval) |                                                  | If Competitive,<br>indicate the # of bids. | Non-Competitive Bid | Sole Source |                                                        |
|                                                                                  |                               |                                                             |                                |                                                  |                                            |                     |             |                                                        |
|                                                                                  |                               |                                                             |                                |                                                  |                                            |                     |             |                                                        |
|                                                                                  |                               |                                                             |                                |                                                  |                                            |                     |             |                                                        |
|                                                                                  |                               |                                                             |                                |                                                  |                                            |                     |             |                                                        |
|                                                                                  |                               |                                                             |                                |                                                  |                                            |                     |             |                                                        |
| 8. TOTAL \$                                                                      |                               |                                                             |                                |                                                  |                                            |                     |             | -                                                      |

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

I certify that (please use the checkbox):

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

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

DATE

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

AUTHORIZED TITLE

5. AUTHORIZED CONTACT INFORMATION (If different from Section B):

PHONE # \_\_\_\_\_

E-MAIL: \_\_\_\_\_

**SECTION E: FOR SSD USE ONLY**

STAMP WITH RECEIVED DATE HERE:

ASSIGNED INVOICE NO.:

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

Revised on April 2021

COUNTY OF LOS ANGELES  
DEPARTMENT OF AUDITOR-CONTROLLER / SHARED SERVICES DIVISION  
**INSTRUCTIONS TO COMPLETE THE GRANT PAYMENT REQUEST**

**Purpose of these instructions:**

To assist sub-recipients in completing the Grant Payment Request. We appreciate your participation in this program, for questions or suggestions please use our e-mail below to contact us. **Please do not send these instructions to us, they are to be used for your guidance only.**

**SECTION A: GENERAL INSTRUCTIONS FOR SUBMISSION OF GRANT PAYMENT REQUEST**

In numeral **1** of this section, please enter the name and year of the grant program that you are submitting for payment. In addition, please help us expedite the process of your Homeland Security claims by:

- Completing the Grant payment request correctly and according to these instructions.
- Submitting your Grant payment request using our e-mail --> **Grants@auditor.lacounty.gov** (please do **not** fax documents).
- Sending your Grant payment request only once (we do not require original documents and duplicates will slow down our process).
- Using the checkboxes to ensure all the required supporting documents and files accompany your Grant payment request. Supporting documents are flagged for your convenience with a checkbox within the corresponding areas.
- Ensuring that all documents attached to your Grant payment requests are legible.
- Submitting Grant payment request timely. We do **not** guarantee the process of Grant payment requests that are submitted late or too close to the final due date. Reimbursable expenditures need to be charged within the performance period of the grant and submitted to us as soon as they are incurred.

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

The following numerals provide the instructions to fill in the corresponding numeral in the form:

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

**SECTION C: DETAIL PAYMENT REQUEST INFORMATION:**

In order to expedite your Grant payment request, in this area's grid, include a **maximum of five (5) invoices or reimbursements charges (one charge or one invoice per line)**. The invoices or charges need to share the same solution area, project #.

The following numerals provide the instructions to fill in the corresponding numeral in the form:

1. Enter the solution area corresponding to the claim. This information is found in the latest budget of the grant. Examples of solution areas are: equipment, training, planning or exercise.
2. Enter the project # corresponding to the claim. This information is found in the latest budget of the grant. An example of Item # is 17.020.
4. Check with an X under either yes or no according to the claim's Environmental & Historical Preservation (EHP) requirements from the State. EHP approval needs to be obtained from the State **prior** to the start of the project on certain equipment items (see AEL description) or training/exercise projects. Please attach the following:
  - a) ☐ **State EHP Approval:** if required by the state for your claim.

**SECTION C: (Continued)**

5. If the expenditures that you are claiming were purchased thru a vendor or contractor, please enter the invoice # in the grid area. Please note that you are responsible for following acceptable purchasing policies and for documenting your procurement process. Additionally please include the following documentation with your claim:
- a) ☐ **Copy of the invoice:** Please attach an invoice that provides sufficient information to be used as a cross reference with the items described in your grant line item and AEL #. When the invoice includes items that are not being claimed or that belong to different claims or grants, please circle and designate on the invoice the items that you are requesting for reimbursement. Each item circled must have a project #, a funding source, and a total. Purchase orders and price quotes will not be accepted in the place of the invoice.
  - b) ☐ **Copy of the purchase order**
  - c) ☐ **Print out of the corresponding AEL # (Authorized Equipment List number).** The AEL listing can be found at: <https://www.fema.gov/grants/guidance-tools/authorized-equipment-list>
  - d) ☐ **Proof of payment of the invoice:** The proof of payment for L.A. County Departments is the printout from e-CAPS showing that the check cleared the bank. The proof of payment for **other** than L.A. County Department is the corresponding copy of the bank's cleared check .
  - e) ☐ **Calculations for use tax paid:** When use tax is paid, clearly show the calculations of the use tax in the invoice included in your claim.
  - f) ☐ **Proof of payment of the use tax:** Please provide official documents which authenticate the remittance of the use tax to the state, the amount and the reference to the invoice being claimed.
  - g) ☐ **Federal Debarment Listing:** Please provide a screen print out of the queried Federal Debarment Listing at [sam.gov/SAM/](http://sam.gov/SAM/). The listing needs to be queried **prior** to the selection of the vendor.
6. If you are claiming services, supplies, training related costs, or any other type of items purchased thru a vendor or contractor or government agency, please indicate with an X the method that you used to acquire the items (do **not** leave blank or mark more than one). Please note that competitive bid, non-competitive bid or sole source are the only valid purchasing methods.
- a) ☐ **Competitive Bid:** for projects that received more than one bid. Please indicate number of bids received (must be more than one).
  - b) ☐ **Non-Competitive Bid:** for single bid purchases of \$250,000 or more (effective June 21, 2018) to a single vendor or a single project, please attach the approval from the State. The approval needs to be requested from the State **prior** to the start of the project.
  - c) ☐ **Sole Source:** for non-bid purchases of \$250,000 or more effective (June 21, 2018) to a single vendor or a single project, please attach the approval from the State. The approval needs to be requested from the State **prior** to the start of the project.
7. Enter the amount of your claim after you verify that your budget is sufficient to cover your request. When the amount of the budget is not sufficient, please let your Program Coordinator know of the possible need for budget modification.
8. Enter the "Total Amount" by adding the subtotal claims included in each line.

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

The following numerals provide the instructions to fill in the corresponding numeral in the form:

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

## ADDITIONAL ITEMS THAT YOU NEED TO ATTACH TO YOUR GRANT PAYMENT REQUEST:

### For Equipment Claims:

- a) ☐ **Equipment Inventory Listing (Print out & Excel File):** Please include both the printout of the listing and the corresponding excel file with your claim. The excel file is used to submit your claim with the state and the printout as backup document for audits. If there is no serial # for your equipment please assign a valid ID tag, or write "Consumable" (if it applies) or write N/A. please do NOT leave the corresponding space blank. <sup>\*1</sup>Please refer to the Instructions to Equip Inty Tab for completion procedures of Equipment Inventory.

Additionally, please enter the appropriate CBRNE Mission (Chemical, Biological, Radiological, Nuclear, or Explosive) in the column titled "Equipment Description & Quantity". This only applies to vehicles with AEL # 12VE-00-MISS (Vehicle Specialized Mission: CBRNE).

**You need to inform us of any changes on the items above <sup>\*1</sup>. This applies to each piece of equipment added in the Inventory Listing, including when the items are disposed and/or no longer useful. We will update the master inventory listing (per grant requirement) according to the information you give us. Please make sure that you include all the attachments that are necessary to provide us with the requested information.**

### For Training Claims:

- a) ☐ **State Sole Source Approval:** If you are claiming training related costs thru a Non-Competitive Bid or Sole Source training provider, regardless the purchased amount, please attach the State's approval (effective December 03, 2018). The approval needs to be requested from the State prior to the start of the project.
- b) ☐ **State-Sponsored Training Reporting Form (with the tracking request #):** Please add this form along with the Training Request Form Training Officer (POC), which you completed at the website, to the claim's backup documentation. All the backup documentation submitted for the training claim needs to agree with the training period and the detail description on the Training Reporting Form and the line item of the Grant. Training request #'s must be obtained from the State prior to the start of the project.
- c) ☐ **Receipts and paid invoices:** please include the complete copy of the receipts and paid invoices with your claim for itemized costs such as air plane tickets, hotel stays, instructor's fees, workshop cost, facilities fees, consulting services, etc. Additionally, you will need to include the documents requested in numeral 5 under Section C.

If you are including **personnel cost** with your training claim, please add the following:

- d) ☐ **Personnel List (Print out & Excel File):** Please include both the printout of the listing and the corresponding excel file with your claim. The excel file is used to submit your claim with the state and the printout as backup document for audits.
- e) ☐ **Documents that certify completion of the training:** please attach supporting documents that show the class name, dates of training, # of hours of the training class, printed name and signature of individual taking the class and approval signature from supervisor or trainer (attach the information for backfilled positions also). Examples of documents that certify completion of training are:
- Attendance sheets (signed by employee and instructor)
  - Sign in sheets (same as above)
  - Signed training certificates
- f) ☐ **Summary Listing of Charges:** Please use the **Training Summary Sheet** form provided in this claim packet that **clearly** shows the breakdown of the training charges per employee and that match the total claimed. This form includes the following: employee name, assignment, job title, date, salary, hours claimed, regular rate, overtime rate, employee benefits rate, claim amount per employee, clear calculations of amount claimed per employee and total (equal to the amount claimed).

**Please ensure that the Training Summary Sheet is verified/approved by an authorized signatory, with printed name and title, and dated.**

- g) ☐ **Backup for the Benefits Rate:** If you are adding benefits to your claim, please make sure that you include the official calculation for the rate used.
- h) ☐ **Timecards:** Include a printout of the corresponding timecards. Manual timecards need to indicate the # of hours charged per day to the grant, supervisor's signature, employee name and signature. Automatic system generated timecards need to be approved and include the name of the employee and hours charged per day to the grant.
- i) ☐ **Explanation of timekeeping codes:** When the supporting documentation (timesheet, payroll register, etc.) includes timekeeping codes please provide a printout with the explanation of the usage as detailed as possible.

- j) ☐ **Payroll register:** The payroll register needs to clearly support and explain the amount claimed per employee. It also needs to show the salary, hourly rate, employee benefits and overtime rate.
- k) ☐ **Roster of backfilled positions:** When you are claiming overtime for a backfilled position, please attach the backfilled roster to your claim. The roster needs to include the name of the backfilling employees, a short description of duties performed, the corresponding employee whose duties were covered and the dates accordingly. Please make sure that the roster is signed and that you include documentation corresponding to the employee covered by the backfilling position.

**For Planning Claims:**

- a) ☐ **Deliverable (or final product):** Please include with your claim the final product of the planning activity (deliverable) that was identified in the grant award.
- b) ☐ **Signed Certificate of Completion:** The certificate of completion can be an e-mail confirming that the planning activity was completed.
- c) ☐ **Invoices:** If your planning claim includes charges invoiced by vendors, please see requirements and documents you need to attach to your claim form under Section C (numeral 5 and numeral 6).
- d) ☐ **Supporting Documentation for Personnel Cost:** When your planning claim includes personnel cost, please see d) to i) under Training Claim (supporting documents needed) and add to the documentation.

**For Exercise Claims:**

- a) ☐ **Proof of State Approval of After Action Report (AAR):** In order for your AAR to be approved you have to submit it to the State using the ODP Portal (see link below), within 90 days after completion of the exercise. You need to notify the State when the AAR is uploaded so they can proceed with the approval process.

[https://hseep.dhs.gov/DHS\\_SSO/](https://hseep.dhs.gov/DHS_SSO/)

- b) ☐ **Invoices:** If your exercise claim includes charges invoiced by vendors please see requirements and documents you need to attach to your claim form under Section C (numeral 5 and numeral 6).
- c) ☐ **Supporting Documentation for Personnel Cost:** When your exercise claim includes personnel cost, please see d) to i) under Training Claim (supporting documents needed) and add to the documentation.

**For Organization Claims: Please see above b) and c) under Exercise Claims**

### GRANT PROPERTY AND EQUIPMENT INVENTORY LISTING

GRANT NAME: \_\_\_\_\_  
SUB-RECIPIENT: \_\_\_\_\_  
DATE OF REPORT: \_\_\_\_\_

P. \_\_\_\_ of \_\_\_\_

[illegible]

## Equipment Inventory Listing Procedures for Completion

**OBJECTIVE:** To provide an equipment inventory listing that links the State Homeland Security Workbook, to the Equipment Ledger and to the Equipment Listing to simplify the tracking and accountability; and to eliminate duplication and confusion.

| <u>Field</u> | <u>Date Element</u>    | <u>Procedure</u>                                     |
|--------------|------------------------|------------------------------------------------------|
| (1)          | Grant Name             | SHSP or EMPG                                         |
| (2)          | Sub-Recipient          | Name of your agency                                  |
| (3)          | Date of Report         | Date report completed {1}                            |
| (4)          | Grant Year             | Grant Year of funds used to purchase equipment       |
| (5)          | Project #              | Project Number (from Grant Workbook Project Sheets)  |
| (7)          | AEL No.                | Authorized Equip Listing No (from Grant Workbook)    |
| (8)          | Description            | Description of the equipment                         |
| (9)          | Serial # or Other ID # | Serial # or Other identification # used              |
| (10)         | Safecom consult        | Fill out either by Yes, No, or N/A                   |
| (11)         | Source of Property     | Funding source, i.e, SHSP, EMPG, etc.                |
| (12)         | Title Holder           | Name of agency (City/Department)                     |
| (13)         | Vendor Name            | Name of the vendor                                   |
| (14)         | Invoice Number         | Invoice number                                       |
| (15)         | Acquisition Date       | Date equipment acquired                              |
| (16)         | Acquisition Cost       | Cost of the individual equipment item                |
| (17)         | % of Fed Part          | Fed participation in the cost of equipment           |
| (18)         | Location               | Location of equipment                                |
| (19)         | Use & Condition        | Use & condition {2}                                  |
| (20)         | Disposition data       | Date of disposition                                  |
| (21)         | Sale Price             | Sale price, If applicable, or N/A for not applicable |

The Equipment Inventory Listing must be completed in its entirety to meet the objective of the form.

