



BOARD PACKAGE

February 26, 2025

Regular Board Meeting – 5:00 p.m.

REGULAR BOARD MEETING AGENDA

February 26, 2025 – 5:00 p.m.
Phelan Community Center
4128 Warbler Road, Phelan, CA 92371
& Via Conference Call (see below)

REGULAR BOARD MEETING – 5:00 P.M.

Call to Order – Pledge of Allegiance

Roll Call

1) **Approval of Agenda**

2) **Public Comment** – Under this item, any member of the public wishing to directly address the Board on any item of interest that may or may not be within the subject matter jurisdiction of the Board, but not listed on the agenda, may do so at this time. However, the Board is prohibited by law from taking any action on any item not appearing on the agenda unless the action is otherwise authorized by the Brown Act. Any member of the public wishing to directly address the Board on any item listed on the agenda may do so when the item is being considered by the Board. Speakers are requested to be brief in their remarks. The Chair may limit each speaker to a comment period of five (5) minutes.

a) **General Public**

b) **Community Reports**

- C.E.R.T.
- County Supervisor
- Federal Representatives
- Fire
- Mojave Water Agency
- School District
- Sheriff
- State Representatives

3) **Consent Items**

- a) Approval of Minutes
b) Approval of Board Stipends/Reimbursements
c) Acceptance of January Disbursements

4) **Matters Removed from Consent Items**

5) **Presentations/Appointments**

6) **Continued/New Agenda Items**

- a) Discussion & Possible Adoption of Resolution No. 2025-02; Authorizing Staff to Execute and Take Actions as Approved by the Applicant's Board of Directors Necessary for the Purpose of Obtaining Federal Financial Assistance Provided by the Federal Department of Homeland Security and Administered Through the California Office of Emergency Services for the Fiscal Year 2024 State & Local Cybersecurity Grants for Local & Tribal Governments Program



Mission Statement:

The Mission of the Phelan Piñon Hills Community Services District is to efficiently provide authorized services and maximize resources for the benefit of the community.

Authorized Services:

- Water
- Parks & Recreation
- Street Lighting
- Solid Waste & Recycling

- b) Discussion & Possible Approval to Complete & Submit Forms Required by Federal Department of Homeland Security and the California Office of Emergency Services for the FY 2024 State & Local Cybersecurity Grants for Local & Tribal Governments Program
 - c) Discussion & Possible Action Releasing the Request for Qualification/Proposal for Construction Management Services for the Civic Center Development, Phase 1 Project
 - d) Notice of Resignation of District's General Counsel and Discussion & Possible Action Regarding Appointment of New General Counsel
 - e) Update on District Projects
- 7) **Committee Reports/Comments**
- a) Engineering Committee (Standing)
 - b) Finance Committee (Standing)
 - c) Legislative Committee (Standing)
 - d) Parks, Recreation & Street Lighting Committee (Standing)
 - e) Waste & Recycling Committee (Standing)
- 8) **Staff and General Manager's Report**
- 9) **Reports**
- a) Director's Report
 - b) President's Report
- 10) **Correspondence/Information**
- 11) **Review of Action Items**
- a) Prior Meeting Action Items
 - b) Current Meeting Action Items
- 12) **Set Agenda for Next Meeting**
- Regular Board Meeting – March 12, 2025
- 13) **Adjournment**

Pursuant to Government Code Section 54954.2(a), any request for a disability-related modification or accommodation, including auxiliary aids or services, that is sought in order to participate in the above-agendized public meeting should be directed to the District's General Manager at (760) 868-1212 at least 24 hours prior to said meeting.

Agenda materials can be viewed online at www.pphcsd.org

Remote Viewing:

To watch the livestream (view only – nonparticipating), visit our YouTube channel:

[PPHCSD YouTube Channel Link](#)

Remote Participation:

To provide public comment, or otherwise participate remotely, select the meeting you wish to attend on the District's website and then click the "Join Remote Meeting" option.

<https://www.pphcsd.org/meetings>

Please be advised that remote participation and livestreaming options are provided as a courtesy to the public and technical issues could occur, resulting in delays or the inability to participate remotely or livestream. It is recommended that you attend in person to ensure you are able to participate.