Note {1}: This date should be the date the physical inventory of equipment was taken and the results reconciled with the equipment records (at least once every two years).

{2} Indicate: N = New, D = Deployed, O = Out of Service, L = Lost & S = Stolen

### Distribution

Copy maintained in sub-recipient file

Copy forwarded to Shared Services Division

## Training Summary Sheet

**Grant Name** \_\_\_\_\_

**Jurisdiction Name:** \_\_\_\_\_

**Training Provider:** \_\_\_\_\_

**OHS Approved Course Title:** \_\_\_\_\_

**Non-SLGCP Course Title & OHS Tracking No.** \_\_\_\_\_  
(requires pre-approval thru OEM)

**Date of Course:** \_\_\_\_\_

**Class/ Exercise Duration/Hours:** \_\_\_\_\_

[illegible]

Approved by: \_\_\_\_\_  
Authorized Signature

---

Print Name and Title

---

Date

| PLANNING ROSTER |                   |                            |            |                |            |               |                     |               |  |  |  |  |
|-----------------|-------------------|----------------------------|------------|----------------|------------|---------------|---------------------|---------------|--|--|--|--|
| Project         | Planning Activity | Solution Area Sub-Category | Discipline | Funding Source | Total Cost | Total Claimed | Cash Request Number | Final Product |  |  |  |  |
|                 |                   |                            |            |                | -          | -             |                     |               |  |  |  |  |
|                 |                   |                            |            |                |            |               |                     |               |  |  |  |  |
|                 |                   |                            |            |                |            |               |                     |               |  |  |  |  |
|                 |                   |                            |            |                |            |               |                     |               |  |  |  |  |
|                 |                   |                            |            |                |            |               |                     |               |  |  |  |  |
|                 |                   |                            |            |                |            |               |                     |               |  |  |  |  |
|                 |                   |                            |            |                |            |               |                     |               |  |  |  |  |
|                 |                   |                            |            |                |            |               |                     |               |  |  |  |  |
|                 |                   |                            |            |                |            |               |                     |               |  |  |  |  |
|                 |                   |                            |            |                |            |               |                     |               |  |  |  |  |
|                 |                   |                            |            |                |            |               |                     |               |  |  |  |  |
|                 |                   |                            |            |                |            |               |                     |               |  |  |  |  |
|                 |                   |                            |            |                |            |               |                     |               |  |  |  |  |
|                 |                   |                            |            |                |            |               |                     |               |  |  |  |  |
|                 |                   |                            |            |                |            |               |                     |               |  |  |  |  |
|                 | GRAND TOTAL       |                            |            |                |            |               | \$                  |               |  |  |  |  |

Date \_\_\_\_\_

[illegible]

Date \_\_\_\_\_

## 8. Notes on Personnel Cost:

### **In general, costs associated with:**

- ☐ Work performed under contract for a specific deliverable DOES NOT count against the personnel cap, however,
- ☐ Work performed under contract for an undefined period, such as for personnel costs supporting operational activities, including general planning, training or exercise activities DO count against the personnel cap; and
- ☐ Work performed by all non-contractor personnel, including for full- or part-time staff and operational overtime DO count against the personnel cap.

### **The following examples would not count towards the personnel cap:**

- ☐ Vendor installation of a radio tower;
- ☐ Vendor training on new equipment purchased;
- ☐ Contractor hired to create an Emergency Operations Plan;
- ☐ Contractor hired to provide deliveries of ICS 400; and
- ☐ Contractor hired to assist with planning, training, evaluating, and reporting the effectiveness of a specific exercise.

### **The following examples would count towards the personnel cap:**

- ☐ Contractor hired to be the State's WMD training instructor with no specific deliverables under contract;
- ☐ Contractor hired to facilitate unidentified number of exercises throughout the performance period;
- ☐ Contractor hired to be the part-time auditor of Homeland Security Grants throughout the year; and
- ☐ Contractor hired to be an intelligence analyst.

CALIFORNIA GOVERNOR'S OFFICE OF EMERGENCY SERVICES (Cal OES)

## EXHIBIT G

[illegible]

***Subrecipient Monitoring Instrument*****Subrecipient Monitoring Instrument****PROJECT TITLE**

Los Angeles County State Homeland Security Program  
Monitoring Reports

**A. FINANCIAL REPORTING REQUIREMENTS****Objective**

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

|    | <b><u>Verification</u></b>                                                                                                                                   | <b><u>Yes</u></b> | <b><u>No</u></b> | <b><u>Comment</u></b> |
|----|--------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------|------------------|-----------------------|
| 1. | Was a Single Audit completed for Grant Year 2014-15 and 2015-16?                                                                                             |                   |                  |                       |
| 2. | If yes, did the Subrecipient forward a copy to the Homeland Security Grant Administrator (HSGA) by March 30 <sup>th</sup> of the year following the audit?   |                   |                  |                       |
| 3. | Did the Single Audit(s) identify findings related to the Homeland Security Grant? If yes, please continue. If no, please mark N/A and continue to Section B. |                   |                  |                       |
| 4. | Did the Subrecipient develop a corrective action plan that addresses the finding(s)?                                                                         |                   |                  |                       |
| 5. | Did the Subrecipient send a copy of a corrective action plan to the HSGA?                                                                                    |                   |                  |                       |
| 6. | Did the Subrecipient implement the corrective action plan?                                                                                                   |                   |                  |                       |

**B. TRAINING****Objective**

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

| <b><u>Verification</u></b>                                                                                                                                                                                   | <b><u>Yes</u></b> | <b><u>No</u></b> | <b><u>Comments</u></b> |
|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------|------------------|------------------------|
| 1. Did the Subrecipient receive funding for Training expenditures? If yes, then continue. If no, continue to next section.                                                                                   |                   |                  |                        |
| 2. Did the Subrecipient receive prior approval from the State either via email or other documentation and did it include the training course name and number?                                                |                   |                  |                        |
| 3. If the Training expenditures relate to the use of employees, did the Subrecipient appropriately document the Training expenditures using employee timecards, sign-in sheets and certificates of training? |                   |                  |                        |
| 4. If Training expenditures relate to the use of consultants/contractors, did the Subrecipient follow proper procurement procedures to hire the consultants or contractors?                                  |                   |                  |                        |
| 5. Did the Subrecipient accurately report the Training expenditures in their accounting records?                                                                                                             |                   |                  |                        |
| 6. For Projects with overtime expenditures for Training:                                                                                                                                                     |                   |                  |                        |
| a. Did the Subrecipient maintain employee timecards to appropriately document the overtime expenditures?                                                                                                     |                   |                  |                        |
| b. Did the Subrecipient accurately report the overtime expenditures in their accounting records?                                                                                                             |                   |                  |                        |

**B. TRAINING (Continued)**

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

**C. PLANNING****Objective**

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

| <b><u>Verification</u></b>                                                                                                                                                                                              | <b><u>Yes</u></b> | <b><u>No</u></b> | <b><u>Comments</u></b> |
|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------|------------------|------------------------|
| 1. Did the Subrecipient receive funding for Planning expenditures? If yes, continue. If no, continue to next section.                                                                                                   |                   |                  |                        |
| 2. Did the Subrecipient appropriately document the Planning expenditures providing copies of the support documentation that indicated the efforts made to produce the final product and a copy of the product produced? |                   |                  |                        |
| 3. If Planning expenditures relate to the use of employees, did the Subrecipient use employee timecards and sign-in sheets?                                                                                             |                   |                  |                        |
| 4. If Planning expenditures relate to the use of consultants/contractors, did the Subrecipient follow proper procurement procedures to hire the consultants or contractors?                                             |                   |                  |                        |
| 5. Did the Subrecipient accurately report the Planning expenditures in their accounting records?                                                                                                                        |                   |                  |                        |
| 6. For Projects with overtime expenditures for Planning:                                                                                                                                                                |                   |                  |                        |
| a. Did the Subrecipient maintain employee timecards to appropriately document the overtime expenditures?                                                                                                                |                   |                  |                        |

**C. PLANNING (Continued)**

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

**D. EQUIPMENT****Objective**

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

| <u>Verification</u>                                                                                                                                                                               | <u>Yes</u> | <u>No</u> | <u>Comments</u> |
|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------|-----------|-----------------|
| 1. Did the Subrecipient receive funding for Equipment expenditures? If yes, continue. If no, continue to next section.                                                                            |            |           |                 |
| 2. Did the Subrecipient maintain invoices to support the Equipment expenditures?                                                                                                                  |            |           |                 |
| 3. Did the Subrecipient follow proper procurement procedures to purchase the Equipment and were the items listed in the federal "Authorized Equipment List" and/or "Standardized Equipment List"? |            |           |                 |
| 4. Did the Subrecipient accurately report the Equipment expenditures in their accounting records?                                                                                                 |            |           |                 |
| 5. Did the Subrecipient maintain an Equipment inventory that listed the following:                                                                                                                |            |           |                 |
| a) Description of Equipment,                                                                                                                                                                      |            |           |                 |
| b) Serial number or other identification number,                                                                                                                                                  |            |           |                 |
| c) AEL number,                                                                                                                                                                                    |            |           |                 |
| d) Fund/source/grant year,                                                                                                                                                                        |            |           |                 |
| e) Title holder,                                                                                                                                                                                  |            |           |                 |
| f) 100 percent of federal participation. If no, then identify percentage,                                                                                                                         |            |           |                 |
| g) Acquisition date,                                                                                                                                                                              |            |           |                 |
| h) Acquisition cost,                                                                                                                                                                              |            |           |                 |
| i) Quantity,                                                                                                                                                                                      |            |           |                 |
| j) Equipment location,                                                                                                                                                                            |            |           |                 |
| k) Use and condition of Equipment,                                                                                                                                                                |            |           |                 |
| l) Disposal date and sale price of the Equipment                                                                                                                                                  |            |           |                 |
| 6. Did the Subrecipient conduct an inventory of Equipment purchased with Cal/OES grant funds at least once every two years?                                                                       |            |           |                 |

**D. EQUIPMENT (Continued)**

|     | <u>Verification</u>                                                                                                                                                                                                               | <u>Yes</u> | <u>No</u> | <u>Comments</u> |
|-----|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------|-----------|-----------------|
| 7.  | Was the Equipment physically inspected to ensure:                                                                                                                                                                                 |            |           |                 |
|     | a. The Equipment existed and agreed to inventory listing?                                                                                                                                                                         |            |           |                 |
|     | b. The Equipment worked and adequately trained staff are available to operate the Equipment?                                                                                                                                      |            |           |                 |
| 8.  | Did the Subrecipient maintain Equipment in a secure location?                                                                                                                                                                     |            |           |                 |
| 9.  | For property other than Equipment, i.e. supplies, did the Subrecipient have controls and accountability to safeguard and ensure that the items are used and solely for authorized purposes?                                       |            |           |                 |
| 10. | For Equipment disposal, if any:                                                                                                                                                                                                   |            |           |                 |
|     | a. Was the disposition consistent with federal regulations?                                                                                                                                                                       |            |           |                 |
|     | b. What is the status of the proceeds received from the disposal?                                                                                                                                                                 |            |           |                 |
| 11. | Did the Subrecipient have a policy for damaged, destroyed, lost or stolen Equipment including but not limited to informing the Cal/OES, steps to replace the Equipment and an investigative process?                              |            |           |                 |
| 12. | Were the Equipment expenditures consistent with State approval grant award and/or post award modification(s)?                                                                                                                     |            |           |                 |
| 13. | Ensure the Subrecipient corrected areas of noncompliance that remain outstanding and were reported as findings in prior Grant Year monitoring reports maintained by HSGA:                                                         |            |           |                 |
|     | a. If the project prior Grant Year monitoring report finding was resolved, explain resolution, and indicate such in the current report as resolved.                                                                               |            |           |                 |
|     | b. If the project prior Grant Year monitoring report finding is not resolved, indicate why it has not been resolved and what the Subrecipient is doing to resolve the prior year finding and indicate such in the current report. |            |           |                 |

**E. EXERCISE****Objective**

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

| <b><u>Verification</u></b>                                                                                                                                                                                     | <b>Yes</b> | <b>No</b> | <b><u>Comments</u></b> |
|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------|-----------|------------------------|
| 1. Did the Subrecipient receive funding for Exercise expenditures? If yes, continue. If no, continue to next section.                                                                                          |            |           |                        |
| 2. Did the Subrecipient receive prior approval from the State either via email or other documentation and did it include the Exercise course name and number?                                                  |            |           |                        |
| 3. If the Exercise expenditures relate to the use of employees, did the Subrecipient appropriately document the Exercise expenditures using employee timecards, sign-in sheets, and certificates for Exercise? |            |           |                        |
| 4. If the Exercise expenditures relate to the use of consultants/contractors, did the Subrecipient follow proper procurement procedures to hire the consultants or contractors?                                |            |           |                        |
| 5. Did the Subrecipient accurately report the Exercise expenditures in their accounting records?                                                                                                               |            |           |                        |
| 6. For Projects with overtime expenditures for Exercise:                                                                                                                                                       |            |           |                        |
| a. Did the Subrecipient maintain employee timecards to appropriately document the overtime expenditures?                                                                                                       |            |           |                        |
| b. Did the Subrecipient accurately report the overtime expenditures in their accounting records?                                                                                                               |            |           |                        |
| c. Did the Subrecipient accurately report the backfill expenditures in their accounting records?                                                                                                               |            |           |                        |
| 7. For Projects with backfill expenditures for Exercise:                                                                                                                                                       |            |           |                        |
| a. Does the Subrecipient have documentation that the backfill expenditures were approved by the State?                                                                                                         |            |           |                        |
| b. Did the Subrecipient appropriately document the backfill expenditures using employee timecards and sign-in sheets?                                                                                          |            |           |                        |

**E. EXERCISE (Continued)**

| <u>Verification</u>                                                                                                                                                                                                               | <u>Yes</u> | <u>No</u> | <u>Comments</u> |
|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------|-----------|-----------------|
| 8. Were the employee timecards utilized in the Exercise activities signed and dated by the employee and direct supervisor?                                                                                                        |            |           |                 |
| 9. Were the Exercise expenditures consistent with the State approved grant award and/or post award modifications?                                                                                                                 |            |           |                 |
| 10. Ensure the Subrecipient corrected areas of noncompliance that remain outstanding and were reported as findings in prior Grant Year monitoring reports:                                                                        |            |           |                 |
| a. If the Project prior Grant Year monitoring report finding was resolved, explain resolution and indicate such in the current report as resolved.                                                                                |            |           |                 |
| b. If the Project prior Grant Year monitoring report finding is not resolved, indicate why it has not been resolved and what the Subrecipient is doing to resolve the prior year finding and indicate such in the current report. |            |           |                 |

**F. ORGANIZATION****Objective**

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

| <b><u>Verification</u></b>                                                                                                                                                                                                       | <b><u>Yes</u></b> | <b><u>No</u></b> | <b><u>Comments</u></b> |
|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------|------------------|------------------------|
| 1. Did the Subrecipient receive funding for Organization expenditures? If so, continue. If no, continue to next section.                                                                                                         |                   |                  |                        |
| 2. If the Organization expenditures relate to the use of employees, did the Subrecipient document the expenditures using employee timecards, sign-in sheets, or with other support documentation that substantiated the expense? |                   |                  |                        |
| 3. If the Organization expenditures relate to the use of consultants or contractors, did the Subrecipient follow proper procurement procedures to hire the consultants or contractors?                                           |                   |                  |                        |
| 4. Did the Subrecipient accurately report the Organization expenditures in their accounting records?                                                                                                                             |                   |                  |                        |
| 5. For Projects with overtime expenditures for Organization:                                                                                                                                                                     |                   |                  |                        |
| a. Did the Subrecipient maintain employee timecards to appropriately document the overtime expenditures?                                                                                                                         |                   |                  |                        |
| b. Did the Subrecipient accurately report the overtime expenditures in their accounting records.?                                                                                                                                |                   |                  |                        |

**F. ORGANIZATION (Continued)**

|                                                                                                                                                                                                                                   | <u>Verification</u> | <u>Yes</u> | <u>No</u> | <u>Comments</u> |
|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------|------------|-----------|-----------------|
| 6. For Projects with backfill expenditures for Organization:                                                                                                                                                                      |                     |            |           |                 |
| b. Does the Subrecipient have documentation that the backfill expenditures were approved by the State?                                                                                                                            |                     |            |           |                 |
| c. Did the Subrecipient appropriately document the backfill expenditures using employee timecards and other payroll documentation?                                                                                                |                     |            |           |                 |
| 7. Were employee timecards utilized in Organization activities signed and dated by the employee and direct supervisor?                                                                                                            |                     |            |           |                 |
| 8. Were the Organization expenditures consistent with the State approved grant award and/or post award modification(s)?                                                                                                           |                     |            |           |                 |
| 9. Ensure that the Subrecipient corrected areas of noncompliance that remain outstanding and were reported as findings in prior Grant Year monitoring reports maintained by HSGA:                                                 |                     |            |           |                 |
| a. If the Project prior Grant Year monitoring report finding was resolved, explain resolution and indicate such in the current report as resolved.                                                                                |                     |            |           |                 |
| b. If the Project prior Grant Year monitoring report finding is not resolved, indicate why it has not been resolved and what the Subrecipient is doing to resolve the prior year finding and indicate such in the current report. |                     |            |           |                 |

Item #9.D.

*City of*  
**IRWINDALE**  
**AGENDA REPORT**

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Date: July 8, 2026  
To: Honorable Mayor and Members of the City Council  
From: Julian A. Miranda, City Manager  
Issue: Approve a Contract with Joe A. Gonsalves & Son for Lobbying Services

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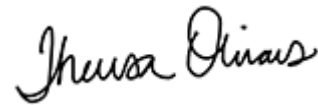
**City Manager's Recommendation:**

That the City Council of the City of Irwindale approve the Agreement for Professional Services Between the City of Irwindale and Joe A. Gonsalves and Son.

**Administrative Action:**

**Submitted / Prepared by:**

Theresa Olivares, Assistant City Manager



**Reviewed by:**

Adrian R. Guerra, City Attorney

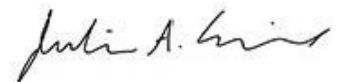


Kambiz Borhani, Finance Director / City Treasurer



**Approved by:**

Julian A. Miranda, City Manager



**Background and Analysis:**

The City has retained the services of Joe A. Gonsalves & Son for professional legislative representation since 1994. Historically, the monthly retainer was \$4,400 in 2012 and increased to \$4,750 for the period from 2016 through 2020. During the COVID-19 pandemic, the City successfully negotiated a reduced monthly rate of \$2,375. In 2026, the consultant requested reinstatement of the pre-pandemic

monthly retainer of \$4,750. Following negotiations, staff secured a 25 percent increase, equivalent to \$593.75, resulting in a revised monthly retainer of \$2,968.75 and an annual contract amount of \$35,625. The proposed agreement will be funded through a combination of the General Fund (75 percent) and the Mining Impact Fund (25 percent).

**Fiscal Impact:**

The adopted Fiscal Year 2026–2027 budget allocates \$35,628 for these services, consisting of \$26,721 from the General Fund and \$8,907 from the Mining Impact Fund. Accordingly, sufficient funding is available, and no additional appropriation is required.

**Attachments:**

|    |                                                   |
|----|---------------------------------------------------|
| 1. | Professional Services Agreement - Gonsalves & Son |
|----|---------------------------------------------------|

**CITY OF IRWINDALE  
CONTRACT SERVICES AGREEMENT FOR  
JOE A. GONSALVES & SON**

THIS CONTRACT SERVICES AGREEMENT (herein “Agreement”) is made and entered into this 8<sup>th</sup> day of July, 2026, by and between the CITY OF IRWINDALE, a charter city and California municipal corporation (“City”) and Joe A. Gonsalves & Son, a California corporation (herein “Consultant”).

NOW, THEREFORE, the parties hereto agree as follows:

**1. SERVICES OF CONSULTANT**

1.1 Scope of Services. In compliance with all of the terms and conditions of this Agreement, the Consultant shall perform the work or services set forth in the “Scope of Services” attached hereto as Exhibit “A” and incorporated herein by reference. Consultant warrants that it has the experience and ability to perform all work and services required hereunder and that it shall diligently perform such work and services in a professional and satisfactory manner.

1.2 Compliance With Law. All work and services rendered hereunder shall be provided in accordance with all ordinances, resolutions, statutes, rules, and regulations of the City and any federal, state, or local governmental agency of competent jurisdiction.

1.3 California Labor Law. If the Scope of Services includes any “public works” or “maintenance,” as those terms are defined in California Labor Code section 1720 *et seq.* and California Code of Regulations, Title 8, Section 16000 *et seq.*, and if the total compensation is \$1,000 or more, Consultant shall pay prevailing wages for such work and comply with the requirements in California Labor Code section 1770 *et seq.* and 1810 *et seq.*, and all other applicable laws.

1.4 Licenses, Permits, Fees, and Assessments. Consultant shall obtain at its sole cost and expense such licenses, permits, and approvals as may be required by law for the performance of the services required by the Agreement.

1.5 Special Requirements. Additional terms and conditions of this Agreement, if any, which are made a part hereof are set forth in the “Special Requirements” attached hereto as Exhibit “B” and incorporated herein by this reference. In the event of a conflict between the provisions of Exhibit “B” and any other provisions of this Agreement, the provisions of Exhibit “B” shall govern.

**2. COMPENSATION**

2.1 Contract Sum. For the services rendered pursuant to this Agreement, Consultant shall be compensated in accordance with the “Schedule of Compensation” attached hereto as Exhibit “C” and incorporated herein by this reference, but not exceeding the maximum contract amount of Thirty-Five Thousand Six Hundred Twenty-Five Dollars (\$35,625) (“Contract Sum”).

2.2 Invoices. Each month Consultant shall furnish to City an original invoice for all work performed and expenses incurred during the preceding month in a form

approved by City's Director of Finance. By submitting an invoice for payment under this Agreement, Consultant shall be deemed to have certify compliance with all provisions of this Agreement. The invoice shall contain all information specified in Exhibit "C", and shall detail charges for all necessary and actual expenses by the following categories: labor (by sub-category), travel, materials, equipment, supplies, and sub-contractor contracts. Sub-contractor charges shall also be detailed by such categories. Consultant shall not invoice City for any duplicate services performed by more than one person.

City shall independently review each invoice submitted by the Consultant to determine whether the work performed and expenses incurred are in compliance with the provisions of this Agreement. Except as to any charges for work performed or expenses incurred by Consultant which are disputed by City, City will use its best efforts to cause Consultant to be paid within forty five (45) days of receipt of Consultant's correct and undisputed invoice; however, Consultant acknowledges and agrees that due to City warrant run procedures, the City cannot guarantee that payment will occur within this time period. In the event the City disputes any charges or expenses, the original invoice shall be returned by the City to Consultant for correction and resubmission. Review and payment by the City of any invoice provided by the Consultant shall not constitute a waiver of any rights or remedies provided herein or any applicable law.

2.3 Additional Services. The City shall have the right at any time during the performance of the services, without invalidating this Agreement, to order extra work beyond that specified in the Scope of Services or make changes by altering, adding to or deducting from said work. No such extra work may be undertaken unless a written order is first given by the Contract Officer (as defined below) to the Consultant, incorporating therein any adjustment in: (i) the Contract Sum (or a portion of the compensation due to Consultant) for the actual cost of the extra work; and/or (ii) the time to perform this Agreement, which said adjustments are subject to the written approval of the Consultant. Any increase in compensation of up to ten percent (10%) of the Contract Sum, but not exceeding a total contract amount of Thirty Thousand Dollars (\$30,000) or in the time to perform of up to ninety (90) days may be approved by the City Manager. Any greater increases than Thirty Thousand Dollars (\$30,000), taken either separately or cumulatively, must be approved by the City Council. No claim for an increase in the Contract Sum or time for performance shall be valid unless the procedures established in this Section are followed.

### **3. PERFORMANCE SCHEDULE**

3.1 Time of Essence. Time is of the essence in the performance of this Agreement.

3.2 Schedule of Performance. Consultant shall commence the services pursuant to this Agreement upon receipt of a written notice to proceed and shall perform all services within the time period(s) established in the "Schedule of Performance" attached hereto as Exhibit "D" and incorporated herein by this reference. When requested by the Consultant, extensions to the time period(s) specified in the Schedule of Performance may be approved in writing by the Contract Officer but not exceeding thirty (30) days cumulatively.

3.3 Force Majeure. The time period(s) specified in the Schedule of Performance for performance of the services rendered pursuant to this Agreement shall be extended because of any delays due to unforeseeable causes beyond the control and without the fault or negligence of the Consultant, including, but not restricted to, acts of God or of the public enemy, unusually severe weather, fires, earthquakes, floods, epidemics, quarantine restrictions, riots, strikes, freight embargoes, wars, litigation, and/or acts of any governmental agency, including the City, if the Consultant shall within ten (10) days of the commencement of such delay notify the Contract Officer in writing of the causes of the delay. The Contract Officer shall ascertain the facts and the extent of delay, and extend the time for performing the services for the period of the enforced delay when and if in the judgment of the Contract Officer such delay is justified. The Contract Officer's determination shall be final and conclusive upon the parties to this Agreement. In no event shall Consultant be entitled to recover damages against the City for any delay in the performance of this Agreement under this Section; Consultant's sole remedy will be an extension of the Agreement pursuant to this Section.

#### **4. COORDINATION OF WORK**

4.1 Representative of Consultant. Jason A. Gonsalves is hereby designated as the representative of Consultant authorized to act on its behalf with respect to the work and services specified herein, and to make all decisions in connection therewith. All personnel of Consultant and any authorized agents shall be under the exclusive direction of the representative of Consultant. Consultant shall utilize only competent personnel to perform services pursuant to this Agreement. Consultant shall make every reasonable effort to maintain the stability and continuity of Consultant's staff and subcontractors, and shall keep the City informed of any changes.

4.2 Contract Officer. Julian A. Miranda, City Manager, or such person as may be designated by the City Manager, is hereby designated as the representative the City authorized to act in its behalf with respect to the work and services specified herein, and to make all decisions in connection therewith ("Contract Officer").

4.3 Prohibition Against Subcontracting or Assignment. Consultant shall not contract with any entity to perform in whole or in part the work or services required hereunder without the express written approval of the City. Neither this Agreement nor any interest herein may be assigned, transferred, pledged, encumbered, or hypothecated, voluntarily or by operation of law, without the prior written approval of the City. Any such prohibited assignment, transfer, pledge, encumbrance, or hypothecation shall be void.

4.4 Independent Consultant. Neither the City nor any of its employees shall have any control over the manner, mode, or means by which Consultant, its officers, agents, or employees, perform the services required herein, except as otherwise set forth. Consultant shall perform all services required herein as an independent contractor of City with only such obligations as are consistent with that role. Consultant shall not at any time or in any manner represent that it or any of its officers, agents, or employees are agents or employees of City, or that it is a member of a joint enterprise with City.

## 5. INSURANCE AND INDEMNIFICATION

5.1 Insurance Coverages. Without limiting Consultant's indemnification of City, and prior to commencement of any services under this Agreement, Consultant shall obtain, provide, and maintain at its sole cost and expense during the Term of this Agreement, policies of insurance of the type and amounts described below and in a form satisfactory to City.

(a) General Liability Insurance. Consultant shall maintain commercial general liability insurance with coverage at least as broad as Insurance Services Office form CG 00 01, in an amount not less than \$1,000,000 per occurrence, \$2,000,000 general aggregate, for bodily injury, personal injury, and property damage, including, without limitation, blanket contractual liability. The policy must include contractual liability that has not been amended. Any endorsement restricting standard ISO "insured contract" language will not be accepted.

(b) Automobile Liability Insurance. Consultant shall maintain automobile insurance at least as broad as Insurance Services Office form CA 00 01 covering bodily injury and property damage for all activities of the Consultant arising out of or in connection with the services to be performed under this Agreement, including coverage for any owned, hired, non-owned or rented vehicles, in an amount not less than \$1,000,000 combined single limit for each accident.