Written Comments:

You may also email your public comment to the District Clerk at awilliams@pphcsd.org by the meeting start time listed on this agenda. Your comment will be added to the record by the District Clerk.

Please check the District website for updates on this meeting. We encourage you to sign up for our email notifications by emailing awilliams@pphcsd.org or by visiting our website and completing the signup form at www.pphcsd.org under the “Agendas and Minutes” tab.

Agenda Item 3a

Approval of Board Minutes

SPECIAL BOARD WORKSHOP MINUTES

February 11, 2025 – 5:00 p.m.
Phelan Community Center
4128 Warbler Road, Phelan, CA 92371
& Remotely Via Zoom or Conference Call

Board Members Present: Rebecca Kujawa, President
Deborah Philips, Vice President
Chuck Hays, Director
Jeanna Mills, Director
Greg Snyder, Director

Board Members Absent: None

Staff Present: Don Bartz, General Manager
George Cardenas, Engineering Manager
Sean Wright, Water Operations Manager
Chris Cummings, Assistant Water Operations Manager
Jennifer Oakes, Executive Management Analyst
Aimee Williams, Asst. District Clerk/Administrative Specialist

District Counsel: Steve Kennedy, General Counsel

REGULAR BOARD MEETING – 5:00 P.M.

Call to Order

President Kujawa called the meeting to order at 5:06 p.m. and the Pledge of Allegiance was conducted.

Roll Call

All Directors were present at roll call.

1) Approval of Agenda

Mr. Bartz requested to change Item 3a to Review of Draft Capital Plan and to bring the item back to the Regular Board meeting tomorrow for Acceptance of the Draft Capital Plan. Vice President Philips moved to approve the agenda with the changes. Director Snyder seconded the motion. Motion carried 5-0.

2) Public Comment – None

3) 2025/2026 Budget Workshop

a) Review of Draft Capital Plan

Staff Recommendation: None

Mr. Bartz introduced this item. No changes were requested.

No action taken; not an action item. Acceptance of the Draft Capital Plan will be added to the Regular Board meeting agenda at tomorrow’s meeting.

4) **Review of Action Items** – None

5) **Adjournment**

With no further business before the Board, the meeting was adjourned at 5:30 p.m.

Agenda materials can be viewed online at www.pphcsd.org

Rebecca Kujawa, President of the Board

Date

Aimee Williams, District Clerk

Date

REGULAR BOARD MEETING MINUTES

February 12, 2025 – 5:00 p.m.
Phelan Community Center
4128 Warbler Road, Phelan, CA 92371
& Remotely Via Zoom or Conference Call

Board Members Present: Rebecca Kujawa, President
Deborah Philips, Vice President
Chuck Hays, Director
Jeanna Mills, Director
Greg Snyder, Director

Board Members Absent: None

Staff Present: Don Bartz, General Manager
George Cardenas, Engineering Manager
Sean Wright, Water Operations Manager
Chris Cummings, Assistant Water Operations Manager
Lori Lowrance, Assistant General Manager/CFO
David Noland, Finance Supervisor/Accountant
Jennifer Oakes, Executive Management Analyst
Aimee Williams, Asst. District Clerk/Administrative Specialist

District Counsel: Steve Kennedy, General Counsel

REGULAR BOARD MEETING – 5:00 P.M.

Call to Order

President Kujawa called the meeting to order at 5:00 p.m. and the Pledge of Allegiance was conducted.

Roll Call

All Directors were present at roll call.

1) Approval of Agenda

Mr. Bartz requested to add Item 6d – Acceptance of Draft Capital Plan that was continued from last night’s Special Board Workshop meeting. Vice President Philips moved to approve the Agenda as amended. Director Mills seconded the motion. Motion carried 5-0.

2) Public Comment

a) **General Public** – None

b) **Community Reports**

- **Sheriff** – Sargent Munsik provided call statistics for the month of January.

- **School District** – Superintendent Holman provided an update on Measure J funding.

3) **Consent Items**

Director Snyder moved to approve the Consent Items. Director Hays seconded the motion. Motion carried 5-0.