(c) Professional Liability (errors & omissions) Insurance. Consultant shall maintain professional liability insurance that covers the services to be performed in connection with this Agreement, in the minimum amount of \$1,000,000 per claim and in the aggregate. Any policy inception date, continuity date, or retroactive date must be before the effective date of this Agreement and Consultant agrees to maintain continuous coverage through a period no less than three (3) years after completion of the services required by this Agreement.

(d) Workers' Compensation Insurance. Consultant shall maintain Workers' Compensation Insurance (Statutory Limits) and Employer's Liability Insurance (with limits of at least \$1,000,000).

(e) Subcontractors. Consultant shall include all subcontractors as insureds under its policies or shall furnish separate certificates and certified endorsements for each subcontractor. All coverages for subcontractors shall include all of the requirements stated herein.

(f) Additional Insurance. Policies of such other insurance, as may be required in the Special Requirements in Exhibit "B".

### 5.2 General Insurance Requirements.

(a) Proof of Insurance. Consultant shall provide certificates of insurance to City as evidence of the insurance coverage required herein, along with a waiver of subrogation endorsement for workers' compensation. Insurance certificates and endorsements must be approved by City's Risk Manager prior to commencement of performance. Current certification of insurance shall be kept on file with City at all times during the Term of this Agreement. City reserves the right to require complete, certified copies of all required insurance policies, at any time.

(b) Duration of Coverage. Consultant shall procure and maintain for the duration of this Agreement insurance against claims for injuries to persons or damages to property, which may arise from or in connection with the performance of the Services hereunder by Consultant, its officers, agents, representatives, employees, or subconsultants.

(c) Primary/noncontributing. Coverage provided by Consultant shall be primary and any insurance or self-insurance procured or maintained by City shall not be required to contribute with it. The limits of insurance required herein may be satisfied by a combination of primary and umbrella or excess insurance. Any umbrella or excess insurance shall contain or be endorsed to contain a provision that such coverage shall also apply on a primary and non-contributory basis for the benefit of City before the City's own insurance or self-insurance shall be called upon to protect it as a named insured.

(d) City's Rights of Enforcement. In the event any policy of insurance required under this Agreement does not comply with these specifications or is canceled and not replaced, the City has the right but not the duty to obtain the insurance it deems necessary and any premium paid by the City will be promptly reimbursed by Consultant or City will withhold amounts sufficient to pay premium from Consultant payments. In the alternative, the City may cancel this Agreement.

(e) Acceptable Insurers. All insurance policies shall be issued by an insurance company currently authorized by the Insurance Commissioner to transact business of insurance or that is on the List of Approved Surplus Line Insurers in the State of California, with an assigned policyholders' Rating of A- (or higher) and Financial Size Category Class VI (or larger) in accordance with the latest edition of Best's Key Rating Guide, unless otherwise approved by the City's Risk Manager.

(f) Waiver of Subrogation. All insurance coverage maintained or procured pursuant to this agreement shall be endorsed to waive subrogation against the City, its elected or appointed officers, agents, officials, employees, and volunteers or shall specifically allow Consultant or others providing insurance evidence in compliance with these specifications to waive their right of recovery prior to a loss. Consultant hereby waives its own right of recovery against the City, and shall require similar written express waivers and insurance clauses from each of its subconsultants.

(g) Enforcement of Contract Provisions (non-estoppel). Consultant acknowledges and agrees that any actual or alleged failure on the part of the City to inform Consultant of non-compliance with any requirement imposes no additional obligations on the City, nor does it waive any rights hereunder.

(h) Requirements Not Limiting. Requirements of specific coverage features or limits contained in this section are not intended as a limitation on coverage, limits or other requirements, or a waiver of any coverage normally provided by any insurance. Specific reference to a given coverage feature is for purposes of clarification only as it pertains to a given issue and is not intended by any party or insured to be all inclusive, or to the exclusion of other coverage, or a waiver of any type. If the Consultant maintains higher limits than the minimums shown above, the City requires and shall be entitled to coverage for the higher limits maintained by the Consultant. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the City.

(i) Notice of Cancellation. Consultant agrees to oblige its insurance agent or broker and insurers to provide to the City with a thirty (30) day notice of cancellation (except for nonpayment for which a ten (10) day notice is required) or nonrenewal of coverage for each required coverage.

(j) Additional Insured Status. General liability and automobile policies shall provide or be endorsed to provide that the City and its officers, officials, employees, and agents, and volunteers shall be additional insureds under such policies. This provision shall also apply to any excess/umbrella liability policies.

(k) Prohibition of Undisclosed Coverage Limitations. None of the coverages required herein will be in compliance with these requirements if they include any limiting endorsement of any kind that has not been first submitted to the City and approved by the City in writing.

(l) Separation of Insureds. A severability of interests provision must apply for all additional insureds ensuring that Consultant's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the insurer's limits of liability. The policy(ies) shall not contain any cross-liability exclusions.

(m) Pass Through Clause. Consultant agrees to ensure that its subconsultants, subcontractors, and any other party involved with the services who is brought onto or involved in the services by Consultant, provide the same minimum insurance coverage and endorsements required of Consultant. Consultant agrees to monitor and review all such coverage and assumes all responsibility for ensuring that such coverage is provided in conformity with the requirements of this section. Consultant agrees that upon request, all agreements with consultants, subcontractors, and others engaged in the services will be submitted to City for review.

(n) City's Right to Revise Specifications. The City reserves the right at any time during the Term of this Agreement, to change the amounts and types of insurance required by giving the Consultant ninety (90) days advance written notice of such change. If such change results in substantial additional cost to the Consultant, the City and Consultant may renegotiate Consultant's compensation.

(o) Deductibles / Self-Insured Retentions. Any deductibles and self-insured retentions must be declared to and approved by City. At the option of the City, either: the insurer shall reduce or eliminate such deductibles or self-insured retentions with respect to the City, its officers, officials, employees, agents, and volunteers, or the Consultant shall provide a financial guarantee satisfactory to the City guaranteeing payment of losses and related investigations, claims administration and defense expense.

(p) Timely Notice of Claims. Consultant shall give the City prompt and timely notice of claims made or suits instituted that arise out of or result from Consultant's performance under this Agreement, and that involve or may involve coverage under any of the required liability policies.

(q) Additional Insurance. Consultant shall also procure and maintain, at its own cost and expense, any additional kinds of insurance, which in its own judgment may be necessary for its proper protection and prosecution of the work.

### 5.3 Indemnification.

To the full extent permitted by law, Consultant agrees to indemnify, defend and hold harmless the City, its officers, employees, and agents (“Indemnified Parties”) against, and will hold and save them and each of them harmless from, any and all actions, either judicial, administrative, arbitration or regulatory claims, damages to persons or property, losses, costs, penalties, obligations, errors, omissions, or liabilities whether actual or threatened (herein “claims or liabilities”) that may be asserted or claimed by any person, firm, or entity arising out of or in connection with the negligent performance of the work, operations, or activities provided herein of Consultant, its officers, employees, agents, subcontractors, invitees, or any individual or entity for which Consultant is legally liable (“indemnitors”), or arising from Consultant’s or indemnitors’ reckless or willful misconduct, or arising from Consultant’s or indemnitors’ negligent performance of or failure to perform any term, provision, covenant or condition of this Agreement, except claims or liabilities occurring as a result of City’s sole negligence or willful acts or omissions. The indemnity obligation shall be binding on successors and assigns of Consultant and shall survive termination of this Agreement.

## 6. **RECORDS, REPORTS, AND RELEASE OF INFORMATION**

6.1 Records. Consultant shall keep, and require subcontractors to keep, such ledgers, books of accounts, invoices, vouchers, canceled checks, reports, studies, or other documents relating to the disbursements charged to the City and services performed hereunder (the “books and records”), as shall be necessary to perform the services required by this Agreement and enable the Contract Officer to evaluate the performance of such services and shall keep such records for a period of three years following completion of the services hereunder. The Contract Officer shall have full and free access to such books and records at all times during normal business hours of the City, including the right to inspect, copy, audit, and make records and transcripts from such records.

6.2 Reports. Consultant shall periodically prepare and submit to the Contract Officer such reports concerning the performance of the services required by this Agreement or as the Contract Officer shall require.

### 6.3 Confidentiality and Release of Information.

(a) All information gained or work product produced by Consultant in performance of this Agreement shall be considered confidential, unless such information is in the public domain or already known to Consultant. Consultant shall not release or disclose any such information or work product to persons or entities other than the City without prior written authorization from the Contract Officer.

(b) Consultant shall not, without prior written authorization from the Contract Officer or unless requested by the City Attorney, voluntarily provide documents, declarations, letters of support, testimony at depositions, response to interrogatories or admissions, or other information concerning the work performed under this Agreement. Response to a subpoena or court order shall not be considered “voluntary” provided Consultant gives the City sufficient notice of such court order or subpoena to allow it to raise relevant objections.

(c) If Consultant provides any information or work product in violation of this Agreement, then the City shall have the right to reimbursement and indemnity from

Consultant for any damages, costs, and fees, including attorney's fees, caused by or incurred as a result of Consultant's conduct.

(d) Consultant shall promptly notify the City should Consultant be served with any summons, complaint, subpoena, notice of deposition, request for documents, interrogatories, request for admissions or other discovery request, court order, or subpoena from any party regarding this Agreement and the work performed thereunder. The City retains the right, but has no obligation, to represent Consultant or be present at any deposition, hearing or similar proceeding. Consultant agrees to cooperate fully with the City and to provide the City with sufficient opportunity to review, comment, or file appropriate objections to any response to discovery requests provided by Consultant.

6.4 Ownership of Documents. All studies, surveys, data, notes, computer files, reports, records, drawings, specifications, maps, designs, photographs, documents, and other materials (the "documents and materials") prepared by Consultant in the performance of this Agreement shall be the property of the City and shall be delivered to the City upon request of the Contract Officer or upon the termination of this Agreement, and Consultant shall have no claim for further employment or additional compensation as a result of the exercise by the City of its full rights of ownership use, reuse, or assignment of the documents and materials hereunder. Moreover, Consultant with respect to any documents and materials that may qualify as "works made for hire" as defined in Title 17 Section 101 of the United States Code, such documents and materials are hereby deemed "works made for hire" for the City.

## **7. ENFORCEMENT OF AGREEMENT AND TERMINATION**

7.1 California Law. This Agreement shall be interpreted, construed, and governed both as to validity and to performance of the parties in accordance with the laws of the State of California. Legal actions concerning any dispute, claim, or matter arising out of or in relation to this Agreement shall be instituted in the Superior Court of the County of Los Angeles, State of California. In the event of litigation in a U.S. District Court, venue shall lie exclusively in the Central District of California, in the County of Los Angeles, State of California.

7.2 Disputes; Default. In the event that Consultant is in default under the terms of this Agreement, the City shall not have any obligation or duty to continue compensating Consultant for any work performed after the date of default. Instead, the City may give notice to Consultant of the default and the reasons for the default. The notice shall include the timeframe in which Consultant may cure the default. This timeframe is presumptively thirty (30) days, but may be extended or shortened, if circumstances warrant, as determined by the Contract Officer. The cure period may run concurrently with the termination period as provided in Section 7.4, if the option to cure is in the alternative to termination. During the period of time that Consultant is in default, the City shall hold all invoices and shall, when the default is cured, proceed with payment on the invoices. If Consultant does not cure the default, the City may take necessary steps to terminate this Agreement under this Article.

7.3 Legal Action. In addition to any other rights or remedies, either party may take legal action, in law or in equity, to cure, correct, or remedy any default, to recover damages for any default, to compel specific performance of this Agreement, to obtain declaratory or injunctive relief, or to obtain any other remedy consistent with the purposes of this Agreement. Notwithstanding any contrary provision herein, Consultant shall file a

statutory claim pursuant to Government Code Sections 905 et. seq. and 910 et. seq., in order to pursue any legal action under this Agreement.

Except with respect to rights and remedies expressly declared to be exclusive in this Agreement, the rights and remedies of the parties are cumulative and the exercise by either party of one or more of such rights or remedies shall not preclude the exercise by it, at the same or different times, of any other rights or remedies for the same default or any other default by the other party.

7.4 Termination Prior to Expiration of Term. This Section shall govern any termination of this Agreement except as specifically provided in the following Section for termination for cause. The City reserves the right to terminate this Agreement at any time, with or without cause, upon thirty (30) days' written notice to Consultant, except that where termination is due to the fault of the Consultant, the period of notice may be such shorter time as may be determined by the Contract Officer. In addition, the Consultant reserves the right to terminate this Agreement at any time, with or without cause, upon sixty (60) days' written notice to the City, except that where termination is due to the fault of the City, the period of notice may be such shorter time as the Consultant may determine. Upon receipt of any notice of termination, Consultant shall immediately cease all services hereunder except such as may be specifically approved by the Contract Officer. Except where the Consultant has initiated termination, the Consultant shall be entitled to compensation for all services rendered prior to the effective date of the notice of termination and for any services authorized by the Contract Officer thereafter in accordance with the Schedule of Compensation or such as may be approved by the Contract Officer. In the event the Consultant has initiated termination, the Consultant shall be entitled to compensation only for the reasonable value of the work product actually produced hereunder, but not exceeding the compensation provided therefore in the Schedule of Compensation as shown on Exhibit "C". In the event of termination without cause pursuant to this section, the terminating party need not provide the non-terminating party with the opportunity to cure pursuant to Section 7.2.

7.5 Termination for Default of Consultant. If termination is due to the failure of the Consultant to fulfill its obligations under this Agreement, the City may, after compliance with the provisions of Section 7.2, take over the work and prosecute the same to completion by contract or otherwise, and the Consultant shall be liable to the extent that the total cost for completion of the services required hereunder exceeds the compensation herein stipulated (provided that the City shall use reasonable efforts to mitigate such damages), and the City may withhold any payments to the Consultant for the purpose of set-off or partial payment of the amounts owed to the City as previously stated.

## **8. MISCELLANEOUS**

8.1 Covenant Against Discrimination. Consultant covenants that, by and for itself, its heirs, executors, assigns, and all persons claiming under or through them, that there shall be no discrimination against or segregation of, any person or group of persons on account of race, color, creed, religion, sex, gender, sexual orientation, marital status, national origin, ancestry, or other protected class in the performance of this Agreement. Consultant shall take affirmative action to ensure that applicants are employed and that employees are treated during employment without regard to their race, color, creed, religion, sex, gender, sexual orientation, marital status, national origin, ancestry, or other protected class

8.2 Non-liability of City Officers and Employees. No officer or employee of the City shall be personally liable to the Consultant, or any successor in interest, in the event of any default or breach by the City or for any amount, which may become due to the Consultant or to its successor, or for breach of any obligation of the terms of this Agreement.

8.3 Notice. Any notice, demand, request, document, consent, approval, or communication either party desires or is required to give to the other party or any other person shall be in writing and either served personally or sent by prepaid, first-class mail, in the case of the City, to the City Manager, and to the attention of the Contract Officer (with their name and City title), City of Irwindale, 5050 N. Irwindale Ave, Irwindale, CA 91706, and in the case of the Consultant, to the person(s) at the address designated on the execution page of this Agreement. Either party may change its address by notifying the other party of the change of address in writing. Notice shall be deemed communicated at the time personally delivered or in seventy-two (72) hours from the time of mailing if mailed as provided in this Section.

8.4 Integration; Amendment. It is understood that there are no oral agreements between the parties hereto affecting this Agreement and this Agreement supersedes and cancels any and all previous negotiations, arrangements, agreements and understandings, if any, between the parties, and none shall be used to interpret this Agreement. This Agreement may be amended at any time by the mutual consent of the parties by an instrument in writing.

8.5 Severability. In the event that part of this Agreement shall be declared invalid or unenforceable by a valid judgment or decree of a court of competent jurisdiction, such invalidity or unenforceability shall not affect any of the remaining portions of this Agreement which are hereby declared as severable and shall be interpreted to carry out the intent of the parties hereunder unless the invalid provision is so material that its invalidity deprives either party of the basic benefit of their bargain or renders this Agreement meaningless.

8.6 Waiver. No delay or omission in the exercise of any right or remedy by non-defaulting party on any default shall impair such right or remedy or be construed as a waiver. A party's consent to or approval of any act by the other party requiring the party's consent or approval shall not be deemed to waive or render unnecessary the other party's consent to or approval of any subsequent act. Any waiver by either party of any default must be in writing and shall not be a waiver of any other default concerning the same or any other provision of this Agreement.

8.7 Attorneys' Fees. If either party to this Agreement is required to initiate or defend or made a party to any action or proceeding in any way connected with this Agreement, the prevailing party in such action or proceeding, in addition to any other relief which any be granted, whether legal or equitable, shall be entitled to reasonable attorney's fees, whether or not the matter proceeds to judgment.

8.8 Interpretation. The terms of this Agreement shall be construed in accordance with the meaning of the language used and shall not be construed for or against either party by reason of the authorship of this Agreement or any other rule of construction which might otherwise apply.

8.9 Counterparts and Electronic Signatures. This Agreement may be executed in two or more counterparts, each of which when so executed shall be deemed to be an original and all of which when taken together shall constitute one and the same instrument. The words “execution,” “signed,” “signature,” and words of like import in this Agreement or in any other certificate, agreement or document related to this Agreement, shall include images of manually executed signatures transmitted by facsimile or other electronic format (including, without limitation, “pdf”, “tif” or “jpg”) and other electronic signatures in accordance with Title 2, Section 22003 of the California Code of Regulations (including, without limitation, DocuSign and AdobeSign). The use of electronic signatures and electronic records (including, without limitation, any contract or other record created, generated, sent, communicated, received, or stored by electronic means) shall be of the same legal effect, validity and enforceability as a manually executed signature or use of a paper-based record-keeping system to the fullest extent permitted by applicable law, including the Federal Electronic Signatures in Global and National Commerce Act, the California Uniform Electronic Transactions Act and any other applicable law, including, without limitation, any state law based on the Uniform Electronic Transactions Act or the Uniform Commercial Code.

8.10 Warranty & Representation of Non-Collusion. No official, officer, or employee of the City has any financial interest, direct or indirect, in this Agreement, nor shall any official, officer, or employee of the City participate in any decision relating to this Agreement which may affect their financial interest or the financial interest of any corporation, partnership, or association in which they are directly or indirectly interested, or in violation of any corporation, partnership, or association in which (s)he is directly or indirectly interested, or in violation of any State or municipal statute or regulation. The determination of “financial interest” shall be consistent with state law and shall not include interests found to be “remote” or “noninterests” pursuant to Government Code Sections 1091 or 1091.5. Consultant warrants and represents that it has not paid or given, and will not pay or give, to any third party including, but not limited to, any City official, officer, or employee, any money, consideration, or other thing of value as a result or consequence of obtaining or being awarded any agreement. Consultant further warrants and represents that (s)he/it has not engaged in any act(s), omission(s), or other conduct or collusion that would result in the payment of any money, consideration, or other thing of value to any third party including, but not limited to, any City official, officer, or employee, as a result of consequence of obtaining or being awarded any agreement. Consultant is aware of and understands that any such act(s), omission(s), or other conduct resulting in such payment of money, consideration, or other thing of value will render this Agreement void and of no force or effect.

Consultant’s Authorized Initials \_\_\_\_\_  
(Name)

8.11 Corporate Authority. The persons executing this Agreement on behalf of the parties hereto warrant that: (i) such party is duly organized and existing; (ii) they are duly authorized to execute and deliver this Agreement on behalf of said party; (iii) by so executing this Agreement, such party is formally bound to the provisions of this Agreement; and (iv) the entering into this Agreement does not violate any provision of any other agreement to which said party is bound. This Agreement shall be binding upon the heirs, executors, administrators, successors, and assigns of the parties.

**IN WITNESS WHEREOF**, the parties hereto have executed this Agreement on the date and year first-above written.

**CITY:**

CITY OF IRWINDALE, a municipal corporation

By:

---

Julian A. Miranda  
City Manager

**APPROVED AS TO FORM:  
ALESHIRE & WYNDER, LLP**

By:

---

Adrian R. Guerra  
City Attorney

By:

**ATTEST:**

By:

---

Laura M. Nieto  
Chief Deputy City Clerk

**CONSULTANT:**

JOE A. GONSALVES & SON, a California corporation

By:

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Name: Anthony D. Gonsalves  
Title: President/Advocate  
Email: gonsalves@gonsalvi.com  
Address: 925 L Street, Suite 250, Sacramento, CA 95814

By:

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Name: Jason A. Gonsalves  
Title: Corporate Secretary/Advocate  
Email: gonsalves@gonsalvi.com

Two corporate officer signatures required when Consultant is a corporation, with one signature required from each of the following groups: 1) Chairman of the Board, President or any Vice President; and 2) Secretary, any Assistant Secretary, Chief Financial Officer or any Assistant Treasurer. CONSULTANT'S SIGNATURES SHALL BE DULY NOTARIZED UNLESS EXECUTED UTILIZING DIGITAL SIGNATURE IN ACCORDANCE WITH CALIFORNIA CODE OF REGULATIONS TITLE 2 SECTION 22003. IN ADDITION, THE APPROPRIATE ATTESTATIONS SHALL BE INCLUDED AS MAY BE REQUIRED BY THE BYLAWS, ARTICLES OF INCORPORATION, OR OTHER RULES OR REGULATIONS APPLICABLE TO CONSULTANT'S BUSINESS ENTITY.

## **EXHIBIT “A”**

### **SCOPE OF SERVICES**

#### **I. Consultant will perform the following services:**

- A. Engage in advocacy on behalf of the City on state matters and on City-sponsored legislative proposals in consultation with the City’s Governmental Relations Administrator and other staff, as deemed appropriate.
- B. Advocate on behalf of the City and maintain liaison between the Administration, Legislature, and State Agencies and Departments as determined by the City.
- C. Provide expertise in regulatory and legislative strategy and techniques to facilitate legislation and regulations through the process.
- D. Respond to issues and assist the City in providing appropriate communication to key legislators and regulators.
- E. Identify effective advocacy strategies including where leverage should be applied, identify pitfalls and provide an understanding of the political climate in the state.
- F. Assist Staff in understand how legislation and regulations are formulated. Analyze and assist staff in drafting persuasive language in support of advocacy efforts.
- G. Monitor the legislative and regulatory process regarding specific issues within the City’s identified priorities, as well as, identifying other issues that may affect City departments.
- H. Develop and evaluate strategies for the support, opposition, or amending of pending legislation and regulations.
- I. Provide assistance in securing state support for local and regional legislation and projects and develop strategies to gain concurrence by the Governor and his administration.

#### **II. As part of the services, Consultant will prepare and deliver the following tangible work products to the City:**

- A. Weekly legislative report

#### **III. All work product is subject to review and acceptance by the City and must be revised by the Consultant without additional charge to the City until found satisfactory and accepted by City.**

#### **IV. Consultant will utilize the following personnel to accomplish the services:**

- A. Jason A. Gonsalves (916) 441-0597 [gonsalves@gonsalvi.com](mailto:gonsalves@gonsalvi.com)

**EXHIBIT “B”**  
**SPECIAL REQUIREMENTS**

N/A

## **EXHIBIT “C”**

### **SCHEDULE OF COMPENSATION**

**I. Consultant shall perform the following Services at the following rates:**

**Based on the Tasks A through I as described in Exhibit “A”, Consultant shall perform the Services for a fixed rate of Two Thousand Nine Hundred Sixty-Eight Dollars and Seventy-Five Cents (\$2,968.75) per month, irrespective of the number of hours that Consultant actually spends providing said services.**

**II. Within the budgeted amounts for each Task, and with the approval of the Contract Officer, funds may be shifted from one Task sub-budget to another so long as the Contract Sum is not exceeded per Section 2.1, unless Additional Services are approved per Section 2.3.**

**III. The total compensation for the Services shall not exceed Thirty-Five Thousand Six Hundred Twenty-Five Dollars and No Cent (\$35,625.00), as provided in Section 2.1 of this Agreement.**

**EXHIBIT “D”**

**SCHEDULE OF PERFORMANCE**

- I.I. Unless earlier terminated in accordance with Article 7 of this Agreement, this Agreement shall continue in full force for a term of one (1) year.**
- III. The Contract Officer may approve extensions for performance of the Services in accordance with Section 3.2.**

Item #9.E.

*City of*  
**IRWINDALE**  
**AGENDA REPORT**

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Date: July 8, 2026  
To: Honorable Mayor and Members of the City Council  
From: Julian A. Miranda, City Manager  
Issue: Approve a Fee Waiver for Options for Youth

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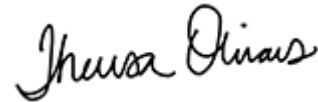
**City Manager's Recommendation:**

**Adopt Resolution No. 2026-62-3872** entitled, "A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF IRWINDALE, CALIFORNIA, APPROVING A FEE WAIVER FOR OPTIONS FOR YOUTH, A NONPROFIT ORGANIZATION, WAIVING CITY FACILITY RENTAL FEES OF \$1,840.00 FOR MEETING BEGINNING AUGUST 2026 THROUGH AND INCLUDING OCTOBER 2026, AND FINDING THAT A PUBLIC PURPOSE WOULD BE SERVED BY THE DONATION OF COMMUNITY CENTER USE BY OPTIONS FOR YOUTH TO CONDUCT MEETINGS".

**Administrative Action:**

**Submitted / Prepared by:**

Theresa Olivares, Assistant City Manager



**Reviewed by:**

Adrian R. Guerra, City Attorney

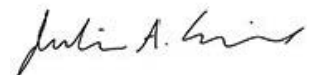


Kambiz Borhani, Finance Director / City Treasurer



**Approved by:**

Julian A. Miranda, City Manager



**Background and Analysis:**

On January 11, 2025, Rebecca Orozco, on behalf of Options for Youth, submitted a request to waive

the rental fees for using the Irwindale Community Center on August 14, August 28, September 25, and October 9, 2026.

The City of Irwindale's Fee Adjustment Policy provides that Community Center facility use fees may be waived or reduced for applicants meeting the following criteria:

1. Recognized by the IRS as a non-profit or charitable organization, organized primarily for veteran, patriotic, welfare, civic betterment, or charitable purposes, which has its principal meeting place within the City and has been organized and established in the City for a minimum continuous period of one year preceding the fee waiver application;
2. Where it can be shown, through documentary proof, a financial hardship exists; or
3. The fee waiver would serve a public purpose by demonstrating that using the City facility will benefit the community.

Options for Youth is a 501(c)(3) non-profit organization established within the City of Irwindale for over a year. It has an office within the City. Options for Youth serves students who have fallen behind in school, are looking to get ahead and graduate early, or for students who desire a non-traditional learning environment. Options for Youth desires to use the Irwindale Community Center on August 14, August 28, September 25, and October 9, 2026 for meetings held from 7 am - 4 pm, including 1 hour setup and 1 hour for clean up.

The applicant's request to waive facility rental fees meets the criteria for consideration of a fee waiver according to the City of Irwindale's Fee Adjustment Policy by recognizing that the 501(c)(3) non-profit organization Options for Youth has limited financial resources and the costs for labor, materials, and programs continue to rise further adding the financial strain. The facility waiver will provide a meeting space that is large enough to accommodate the anticipated attendance and provide relief to the organization.

**Fiscal Impact:**

The approval of this item will result in a loss of \$1,840.00 in Fiscal Year 2026-2027 General Fund.

**Attachments:**

|    |                                      |
|----|--------------------------------------|
| 1. | Resolution No. 2026-62-3872          |
| 2. | Options for Youth Fee Waiver Request |

## **RESOLUTION 2026-62-3872**

### **A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF IRWINDALE, CALIFORNIA, APPROVING A FEE WAIVER FOR OPTIONS FOR YOUTH, A NONPROFIT ORGANIZATION, WAIVING CITY FACILITY RENTAL FEES OF \$1,840.00 FOR MEETING BEGINNING AUGUST 2026 THROUGH AND INCLUDING OCTOBER 2026, AND FINDING THAT A PUBLIC PURPOSE WOULD BE SERVED BY THE DONATION OF COMMUNITY CENTER USE BY OPTIONS FOR YOUTH TO CONDUCT MEETINGS**

**WHEREAS**, Options for Youth (OFY) has submitted a fee waiver request for use of the Irwindale Community Center to conduct meetings on for on August 14, August 28, September 25, and October 9, 2026; and

**WHEREAS**, OFY is a free non-profit public charter school located in Irwindale that serves students who have fallen behind in school, are looking to get ahead and graduate early, or for students who desire a non-traditional learning environment;

**WHEREAS**, the City Council of the City of Irwindale finds that OFY serves an important public purpose insofar as it expands educational opportunities for students by providing a variety of learning styles including independent study, small group classes, online courses, night classes, and single-subject tutoring.

**NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF IRWINDALE DOES HEREBY RESOLVE, DETERMINE, AND ORDER AS FOLLOWS:**

**SECTION 1.** The City Council hereby finds the Recitals above true and correct and incorporates them herein by this reference.

**SECTION 2.** The City Council hereby finds that the fee waiver for the Community Center valued at \$1,840.00 serves a valid public purpose of providing a benefit to the community by expanding educational opportunities for students.

**SECTION 3.** The City Council further finds a financial hardship exists because, as a non-profit entity, OFY has limited financial resources and the costs for labor, materials, and programs continue to rise further adding to financial strain.

**SECTION 4.** If any section, subsection, sentence, clause, phrase, or portion of this Resolution, or the application thereof to any person or circumstances, is, for any reason, held invalid or unconstitutional by any court of competent jurisdiction, such invalidity or unconstitutionality shall not affect the application of any other section, subsection, sentence, clause, phrase, or portion of this Resolution, and to this end the invalid or unconstitutional section, subsection, sentence, clause, phrase of this Resolution are declared to be severable. The City Council hereby declares that it would have adopted this Resolution and each section, subsection, sentence, clause, phrase, part or portion thereof, irrespective of the fact that any one or more sections, subsections, sentences, clauses, phrases, parts or portions thereof be declared invalid or unconstitutional.

**SECTION 5.** This Resolution shall take effect immediately and the Chief Deputy City Clerk shall attest to the adoption of this Resolution.

**PASSED, APPROVED, and ADOPTED** this 8<sup>th</sup> day of July 2026.

\_\_\_\_\_  
H. Manuel Ortiz, Mayor

ATTEST:

\_\_\_\_\_  
Laura M. Nieto, MMC  
Chief Deputy City Clerk

STATE OF CALIFORNIA            }  
COUNTY OF LOS ANGELES       } ss.  
CITY OF IRWINDALE             }

I, Laura M. Nieto, Chief Deputy City Clerk of the City of Irwindale, do hereby certify that the foregoing Resolution No. 2026-362-3872 was adopted at a regular meeting of the Irwindale City Council held on the 8<sup>th</sup> day of July 2026, by the following vote of the Council:

- AYES:           Councilmembers:
- NOES:           Councilmembers:
- ABSENT:        Councilmembers:
- ABSTAIN:       Councilmembers:

\_\_\_\_\_  
Laura M. Nieto, MMC  
Chief Deputy City Clerk

## **RESOLUTION 2026-62-3872**

### **A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF IRWINDALE, CALIFORNIA, APPROVING A FEE WAIVER FOR OPTIONS FOR YOUTH, A NONPROFIT ORGANIZATION, WAIVING CITY FACILITY RENTAL FEES OF \$1,840.00 FOR MEETING BEGINNING AUGUST 2026 THROUGH AND INCLUDING OCTOBER 2026, AND FINDING THAT A PUBLIC PURPOSE WOULD BE SERVED BY THE DONATION OF COMMUNITY CENTER USE BY OPTIONS FOR YOUTH TO CONDUCT MEETINGS**

**WHEREAS**, Options for Youth (OFY) has submitted a fee waiver request for use of the Irwindale Community Center to conduct meetings on for on August 14, August 28, September 25, and October 9, 2026; and

**WHEREAS**, Options for Youth is a 501(c)(3) non-profit public charter school located in Irwindale that serves students who have fallen behind in school, are looking to get ahead and graduate early, or for students who desire a non-traditional learning environment;

**WHEREAS**, the City Council of the City of Irwindale finds that OFY serves an important public purpose insofar as it expands educational opportunities for students by providing a variety of learning styles including independent study, small group classes, online courses, night classes, and single-subject tutoring.

**NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF IRWINDALE DOES HEREBY RESOLVE, DETERMINE, AND ORDER AS FOLLOWS:**

**SECTION 1.** The City Council hereby finds the Recitals above true and correct and incorporates them herein by this reference.

**SECTION 2.** The City Council hereby finds that the fee waiver to Options for Youth, a 501(c)(3) non-profit public charter school, for the Community Center valued at \$1,840.00 serves a valid public purpose of providing a benefit to the community by expanding educational opportunities for students.

**SECTION 3.** If any section, subsection, sentence, clause, phrase, or portion of this Resolution, or the application thereof to any person or circumstances, is, for any reason, held invalid or unconstitutional by any court of competent jurisdiction, such invalidity or unconstitutionality shall not affect the application of any other section, subsection, sentence, clause, phrase, or portion of this Resolution, and to this end the invalid or unconstitutional section, subsection, sentence, clause, phrase of this Resolution are declared to be severable. The City Council hereby declares that it would have adopted this Resolution and each section, subsection, sentence, clause, phrase, part or portion thereof, irrespective of the fact that any one or more sections, subsections, sentences, clauses, phrases, parts or portions thereof be declared invalid or unconstitutional.

**SECTION 4.** This Resolution shall take effect immediately and the Chief Deputy City Clerk shall attest to the adoption of this Resolution.

**PASSED, APPROVED, and ADOPTED** this 8<sup>th</sup> day of July 2026.

\_\_\_\_\_  
H. Manuel Ortiz, Mayor

ATTEST:

\_\_\_\_\_  
Laura M. Nieto, MMC  
Chief Deputy City Clerk

STATE OF CALIFORNIA            }  
COUNTY OF LOS ANGELES       } ss.  
CITY OF IRWINDALE             }

I, Laura M. Nieto, Chief Deputy City Clerk of the City of Irwindale, do hereby certify that the foregoing Resolution No. 2026-362-3872 was adopted at a regular meeting of the Irwindale City Council held on the 8<sup>th</sup> day of July 2026, by the following vote of the Council:

- AYES:           Councilmembers:  
  
NOES:           Councilmembers:  
  
ABSENT:        Councilmembers:  
  
ABSTAIN:       Councilmembers:

\_\_\_\_\_  
Laura M. Nieto, MMC  
Chief Deputy City Clerk

*City of*  
**IRWINDALE**  
**AGENDA REPORT**

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Date: July 8, 2026

To: Honorable Mayor and Members of the City Council

From: Julian A. Miranda, City Manager

Issue: November 3, 2026 General Municipal Election – Adoption of Resolution

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**City Manager's Recommendation:**

**Adopt Resolution No. 2026-58-3868** entitled, "A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF IRWINDALE, CALIFORNIA, (1) CALLING FOR AND GIVING NOTICE OF A GENERAL MUNICIPAL ELECTION TO BE HELD ON TUESDAY, NOVEMBER 3, 2026, FOR THE ELECTION OF CERTAIN OFFICERS AS REQUIRED BY THE PROVISIONS OF THE CHARTER; (2) REQUESTING CONSOLIDATION OF SUCH ELECTION WITH THE COUNTY OF LOS ANGELES WITH ANY AND ALL ELECTIONS HELD ON SUCH DATE; (3) REQUESTING THE COUNTY OF LOS ANGELES TO PROVIDE SPECIFIC ELECTION ADMINISTRATION SERVICES FOR SUCH ELECTION; (4) ADOPTING REGULATIONS FOR CANDIDATES FOR ELECTIVE OFFICE FOR SUCH ELECTION REGARDING CANDIDATE STATEMENTS; AND (5) PROVIDING FOR THE DETERMINATION OF TIE VOTES BY LOT UNLESS THE CITY COUNCIL ADOPTS THE PROVISIONS OF ELECTIONS CODE SECTION 15651 (b) PRIOR TO THE CONDUCT OF THE ELECTION RESULTING IN THE TIE VOTE" reading by title only and waiving further reading thereof.

**Administrative Action:**

**Submitted by:**

Theresa Olivares, Assistant City Manager



**Prepared by:**

Laura Nieto, Chief Deputy City Clerk



**Reviewed by:**

Adrian R. Guerra, City Attorney



Kambiz Borhani, Finance Director / City Treasurer

**Approved by:**



Julian A. Miranda, City Manager



### **Background and Analysis:**

On March 8, 2017, the City Council adopted Ordinance No. 711, thereby changing the City's General Municipal Election date from November of odd-numbered years as a stand-alone (City-conducted) election to November of even-numbered years as a consolidated (County-conducted) election. As a routine matter, prior to all General Municipal Elections, certain actions must be taken to begin the process for a city to conduct an election.

The City Council has previously adopted multiple resolutions related to the conduct of the General Municipal Election. In an effort to streamline the amount of paperwork to be transmitted to the County, Resolution No. 2026-58-3868 requests the following actions:

1. Calling for and giving notice of a General Municipal Election to be held on Tuesday, November 3, 2026;
2. Requests consolidation of such election with the County of Los Angeles with any and all elections held on such date, as well as City reimbursement to the County for costs incurred by reason of this consolidation;
3. Requests the County of Los Angeles to provide specific election administration services for such an election, including canvassing the returns;
4. Adopts regulations for candidates for elective office for such an election regarding candidate statements;
5. Provides for the determination of tie votes by lot unless the City Council adopts provisions of Elections Code Section 15651(b) prior to the conduct of the election resulting in a tie vote.

For the November 3, 2026, General Election, a provision which would authorize the preparation of candidate statements for nonpartisan elective office for the purpose of electronic distribution.

Statements prepared pursuant to this provision shall be posted on the website of the County Elections Official and candidates shall provide payment of the requisite fee. Candidates will continue to have the option to have a candidate statement printed on the sample ballot and pay in advance their estimated pro rata share of the actual costs.

### **Fiscal Impact:**

Funds have been included in the FY 2026-27 budget for the costs associated with the November 3, 2026 election.

**Attachments:**

|    |                                      |
|----|--------------------------------------|
| 1. | Proposed Resolution No. 2026-58-3868 |
|----|--------------------------------------|

**RESOLUTION NO. 2026-58-3868**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF IRWINDALE, CALIFORNIA, (1) CALLING FOR AND GIVING NOTICE OF A GENERAL MUNICIPAL ELECTION TO BE HELD ON TUESDAY, NOVEMBER 3, 2026, FOR THE ELECTION OF CERTAIN OFFICERS AS REQUIRED BY THE PROVISIONS OF THE CHARTER; (2) REQUESTING CONSOLIDATION OF SUCH ELECTION WITH THE COUNTY OF LOS ANGELES WITH ANY AND ALL ELECTIONS HELD ON SUCH DATE; (3) REQUESTING THE COUNTY OF LOS ANGELES TO PROVIDE SPECIFIC ELECTION ADMINISTRATION SERVICES FOR SUCH ELECTION; (4) ADOPTING REGULATIONS FOR CANDIDATES FOR ELECTIVE OFFICE FOR SUCH ELECTION REGARDING CANDIDATE STATEMENTS; AND (5) PROVIDING FOR THE DETERMINATION OF TIE VOTES BY LOT UNLESS THE CITY COUNCIL ADOPTS THE PROVISIONS OF ELECTIONS CODE SECTION 15651 (b) PRIOR TO THE CONDUCT OF THE ELECTION RESULTING IN THE TIE VOTE**

**WHEREAS**, under the provisions of the Irwindale City Charter, a General Municipal Election shall be held on November 3, 2026, for the election of Municipal Officers; and

**WHEREAS**, it is desirable that the City's November 3, 2026 General Municipal Election be consolidated with any and all elections to be administered by Los Angeles County (the "County") on the same date and that the City have the same precincts, polling stations, and election officers within the City for such election; and

**WHEREAS**, the City Council wishes for the Office of the Registrar-Recorder/County Clerk for the County (the "Registrar") to canvass the returns of the City's November 3, 2026 General Municipal Election; and

**WHEREAS**, the City seeks the provision of election services from the Registrar relating to the conduct of the City's November 3, 2026 General Municipal Election; and

**WHEREAS**, the City Council approves the printing of the General Municipal Election information for the election to be held on Tuesday, November 3, 2026, in the languages requiring translation pursuant to the Voting Rights Act of 1965 and other legal provisions; and

**WHEREAS**, Elections Code Section 13307 provides that the City may adopt regulations pertaining to the recovery of certain costs associated with the printing, handling, translation, and mailing of candidate statements as filed with the elections officer; and

**WHEREAS**, the City shall compensate the County for all necessary expenses incurred by the Registrar in performing election services for the City; and

**WHEREAS**, tie votes shall be determined by lot unless the City Council adopts provisions of Elections Code Section 15651(b) prior to the conduct of the election resulting in a tie vote.

**NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF IRWINDALE, CALIFORNIA, DOES HEREBY RESOLVE, DECLARE, DETERMINE AND ORDER AS FOLLOWS:**

**SECTION 1.** That pursuant to the requirements of the Irwindale City Charter, there is called and ordered to be held in the City of Irwindale California, on Tuesday, November 3, 2026, a General Municipal Election for the purpose of electing two (2) Members of the City Council for the full term of four years.

**SECTION 2.** That pursuant to the requirements of Elections Code section 10403, it is respectfully requested that the Board of Supervisors of the County consent and agree to the consolidation of the City's General Municipal Election on Tuesday, November 3, 2026, with the County-administered election of the same date.

**SECTION 3.** That in connection with the Registrar's administration of the City's November 3, 2026 General Municipal Election, the City further requests that the Registrar be authorized and directed to: (a) review and verify Vote By Mail voter applications and signatures; (b) conduct registered voter verifications (including signature verifications) associated with the processing of any proposed General Municipal Election ballot measure; (c) provide the City of Irwindale with the appropriate election precinct data, to the extent required; (d) make available to the City of Irwindale such election facilities, ballot casting equipment and assistance as may be necessary to conduct the election in compliance with state law and the Board of Supervisor's approval; (e) canvass the election returns; (f) print and supply ballots for the election; (g) mail the City of Irwindale's sample ballots, including ballot measure question, arguments, rebuttals and impartial analysis; and (h) administer the City of Irwindale's General Municipal Election in all respects as if it were part and parcel of any other County administered election, implementing all such legally required or customarily employed measures and practices as may be necessary to conduct the election in a timely and legally compliant manner.