4) **Matters Removed from Consent Items**

There were no matters removed.

5) **Presentations/Appointments** – None

6) **Continued/New Agenda Items**

a) **Discussion and Possible Adoption of Reserves Schedule for 2024/2025**

Staff Recommendation: Staff recommends for the Board to approve the 2024/2025 Reserves Schedule in compliance with Resolution No. 2024-05.

Ms. Lowrance introduced this item.

Director Hays moved to approve the 2024/2025 Reserves Schedule. Vice President Philips seconded the motion. Motion carried 5-0.

b) **Discussion & Possible Action Regarding Seeking a Request for Proposal to Drill Well No. 18 and Seeking a Request for Proposal to Drill Wells No. 18 and No. 16 Simultaneously**

Staff Recommendation: For the Board to authorize staff to seek a Request for Proposal (RFP) to drill Wells No. 18 and No. 16 simultaneously as a cost saving measure.

Mr. Wright introduced this item.

Vice President Philips moved to approve the staff recommendation. Director Snyder seconded the motion. Motion carried 5-0.

c) **Update on District Projects**

Staff Recommendation: None

Mr. Cardenas provided an update on this item.

No action taken; not an action item.

d) **Acceptance of Draft Capital Plan**

Staff Recommendation: None

NOTE: This Item was reviewed at the Special Board Workshop meeting held last night and was brought back to this Board meeting for acceptance.

Mr. Bartz introduced this item.

Vice President Philips moved to approve the staff recommendation. Director Snyder seconded the motion. Motion carried 5-0.

7) **Committee Reports/Comments**

- a) **Engineering Committee (Standing)** – Meets next week.
- b) **Finance Committee (Standing)** – Met in January and will meet again in April.
- c) **Legislative Committee (Standing)** – Meets in March.
- d) **Parks, Recreation & Street Lighting Committee (Standing)** – Will not meet in February. Meets in May.
- e) **Waste & Recycling Committee (Standing)** – Meets in March.

8) **Staff and General Manager's Report**

Nothing further to report.

9) **Reports**

a) **Director's Report**

Hays – Nothing to report.

Mills – Nothing to report.

Philips – Attended St. Mary's ribbon cutting ceremony for their trauma unit. There will be a Reach helicopter on-call at the hospital.

Snyder – Nothing to report.

b) **President's Report** – Nothing to report.

10) **Correspondence/Information** – The items in the packet were noted.

11) **Review of Action Items**

- a) **Prior Meeting Action Items** – None
- b) **Current Meeting Action Items** – None

12) **Set Agenda for Next Meeting**

Regular Board Meeting – February 26, 2025

13) **Recess to Closed Session**

The Board recessed to closed session at 5:44 p.m.

Conference with Legal Counsel – Anticipated Litigation

Significant Exposure to Litigation pursuant to Government Code Section 54956.9(d)(2)

Five potential cases

14) **Return to Open Session – Announcement of Reportable Action**

The Board returned to open session at 7:20 p.m. No reportable action was taken.

15) **Adjournment**

With no further business before the Board, the meeting was adjourned at 7:20 p.m.