**SECTION 4.** That the City of Irwindale shall reimburse the County for any costs associated with the administration of the City's November 3, 2026 General Municipal Election.

**SECTION 5.** That the City hereby consents to have its General Municipal Election on Tuesday, November 3, 2026, consolidated with any and all elections conducted on such date within the County.

**SECTION 6.** That the ballots to be used at the election shall be in form and content as required by law or as directed by the Registrar to facilitate the consolidation of the

City's November 3, 2026 General Municipal Election with the County-administered election of the same date.

**SECTION 7.** That the Chief Deputy City Clerk is authorized, instructed and directed to procure and furnish any and all official ballots, notices, printed matter, and all supplies, equipment and paraphernalia that may be necessary in order to properly and lawfully conduct the election.

**SECTION 8.** That vote centers for the election shall be open as required during the identified voting period pursuant to Elections Code sections 4007 and 14401.

**SECTION 9.** That the City Council authorizes the Chief Deputy City Clerk to administer said election and all reasonable and actual election expenses shall be paid by the City upon presentation of a properly submitted bill.

**SECTION 10.** That pursuant to Section 13307 of the Elections Code, each candidate for elective office to be voted for at the City's November 3, 2026 General Municipal Election may prepare a candidate statement on a form acceptable to the County Clerk and made available through the Chief Deputy City Clerk.

**SECTION 11.** That pursuant to Section 13307 (a)(1) of the Elections Code, candidate statements may include the following:

(A) The name, age and occupation of the candidate; and

(B) A brief description of no more than 200 words of the candidate's education and qualifications as expressed by the candidate himself or herself.

**SECTION 12.** That pursuant to Elections Code Section 13307 (a)(1), candidate statements shall not include the following:

(A) The party affiliation of the candidate; or

(B) References to membership or activity in partisan political organizations.

**SECTION 13.** That all prospective candidates should be aware of the holding in *Dean v. Superior Court (1998) 62 Cal.App.4th 638*, which holds that a statement prepared by a candidate for inclusion in the voters' pamphlet may not include comments or statements concerning the qualifications (or alleged lack of qualifications) of one's opponents. Candidates, in an abundance of caution, should avoid making any reference to opponents in their candidate statements. Candidates should seek the advice of private legal counsel if unsure as to whether their candidate statement does or does not comply with applicable law before filing.

**SECTION 14.** That the candidate statement shall be filed in typewritten form at the Office of the Chief Deputy City Clerk at the time the candidate's nomination papers are filed. The candidate statement may be withdrawn, but not changed, during the period

for filing nomination papers and until 5:00 p.m. on the next working day after the close of the nomination period.

**SECTION 15.** Pursuant to Section 13307(c) of the California Elections Code, the governing body of the City of Irwindale authorizes the preparation of candidate statements for nonpartisan elective office for the purpose of electronic distribution. Candidates will prepare statements for electronic distribution pursuant to Section 13307(a) of the Elections Code. A statement prepared pursuant to this subdivision shall be posted on the internet website of the County Elections Official. Pursuant to Section 13307.7(a) of the Elections Code, candidates shall provide payment of the requisite fee to cover the duties and procedures set forth in Sections 13307(b) and (d) of the Elections Code.

**SECTION 16.** That subject to any logistical constraints imposed by the Registrar by virtue of consolidation, the Chief Deputy City Clerk shall have translated (from English to other languages as authorized under the Voting Rights Act of 1965 and other legal provisions) and printed in the sample ballot only the candidate statement of those candidates who have properly requested it.

**SECTION 17.** That no candidate for any elected office of the City shall be permitted to include additional materials in the voters' pamphlet and sample ballot package.

**SECTION 18.** That each candidate for any of the offices to be elected at the General Municipal Election to be conducted on November 3, 2026, who files a candidate statement, shall, as a condition of having his or her statement included in the sample ballot, concurrently deposit with the Chief Deputy City Clerk an amount, as reasonably estimated by the City Clerk, to pay in advance his or her estimated *pro rata* share of the actual costs of printing and handling such candidate statements incurred by the City of Irwindale and/or the County Clerk as a result of providing such service at the time of filing such statement with the Chief Deputy City Clerk. In the event that the amount paid as a deposit by a candidate includes overpayment of actual costs incurred by the City of Irwindale and/or the County Clerk, the Chief Deputy City Clerk shall prorate the excess amount among the candidates and refund the excess amount paid within thirty (30) days following the date of the election.

**SECTION 19.** That the Chief Deputy City Clerk shall provide each candidate or candidate's representative a copy of this Resolution at the time nominating petitions are issued.

**SECTION 20.** That the City Council has determined that the action to be taken in the event of a tie vote is as follows: by lot pursuant to Elections Code Section 15651(a), unless the City Council adopts provisions of Elections Code 15651(b) prior to the conduct of the election resulting in the tie vote.

**SECTION 21.** That in all particulars not recited in this resolution, the election shall be held and conducted as provided by law for holding municipal elections.

**SECTION 22.** That notice of the time and place of holding the election is given and the City Clerk is authorized, instructed and directed to give further or additional notice of the election, in time, form and manner as required by law.

**SECTION 23.** That the Chief Deputy City Clerk shall certify to the passage and adoption of this Resolution and enter it into the book of original Resolutions.

**SECTION 24.** That the Chief Deputy City Clerk is hereby directed to deliver a certified copy of this resolution to the Board of Supervisors of the County of Los Angeles and to transmit an electronic copy to the Board of Supervisors and the Registrar-Recorder/County Clerk.

**PASSED, APPROVED, AND ADOPTED** this 8<sup>th</sup> day of July 2026.

\_\_\_\_\_  
H. Manuel Ortiz, Mayor

ATTEST:

\_\_\_\_\_  
Laura M. Nieto, MMC  
Chief Deputy City Clerk

STATE OF CALIFORNIA            }  
COUNTY OF LOS ANGELES    } ss.  
CITY OF IRWINDALE            }

I, Laura M. Nieto, Chief Deputy City Clerk of the City of Irwindale, do hereby certify that the foregoing Resolution No. 2026-58-3868 was duly adopted by the City Council of the City of Irwindale at a special meeting thereof held on the 8<sup>th</sup> day of July 2026, by the following vote:

AYES:       Councilmembers:

NOES:       Councilmembers:

ABSTAIN:   Councilmembers:

ABSENT:    Councilmembers:

\_\_\_\_\_  
Laura M. Nieto, MMC  
Chief Deputy City Clerk

Item #11.A.

*City of*  
**IRWINDALE**  
**AGENDA REPORT**

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Date: July 8, 2026  
To: Honorable Mayor and Members of the City Council  
From: Julian A. Miranda, City Manager  
Issue: Irwindale Public Library - Founding Mothers Mural

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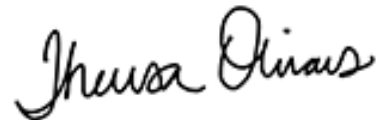
**City Manager's Recommendation:**

That the Irwindale City Council approve the Founding Mothers Mural.

**Administrative Action:**

**Submitted by:**

Theresa Olivares, Assistant City Manager

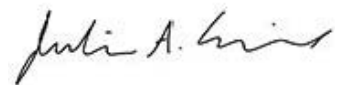


Shayna Balli, City Librarian



**Approved by:**

Julian A. Miranda, City Manager



**Background and Analysis:**

On January 28, 2026, the Irwindale City Council adopted Resolution No. 2026-06-3717 approving an agreement with Decorative Elements for the design and installation of four (4) murals at the new Irwindale Public Library. In collaboration with Staff, Decorative Elements commissioned artists to develop the Founding Mothers, Reference Desk, Children's Area, and Learning Center murals.

To guide the development of the Founding Mothers Mural Project, an Ad Hoc Committee was established to provide input throughout the design process. Community workshops were held on April 17, May 19, June 8, and June 23, 2026, to determine the mural's vision, theme, and artistic direction. Participants were encouraged to share stories, perspectives, photos, and ideas that would honor the women whose contributions helped shape and strengthen the Irwindale community. The

commissioned artists attended each workshop to ensure the artwork reflected the community's collective vision.

The proposed artwork was developed by two artists with extensive experience in public art and community-based projects. José Antonio Aguirre is a bi-national artist who holds a Master of Fine Arts from the California Institute of the Arts and is recognized for creating public artwork that celebrates cultural heritage, community identity, and public engagement. Kristy Sandoval is a Los Angeles-based mural artist with formal training from the Academy of Art University whose work focuses on community storytelling, social practice, and themes of social justice and women's empowerment.

The resulting conceptual mixed-media mural is intended to symbolically honor the women of Irwindale whose leadership, service, and contributions helped shape the community's history and identity. The presented mural was approved by the Ad Hoc Committee at the June 23<sup>rd</sup> meeting with modification to elongate the peppertree leaves, adjust rocks to reflect better flow with tree roots, and update four women to create more mature looking silhouettes with removal of flip hairstyle.

As indicated by staff at the May 27 meeting, the Founding Mothers mural is being presented to the City Council for final approval prior to installation. Upon Council's approval, the artist will begin the installation process.

**Fiscal Impact:**

There is no fiscal impact related to this report.

**Attachments:**

|    |                        |
|----|------------------------|
| 1. | Founding Mothers Mural |
|----|------------------------|



**IRWINDALE CITY COUNCIL CHAMBERS  
5050 N. IRWINDALE AVENUE  
IRWINDALE, CALIFORNIA 91706**

**MAY 13, 2026  
WEDNESDAY  
10:00 A.M.**

The Irwindale **CITY COUNCIL** met in a special meeting at the above time and place.

**ROLL CALL:**

Present: Councilmembers Mark A. Breceda, Larry G. Burrola, Manuel R. Garcia, Mayor Pro Tem Albert F. Ambriz; Mayor H. Manuel Ortiz

Also Present: Julian A. Miranda, City Manager; Adrian Guerra, City Attorney; Theresa Olivares, Assistant City Manager; Christopher Hofford, Chief of Police; Kambiz Borhani, Director of Finance / City Treasurer; Eddie Chan, Director of Engineering / Building Official; Elizabeth Rodriguez, Public Services Director; Mary Hull, Human Resources Manager, and Laura Nieto, Chief Deputy City Clerk

**AB 2449 DISCLOSURES**

None.

**CHANGES TO THE AGENDA**

None.

**COUNCILMEMBER TRAVEL REPORTS**

None.

**COUNCILMEMBER COMMENTS**

Mayor Pro Tem Ambriz reported on his attendance at a ribbon cutting ceremony held last week for Opportunities for Learning.

Councilmembers Burrola, Breceda, and Garcia reported on their attendance at the recent California Joint Powers Insurance Authority conference held in Chula Vista.

Councilmember Burrola requested to pull Item No. 9G from the Consent Calendar for separate consideration.

**CONSENT CALENDAR**

A motion was made by Councilmember Burrola, seconded by Councilmember Breceda, to approve the Consent Calendar, except for Item No. 9F, which was pulled due to conflicts and the need to draw straws to determine which Councilmembers may participate in discussing the matter, and Item No. 9G, which was removed for separate consideration. The motion was unanimously approved; Mayor Ortiz abstaining on Item No. 9E.

**ITEM NO. 9A**

**MINUTES OF THE MEETING HELD FEBRUARY 25, MARCH 11, AND MARCH 25, 2026**

The minutes of the meetings held February 25, March 11, and March 25, 2026, were approved as presented.

ITEM NO. 9B  
WARRANTS / DEMANDS / PAYROLL

The warrants / demands / payroll were approved.

ITEM NO. 9C  
PLACEWORKS CONTRACT AMENDMENT NO. 1

The City Council approved Contract Amendment No. 1 with PlaceWorks, Inc. for the preparation of an Environmental Impact Report and applicable studies to be prepared in association with land use entitlement applications for property located at 15801 First Street, Irwindale, CA 91706.

ITEM NO. 9D  
CLAIM REJECTION: EPIFANIO RUIZ V. CITY OF IRWINDALE

The City Council rejected the claim of Epifanio Ruiz vs. City of Irwindale and staff was directed to send a letter of rejection.

ITEM NO. 9E  
CLAIM REJECTION: TERESA ORTIZ V. CITY OF IRWINDALE

The City Council rejected the claim of Teresa Ortiz vs. City of Irwindale and staff was directed to send a letter of rejection; Mayor Ortiz abstaining.

**END OF CONSENT CALENDAR**

ITEM NO. 9F  
IRWINDALE BUSINESS CENTER SEWER AND STREETLIGHT MAINTENANCE  
ASSESSMENT DISTRICTS ENGINEER'S REPORT AND NOTICE OF INTENT TO LEVY

Straws were drawn amongst Councilmembers Breceda, Garcia, Burrola, and Mayor Ortiz, due to their conflicts of interest with this item, where it was determined that Councilmembers Breceda and Garcia could participate in this matter. Councilmember Burrola and Mayor Ortiz exited the Council Chambers at 10:18 a.m.

A motion was made by Councilmember Garcia, seconded by Councilmember Breceda, to adopt **Resolution No. 2026-32-3843**, entitled: "A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF IRWINDALE APPROVING AN ENGINEER'S REPORT FOR FISCAL YEAR 2026/2027 FOR MAINTENANCE, OPERATION, AND CAPITAL REPLACEMENT OF THE CITY'S SANITATION AND SEWERAGE SYSTEMS WITHIN THE SEWER MAINTENANCE DISTRICT LOCATED WITHIN THE IRWINDALE BUSINESS CENTER; DECLARING ITS INTENTION TO LEVY AND COLLECT ASSESSMENTS WITHIN THE SEWER MAINTENANCE DISTRICT FOR FISCAL YEAR 2026/2027; AND GIVING NOTICE OF A DAY AND TIME FOR A VIRTUAL PUBLIC HEARING ON THE LEVY OF THE PROPOSED ASSESSMENTS," and **Resolution No. 2026-33-3844**, entitled: "A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF IRWINDALE APPROVING AN ENGINEER'S REPORT FOR FISCAL YEAR 2026/2027 FOR MAINTENANCE OF STREET LIGHTING LOCATED WITHIN THE STREET LIGHTING MAINTENANCE DISTRICT (THE IRWINDALE BUSINESS CENTER); DECLARING ITS INTENTION TO LEVY AND COLLECT ASSESSMENTS WITHIN THE STREET LIGHTING MAINTENANCE DISTRICT FOR THE FISCAL YEAR 2026/2027; AND GIVING NOTICE OF A

DAY AND TIME FOR A VIRTUAL PUBLIC HEARING ON THE LEVY OF THE PROPOSED ASSESSMENTS,” and set the public hearing for June 10, 2026, to consider setting assessments for the two above-mentioned Assessment Districts. The motion was unanimously approved; Councilmember Burrola and Mayor Ortiz absent.