Agenda materials can be viewed online at www.pphcsd.org

Rebecca Kujawa, President of the Board

Date

Aimee Williams, District Clerk

Date



Phelan Pinon Hills Community Services District

Enterprise Capital Improvement Projects

	Item No.	Location	Description	2024/2025	2025/2026	2026/2027	2027/2028	2028/2029	2029/2030	2030/2031	2031/2032	2032-2033	2033-2043	Notes	
Chromium Mitigation Projects	1	Well 14 SP 1.1	Well Profiling		\$450,000.00										
		Well 12 SP 1.1	Equip with Cr6 Packer	\$150,000.00	\$150,000.00										
		Well 18 SP 1.1 / 1.4	CEQA and Model												
		Well No. 15 - Azalea Road SP 1.1	Construction		\$2,000,000.00										
		Storage Tank - Reservoir 6A (Prop. 1.5 MG to Replace Existing 0.4 MG Tank) SP 1.1	Well, Equip, 12" pipeline 6K LF (\$2.4mil) Design/Construction (\$2 million HUD/\$700,000 District Match) CEQA, Soil Testing, Survey, Land Purchase		\$2,700,000.00										Approps req. for \$2 m - Budgeted in 2025/2026
Sub-Total Cr6:				\$100,000.00	\$5,300,000.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00		
Civic Center	2	Civic Center Project (APN 3066-261-10) (See Government Funds, Civic Center Project for add. Costs)	Construction Management Services		\$500,000.00										
			Construction SP 1.7	\$8,000,000.00	\$8,000,000.00	\$500,000.00									\$6 mil lease/loan funds, \$2 mil EOC grant, \$500k from County grant
Sub-Total Civic Center:				\$100,000.00	\$8,500,000.00	\$500,000.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00		
Master Plan (Reservoirs)	3	Reservoir 7A (1.1 MG) SP 1.4 Reservoir L1 (0.35 MG) SP 1.4	7A-1 (.079 MG) 7A-2 (.079 MG)				\$2,035,000.00								
			Design / Equipping / Studies				\$100,000.00								
			L1 (.483 MG)				\$647,500.00								
Sub-Total Master Plan CIP:				\$0.00	\$0.00	\$252,700.00	\$3,068,700.00	\$314,600.00	\$1,989,200.00	\$0.00	\$0.00	\$0.00	\$6,302,050.00		
Master Plan (Pipelines) 2022-2027	4	Sundown Road (Wilson Ranch/Roosevelt)	P1-1,900 LF : Replace 6" with 8"		\$252,700.00	\$252,700.00									
		Phelan Road (Sheep Creek / Centola)	P3 -9,500 LF : New Install 12"					\$1,989,200.00	\$1,989,200.00						
		Pinon Hills Road (Nielson / Maria)	P13-1,300 LF : New Install 8"												
		Atsina Road (Mono / Solano)	P14-1,400 : New Install 8"			\$186,200.00	\$186,200.00								
		Fremontia Road (Glenview / Oasis)	P15-2,600 LF : Replace 6" with 8"			\$314,600.00	\$314,600.00								
Master Plan (Pipelines) 2032-2042	5	Smoke Tree (Soledad / Highway)	P2-6,500 LF : Replace 6" with 12"									\$1,358,500.00	\$1,358,500.00		
		Buckwheat / Phelan / Cholla / Minero	P4-14,750 LF : Replace 6"-8" with 12"									\$3,082,750.00	\$3,082,750.00		
		Brawley Road (Eaby / Schlitz)	P5-1,400 LF : Replace 6" with 8"									\$224,000.00	\$224,000.00		
		Phelan Road (Baldy Mesa / Shasta)	P6-9,300 LF : Replace 6" with 12"									\$1,636,800.00	\$1,636,800.00		
		Highway 138 / Ponderosa / Pine Tree	P7-8,300 LF : Replace 6" with 12"												
		Buckthorne Road (Highway 138)	P8-1,300 LF : Replace 6"-8" with 12"												
		White Fox Trail (Minero / Pionero)	P9-1,300 LF : Replace 6" with 12"												
		Acanthus Street (Bonaza / Palmdale)	P10-1,300 LF (12"): New Install 12"												
Pinero Road (Phelan Rd.)	P11-350 LF : Replace 8" with 12"														
Mirage Road (Mango / Progress)	P12-2,500 LF : New Install 12"														
Fire Suppression	6	Fire Suppression/Helihydrant	Construction		\$25,000.00										
Land	7	Future Expansion Sites (general)	Purchase	\$100,000.00										Moved to Reservoir 6A	
Wells	8	Well 16 SP 1.1 / 1.4	Additional Water Supply						\$2,800,000.00						
Boosters	9	Booster and Appurtenance Replacements	Electrical Panel Replacement	\$208,915.00	\$450,000.00	\$472,500.00	\$497,000.00	\$521,000.00	\$547,000.00	\$820,500.00	\$861,500.00	\$905,000.00	\$950,000.00		
			Building Replacement												
			Pump/Motor/Pipework Replacement												
Reservoirs	10	Storage Tank - Tank at Well 2 Tank 3 (Prop. .5 MG) SP 1.1	Infrastructure			\$1,000,000.00									
Planning	11	Urban Water Management Plan	Report	\$25,000.00	\$15,000.00			\$50,000.00							
	12	Water Master Plan (update hydraulic model)	Report					\$88,000.00							
Sub-Total CIP (Items 6-12):				\$308,915.00	\$490,000.00	\$1,472,500.00	\$497,000.00	\$659,000.00	\$3,347,000.00	\$820,500.00	\$861,500.00	\$905,000.00	\$950,000.00		
Sub-Total CIP (Items 1-12):				\$308,915.00	\$14,290,000.00	\$2,225,200.00	\$3,565,700.00	\$973,600.00	\$5,336,200.00	\$820,500.00	\$861,500.00	\$905,000.00	\$7,252,050.00		

Phelan Pinon Hills Community Services District

Enterprise Capital Purchases

	No.	Item	Description										Notes	
				2024/2025	2025/2026	2026/2027	2027/2028	2028/2029	2029/2030	2030/2031	2031/2032	2032-2042		2033-2043
Vehicles	14	Operations Vehicles / Equipment	Equipment		\$76,000.00									
			Field Trucks	\$72,500.00	\$76,000.00	\$80,000.00	\$84,000.00	\$88,000.00	\$93,000.00	\$97,000.00	\$102,000.00	\$107,000.00	\$112,500.00	
Software & Hardware	15	Servers	Server				\$40,000.00					\$40,000.00	\$40,000.00	
Sub-Total (Capital Purchases):				\$72,500.00	\$152,000.00	\$80,000.00	\$124,000.00	\$88,000.00	\$93,000.00	\$97,000.00	\$102,000.00	\$147,000.00	\$152,500.00	
Total CIP and Capital Purchases:				\$381,415.00	\$14,442,000.00	\$2,305,200.00	\$3,689,700.00	\$1,061,600.00	\$5,429,200.00	\$917,500.00	\$963,500.00	\$1,052,000.00	\$7,404,550.00	

Phelan Pinon Hills Community Services District

Government Funds Capital Improvement Projects

	No.	Location	Description	2024/2025	2025/2026	2026/2027	2027/2028	2028/2029	2029/2030	2030/2031	2031/2032	2032/2033	2033/2034	2034/2035	Notes	
Phelan Park Enhancement/Expansion	1	Design/Engineering SP 2.1	Phase 3 & 4												Note: \$4 million is a tentative placeholder for grants/grant match should the District be awarded one, remainder to be funded by District - \$8.5 remain. balance of project Note: \$457,194k from AARPA grant	
		Construction SP 2.1 (Expansion)		\$4,000,000.00	\$8,500,000.00	\$4,000,000.00	\$8,500,000.00									
		Construction SP 2.1 (Enhancement) - Grant Funds (ARPA and Per Capita Grant)		\$915,000.00	\$636,491.00											
		Construction SP 2.1 (Enhancement) - District Funds			\$502,018.00											
Civic Center Bldg.	2	Government Portion of Phase I (See Enterprise Funds, Civic Center Project for add. Costs)	Design / Engineering (5%) Site Dev./Improvements (30%) Building Const. (5%) SP 2.3	\$2,800,000.00	\$2,800,000.00											
Com Cent./Gym	3	Community Center / Gymnasium SP 2.1	Design / Engineering Buildout Remaining Buildout								\$4,300,000.00					
Leg.	4		Pol	Moved to Parks Master Plan \$15,000.00												
Rehab.	5	Pinon Hills Community Building (Old Fire Station)	Rehabilitation	\$100,000.00	\$100,000.00											
Plans	6	Solid Waste Rate Study	Report	\$35,000.00	\$35,000.00											
		Parks Master Plan	Plan				\$15,000.00									
Solid Waste & Rec.	7		Potential Capital Projects	\$40,000.00	\$40,000.00	\$45,000.00	\$45,000.00	\$45,000.00	\$45,000.00	\$45,000.00	\$45,000.00	\$45,000.00	\$45,000.00	\$45,000.00		
Sub-Total Projects:				\$40,000.00	\$4,113,509.00	\$4,045,000.00	\$8,560,000.00	\$45,000.00	\$45,000.00	\$45,000.00	\$4,345,000.00	\$45,000.00	\$45,000.00	\$45,000.00		