Councilmember Burrola and Mayor Ortiz returned to the Council Chambers at 10:18 a.m.

ITEM NO. 9G

WAIVE FORMAL BIDDING AND AWARD A CONTRACT TO IRELAND SOUND SYSTEMS, INC. FOR A FACILITY-WIDE AUDIO SYSTEM AND PUBLIC ADDRESS (PA) SYSTEM UPGRADE AT THE DAN DIAZ RECREATION CENTER AND IRWINDALE SENIOR CENTER VIA A COOPERATIVE PURCHASING PROCESS

Councilmember Burrola inquired about the warranties on the equipment and installation, to which IT Manager Jeff Wagner advised that most equipment has a one-year manufacturer warranty on defects, and that the installer provides a one-year warranty on the installation. Councilmember Burrola also asked about the quality of the equipment being proposed for purchase, to which Manager Wagner indicated that it is industrial grade and is meant to last a long time. He noted that efforts will be made to repurpose the existing cabling.

Councilmember Garcia asked about the competitive bid process for this project, to which Manager Wagner confirmed that the project was competitively bid and that this contract piggybacks on federal contracts that have already vetted the vendors. The contract includes specialty pricing and makes City processes easier.

Mayor Pro Tem Ambriz thanked Manager Wagner for the report and stated that the proposed equipment is needed, to which Manager Wagner indicated that the Aquatics Center has the equipment installed there already.

Mayor Ortiz asked about the total cost of the project, which Manager Wagner elaborated on and mentioned that the amount is also included in the proposed resolution.

Suzanne Gomez expressed concern over the competitive process held, though she agreed that the equipment is necessary.

**Resolution No. 2026-38-3849**, entitled: “A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF IRWINDALE WAIVING FORMAL BIDDING PROCEDURES PURSUANT TO IRWINDALE MUNICIPAL CODE SECTION 3.44.080(E), AUTHORIZING THE CITY MANAGER TO ENTER INTO AN AGREEMENT WITH IRELAND SOUND SYSTEMS, INC. FOR THE PURCHASE AND INSTALLATION OF FACILITY-WIDE AUDIO SYSTEM AND PUBLIC ADDRESS SYSTEM FOR THE DAN DIAZ RECREATION CENTER AND IRWINDALE SENIOR CENTER,” was adopted, on the motion of Councilmember Burrola, seconded by Mayor Pro Tem Ambriz, and unanimously approved.

**SPONTANEOUS  
COMMUNICATIONS**

Karla Flores spoke in favor of expanding the Inclusive Zumba classes, to which Mayor Pro Tem Ambriz requested that staff look into the request and return with additional information at a future meeting.

Karla Lees provided a written statement in favor of expanding the Inclusive Zumba classes.

Mayor Ortiz also spoke in support of the program and requested that staff look into the request to expand the program.

Suzanne Gomez commended the Council, Parks and Recreation Commission, and Administration for working so well together and for taking a stand against illegal fireworks.

## **NEW BUSINESS**

### **ITEM NO. 11A**

#### **VERBAL UPDATE ON ALPHA STREET**

Councilmember Breceda declared a potential conflict of interest with this item and exited the Council Chambers at 10:30 a.m.

Director Simpson presented the report.

Responding to questions by Councilmember Burrola, Director Simpson advised that the businesses do not need to reapply for new Conditional Use Permits ("CUP's") every year since they run with the land. She noted that if a business leaves the site and a new one arrives, the new business will need to accept and comply with the CUP. If the conditions need to be changed, the Planning Commission will address the matter. Director Simpson also discussed the types of operations that are permitted at the sites under the existing CUPs.

Councilmember Burrola expressed concern over the possibility that electric vehicles are being stored at the sites, to which Senior Code Enforcement Officer Randy Silva advised that each of the auto dismantlers on Alpha Street have vehicles on site that they dismantle and sell off or scrap. He added that the CUPs allow for auto sales and vehicle maintenance, and further advised that the CUPs, which were approved around 2016 and 2017, has a limit of 15 years which would also apply to any new businesses that intend to operate at the site. New owners, however, would need to apply for new occupancy permits. Councilmember Burrola suggested that efforts be made by the property owners to clean up that area. He also requested details about how the businesses along Alpha Street handle electric vehicles, whether their components are being stored or dismantled, and how the batteries are transported, noting concern for the residents that live near the area.

Director Simpson noted that the current agencies that inspect or issue permits do not have any type of recordkeeping measures regarding electric vehicle batteries.

Fire Marshall Stillwagon noted that the Los Angeles County Health Department regulates the battery disposal process. They conduct an annual inspection to ensure records are kept validating battery and hazardous material storage. He expressed his understanding that the vehicles are dismantled but not before the batteries are removed. If batteries cannot be removed, the entire vehicle is sent back to the manufacturer to dispose of, which is part of state law. The shell of the vehicle remains at the site so it could be dismantled and the pieces sold. He further added that fuel from gas vehicles is also removed so that the hazard does not remain at the site, and that records on this are also kept. He stated his belief that the companies operating at the Alpha Street sites are acting on good faith, and that representatives of the Los Angeles County Fire Department will visit these sites in 2026 and will develop a guide to work with the owners to

ensure that they can operate legally and successfully, while ensuring proper regulation, storage, and the size of the piles that are allowed.

Mayor Pro Tem Ambriz stated his eagerness to have the guide developed soon due to the negative experiences between the City and the business operators along Alpha Street and suggested that Community Development and Code Enforcement staff work together to address the issues.

Battalion Chief Jose Gomez advised that he and his staff would collaborate with City staff to develop the best practices guide.

Responding to Councilmember Garcia's comments, Chief Stillwagon advised that complaints about the businesses are handled right away alongside Code Enforcement staff. Once the facts of the situation are determined, the concerns are addressed to ensure that the businesses comply with their requirements. Councilmember Garcia asked how electric vehicle batteries are neutralized for transport, to which Chief Stillwagon indicated that they are not neutralized and that they carry energy within since they become a hazard if the energy drops to a certain point.

Mayor Pro Tem Ambriz stated that a similar discussion regarding battery chemistry was held recently as related to potential battery energy storage sites. As requested by Mayor Pro Tem Ambriz, Chief Stillwagon then discussed emergency response procedures to help protect neighboring residents.

Councilmember Garcia noted that times have changed since the CUP's were issued in 2016 and suggested converting the area into a special district where the time frame for the CUPs could be shortened or even revoked when business owners continuously violate their requirements.

City Attorney Guerra indicated that the suggestion to convert the area to a special district could be explored. Regarding revoking CUP's, staff would have to explore the conditions within and determine whether they have been breached, which would be conducted through a hearing process where the violations would have to be demonstrated with evidence. He added that the CUP's adopted in 2016 were intended to have controls in place, though they may not have been the best long-term approach.

Director Simpson noted that one of CUP's current conditions stipulates that it could be revoked if there are three substantiated violations within a certain period. However, when businesses are cited, they typically comply and satisfy the citations.

City Attorney Guerra stated that CUP's generally can be revoked if it can be demonstrated that they have violated it, though in this case, the CUPs provide the opportunity to cure violations without the City's ability to revoke them.

Councilmember Garcia stated that this should be looked into, even if the Municipal Code needs to be changed.

Mayor Pro Tem Ambriz concurred with Councilmember Garcia and stated that the problem needs to be corrected due to the businesses' locations near a residential district.

City Attorney Guerra stated that staff could explore zoning the area into something new where the current uses could become legal, non-conforming, such that when the current uses cease, the sites would be subject to the new zoning code.

David Noriega spoke on his business' operations as well as those of the other businesses along Alpha Street.

Suzanne Gomez concurred that a special district should be researched.

Mayor Ortiz thanked staff and the representatives of the Fire Department for the information provided.

A motion was made by Councilmember Burrola, seconded by Mayor Pro Tem Ambriz, to receive and file the report. The motion was unanimously approved; Councilmember Breceda absent.

At 11:13 a.m., Councilmember Breceda returned to the Council Chambers.

ITEM NO. 11B

CITY OF IRWINDALE PARKS AND RECREATION COMMISSION REQUEST FOR THE IRWINDALE CITY COUNCIL TO CONSIDER CONDUCTING A HOLIDAY STREET DECORATING CONTEST

Assistant City Manager Olivares presented the staff report.

Mayor Pro Tem Ambriz suggested that staff look into the request and come up with ideas on how to implement the contest.

Councilmember Burrola was delighted that this suggestion would likely help residents grow closer.

Councilmember Breceda congratulated the Commission on the request.

Councilmember Garcia expressed his concern regarding expending city funds and potential liability issues that may result from the implementation of this contest. He suggested simply allowing residents to conduct their own contests.

Mayor Ortiz concurred with Councilmember Garcia.

Responding to an inquiry from Councilmember Burrola, Assistant City Manager Olivares advised that residents would spend their own funds to decorate their own residences. The only proposed City involvement would be to have staff judge decorations and potentially provide awards.

Director Rodriguez added that City would not allow any decorations in the public right of way and would require that decorations be non-hazardous and fire resistant. Additionally, residents would not be permitted to connect anything electrical to the City's infrastructure.

A motion was made by Mayor Pro Tem Ambriz, seconded by Councilmember Breceda, to direct staff to research option 2 as shown in the staff report and come up with ideas for consideration. The motion was approved; all in favor except for Councilmember Garcia, who opposed.

ITEM NO. 11C

CITY OF IRWINDALE PARKS AND RECREATION COMMISSION'S REQUEST TO  
REINSTATE THE IRWINDALE'S HEROES PROGRAM

Assistant City Manager Olivares presented the staff report.

Mayor Pro Tem Ambriz expressed his support for this program and recommended looking further into Option 2 as shown in the report.

Councilmember Burrola suggested potentially looking into creating banners to honor the City's youth.

Councilmember Garcia expressed concern over this program, noting that individuals may place banners on their residences to honor military veterans, but expressed his hesitation in expending city funds on it. He noted that there may be volunteer programs available to assist, similar to other communities. He also reminded that the City has not fallen short of honoring veterans, as evidenced by the beautiful Veterans Memorial that was constructed in front of City Hall. He also questioned how much the banners would cost and who would hang them if they were to fall.

Assistant City Manager Olivares advised that the previous program had Public Works staff hang the banners on poles, though the banners and poles themselves were purchased by the honorees' families.

Suzanne Gomez concurred that the program should be approved to honor veterans and stated that the City could allocate funding from its \$40 million surplus.

Mayor Ortiz thanked the staff for the report and stated that he looks forward to receiving additional information at the June 10 Council meeting.

A motion was made by Mayor Pro Tem Ambriz, seconded by Councilmember Burrola, to direct staff to look into the request and present options to the Council at the June 10 meeting. The motion was approved with all Councilmembers in favor except for Councilmember Garcia, who opposed.

**PUBLIC HEARINGS**

ITEM NO. 12A

REPORT ON JOB VACANCIES AND RECRUITMENT AND RETENTION EFFORTS IN  
CALENDAR YEAR 2025

Benefits Administrator Leon presented the report.

A motion was made by Councilmember Breceda, seconded by Councilmember Burrola, to receive and file the report. The motion was unanimously approved.

**CITY MANAGER'S REPORT**

City Manager Miranda presented the following report:

- 1) Applications are currently being accepted for the currently vacant and soon-to-be vacant

seats on the Irwindale Community Foundation.

- 2) He provided an update on the Library project.
- 3) The Los Angeles County Sanitation District will conduct repairs to the sewer system on Irwindale Avenue and Cypress Street beginning May 19 – May 22 and May 29 – May 31.
- 4) He also provided updates on upcoming Recreation and Senior Center activities.

Mayor Ortiz requested that the Council recognize the cheerleaders for their achievements at the next Council meeting.

### **REQUESTS FOR AGENDA ITEMS BY CITY COUNCIL**

Mayor Ortiz requested a report on the vacancies at Las Casitas apartment as well as the list of potential applicants to be discussed at the next meeting.

### **RECESS TO CLOSED SESSION**

At 12:28 p.m., the City Council met in Closed Session to discuss the following:

#### **ITEM NO. 20A**

##### **LIABILITY CLAIMS**

Pursuant to Government Code Section 54956.95

Claimant: Teresa Quintero

Agency claimed against: City of Irwindale

ACTION: Update provided, direction given to staff; no reportable action

#### **ITEM NO. 20B**

##### **CONFERENCE WITH LEGAL COUNSEL – EXISTING LITIGATION**

Pursuant to Government Code Sections 54954.5(c), 54956.9(d)(1)

Name of Case: Five Points, LP vs. City of Irwindale

Appellate Case Number: B337162

ACTION: Update provided; no direction nor any action taken (Councilmember Breceda recused due to a potential conflict of interest)

#### **ITEM NO. 20C**

##### **CONFERENCE WITH LEGAL COUNSEL – ANTICIPATED LITIGATION**

Initiation of litigation Pursuant to Government Code Section 54956.9 (d)(4)

Number of Cases: One

ACTION: Direction provided, no reportable action taken (Councilmembers Breceda and Garcia not present)

### **RECONVENE IN OPEN SESSION**

At 1:07 p.m., the City Council Authority reconvened in Open Session.

**ADJOURNMENT**

There being no further business to conduct, the meeting was adjourned at 1:08 p.m.

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Laura M. Nieto, MMC  
Chief Deputy City Clerk