Government Funds Capital Purchase

	No.	Item	Description	2024/2025	2025/2026	2026/2027	2027/2028	2028/2029	2029/2030	2030/2031	2031/2032	2032/2033	2033/2034	2034/2035	Notes	
Vehicles	8	Vehicles / Equipment	Equipment													
			GM Vehicle (20%)													
			Vehicle (Solid Waste)	\$65,000.00	\$65,000.00											
Parks Capital Projects	9	Community Centers	Phelan Community Center Roof	\$60,000.00												
Sub-Total Purchases:				\$125,000.00	\$141,000.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00		
Total Government Funds CIP & Capital Purchases				\$165,000.00	\$4,254,509.00	\$4,045,000.00	\$8,560,000.00	\$45,000.00	\$45,000.00	\$45,000.00	\$4,345,000.00	\$45,000.00	\$45,000.00	\$45,000.00		

Agenda Item 3b

Approval of Board
Stipends/Reimbursements

Phelan Piñon Hills Community Services District
Board Stipend & Mileage Report - 2024

Name: Chuck Hays
Email Address: chays@pphcsd.org
Current Date: February 11, 2025
Reimbursement Month: January

Meeting No. 1:
Date of Meeting/Event: Wednesday, January 08, 2025
Expense Description/Business Purpose: Board Meeting
Charge Amount: \$120
Mileage (Distance):

Meeting No. 2:
Date of Meeting/Event (2): Thursday, January 09, 2025
Expense Description/Business Purpose (2): Special Legislative Committee Meeting
Charge Amount (2): \$120
Mileage (Distance) (2):

Meeting No. 3:
Date of Meeting/Event (3): Tuesday, January 21, 2025
Expense Description/Business Purpose (3): Finance Committee Meeting
Charge Amount (3): \$120
Mileage (Distance) (3):

Meeting No. 4:
Date of Meeting/Event (4): Wednesday, January 22, 2025
Expense Description/Business Purpose (4): Board Meeting
Charge Amount (4): \$120
Mileage (Distance) (4):

Meeting No. 5:
Date of Meeting/Event (5):
Expense Description/Business Purpose (5):
Charge Amount (5):
Mileage (Distance) (5):

Meeting No. 6:
Date of Meeting/Event (6):
Expense Description/Business Purpose (6):
Charge Amount (6):
Mileage (Distance) (6):

Meeting No. 7:
Date of Meeting/Event (7):
Expense Description/Business Purpose (7):
Charge Amount (7):
Mileage (Distance) (7):

Meeting No. 8:
Date of Meeting/Event (8):
Expense Description/Business Purpose (8):
Charge Amount (8):
Mileage (Distance) (8):

Meeting No. 9:
Date of Meeting/Event (9):
Expense Description/Business Purpose (9):
Charge Amount (9):
Mileage (Distance) (9):

Meeting No. 10:
Date of Meeting/Event (10):
Expense Description/Business Purpose (10):
Charge Amount (10):
Mileage (Distance) (10):

Other Expenses:
 List any meals, lodging, or other expenses you are requesting reimbursement for. Be sure to email or turn in your receipts within 24 hours of charges or return to the District.:

Certification:
 I certify the expenses listed above are related to my authorized travel according to District policies:

Chuck Hays

Reimbursement Summary:	
TOTAL MILEAGE:	0.00
TOTAL REIMBURSED MILEAGE REQUESTED:	\$0.00
TOTAL MEETINGS:	4
TOTAL MEETING REIMBURSEMENT REQUESTED:	\$480.00
OTHER EXPENSES REQUESTED:	\$0.00
Grand Total Reimbursement Requested:	\$480.00

Agenda Item 3c

Acceptance of January
Disbursements



Phelan Pinon Hills Community Services Dis

Cash Disbursements Report

By Payment Number

Payment Dates 1/1/2025 - 1/31/2025

Payment Number	Payment Date Payable Number	Vendor # Description	Vendor Name	Account Number	Project Account Key	Payment Amount Item Amount
712	1/2/2025 123124	DEBPHI Dec. Mileage - ACWA, Board, GM Me	Deborah Jeanne Philips	01-0-1-52219		67.00 67.00
713	1/2/2025 010125	MUN DEN Dental Insurance Premium - Jan.	Municipal Dental Pool	01-0-0-14130		3,184.33 3,184.33
714	1/2/2025 7110523-IN 7111213-IN	REBEL Fuel - 310 Gl., Dsl - 248 Gl. Fuel - 370 Gl.	Rebel Oil Company, Inc.	01-1-8-54410 01-1-8-54410		3,860.68 2,346.52 1,514.16
715	1/17/2025 31991 31993	GENPUM Site 2A - Booster A Rehab 7 Repairs Site 1B - Booster A Rehab & Repairs	General Pump Company, Inc.	01-1-5-54620 01-1-5-54620		30,671.67 16,458.53 14,213.14
716	1/17/2025 010125-2	LINSMI Reimb. - Part G Increase	Linda Smith	25-5-1-51230		51.39 51.39
717	1/17/2025 7111646-IN 7112313-IN	REBEL Fuel - 265 Gl. Fuel - 275 Gl.	Rebel Oil Company, Inc.	01-1-8-54410 01-1-8-54410		2,266.93 1,098.43 1,168.50
718	1/17/2025 010225	SEAWRI Reimb. - Water Treatment (T4) Rene	Sean Wright	01-1-1-54260		105.00 105.00
719	1/31/2025 INV0002	DELAROSA GIS Training with G. Waters	Antonio De La Rosa	01-7-7-53150		490.00 490.00
720	1/31/2025 012725 012725 012725	DEBPHI Jan. Mileage - SW Exp. Jan. Mileage - GM, Board, SW, ASBCS Jan. Mileage - Solid Waste Meeting	Deborah Jeanne Philips	01-0-1-52210 01-0-1-52219 25-5-1-52210		83.30 -7.00 83.30 7.00
721	1/31/2025 121624	ERNARA Reimb. - Water Distribution (D4) Cert	Ernesto Araiza	01-1-1-54260		155.00 155.00
722	1/31/2025 31846 32064	GENPUM Booster A @ Site 2 Rehab, Repairs, Re Booster A @ Site 1B Overhaul & Reha	General Pump Company, Inc.	01-1-5-54620 01-1-5-54620		44,761.27 28,678.13 16,083.14
723	1/31/2025 121124	LANMAR Reimb. - Class A Permit Feee	Lance Marckstadt	01-1-1-54260		98.00 98.00
724	1/31/2025 020125	LINSMI Health Insurance Reimb. - Feb.	Linda Smith	25-5-1-51230		389.10 389.10
725	1/31/2025 093024	MARROB Sept. Mileage - CSDA Conference	Mark Roberts	01-0-1-52215		135.34 135.34
726	1/31/2025 7112869-IN 7113531-IN	REBEL Fuel - 335 Gl. Fuel - 410 Gl.	Rebel Oil Company, Inc.	01-1-8-54410 01-1-8-54410		3,177.88 1,417.18 1,760.70
35430	1/15/2025 39247	AVCOM Answering Svc. - Dec.	AVCOM Services Inc.	01-0-1-53150		70.00 70.00
35431	1/15/2025 35816	BEN AG (1) Fine Mulch Load - 24.26 Tons	Beneficial Ag Services	01-1-9-54800		245.00 245.00

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Payment Number	Payment Date Payable Number	Vendor # Description	Vendor Name	Account Number	Project Account Key	Payment Amount Item Amount
35432	1/15/2025 SINV24-4448	C WELLS 4" Cla-Val for PRV @ 4B Complete Ov	C Wells Pipeline Materials, Inc.	01-1-5-54620		8,602.76 8,602.76
35433	1/15/2025 14-101-225	CIEDB BC14-101 Loan #14-101 Interest	US Bank	01-1-1-91010		51,939.30 51,939.30
35434	1/15/2025 011525 011525 011525 011525	CITY LOAN 21-002 Loan #21-002 Series B Principal Loan #21-002 Series A Principal Loan #21-002 Series B Interest Loan #21-002 Series A Interest	City National Bank	01-1-0-29750 01-1-0-29750 01-1-1-91010 01-1-1-91010		335,730.74 128,340.87 149,239.37 41,141.32 17,009.18
35435	1/15/2025 9085-1054193 9085-1055440	CED Electrical Parts for Zone G, Well #1B, THHN 6 Gauge Wire for Zone G	Consolidated Electrical Distributors Inc	01-1-3-54620 01-1-3-54620		4,420.13 376.49 4,043.64
35436	1/15/2025 109346	SBC PARCELS (5) Parcel Map Revisions	County of San Bernardino	01-1-1-54830		10.00 10.00
35437	1/15/2025 850127-4538 850539-8478 850539-8478	CR&R Trash - Oasis Yard - Jan. Tash - Phelan CSD Jan. Tash - Phelan CC Jan.	CR&R Incorporated	01-0-2-58110 01-0-1-58110 22-0-2-58110		1,215.60 405.29 405.15 405.16
35438	1/15/2025 14582-1 14582-2	DVMG Medical Screening - G. Waters DOT Physical - L. Marckstadt	Desert Valley Medical Group Inc	01-0-1-54290 01-0-1-54290		205.00 145.00 60.00
35439	1/15/2025 123124	DONBAR Mileage Reimb. - Dec.	Don Bartz	01-0-1-54140		702.50 702.50
35440	1/15/2025 101-50729 101-50730	GAOSBO 6" Nuts & Bolt Packs for Flanges 6" Flange Fiber Gasket	G.A. Osborne Pipe & Supply Inc	01-1-5-54620 01-1-5-54620		156.38 92.38 64.00
35441	1/15/2025 IN7103517941	GOTO Office Phones Support - Jan.	GoTo Communications, Inc.	01-0-1-58010		745.11 745.11
35442	1/15/2025 392	GREE SVCS Landscape Maint. - Phelan & P.H. Par	Greenstone Services Inc.	22-2-2-53150		720.00 720.00
35443	1/15/2025 278359 278359 278359 278359 278359 278359 278359	INFOSE Postage - Dec. Printing - Dec. Postage - Dec. Printing - Dec. Postage - Dec. Printing - Dec. Postage - Dec.	Infosend Inc	01-1-6-54860 01-1-6-54890 01-1-9-54860 01-1-9-54890 22-2-1-54860 22-2-1-54890 25-5-1-54860		1,742.01 114.04 430.02 0.05 798.43 0.20 399.22 0.05
35444	1/15/2025 24-0836	LILBURN Civic Center FEMA EOC - NEPA Study	Lilburn Corp.	01-0-0-17000	C0002 OUTSIDE SVCS	5,056.25 5,056.25
35445	1/15/2025 011525	LACOTAX APN:3089-021-270 Well #14 Tax FY 2	Los Angeles County Tax Collector	01-1-1-59110		101.37 101.37
35446	1/15/2025 123124 123124 123124 123124	LOWES Inv #539564807 - Heaters & Supplies Inv #848379950 - Sample Torch Inv #549870458 - Wrenches for Svc. R Inv #423929722 - Repair Parts for Par	Lowe's Credit	01-1-3-54500 01-1-4-54500 01-1-6-54650 22-2-2-54620		616.18 353.02 25.81 72.28 165.07
35447	1/15/2025 6012756	McCro (3) Full Profile Insertion Meters Boost	McCrometer, Inc.	01-1-3-54620		15,980.26 15,980.26

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35448	1/15/2025	ANDTRU	Mills Hardware			339.87
	123124	Inv #316390 - Batteries for Generator		01-1-2-54500		36.60
	123124	Inv #316378 - Bolts for Well 10		01-1-2-54620		16.59
	123124	Inv #316313 - Scada Backups		01-1-2-54620		62.43
	123124	Inv #316325 - 6A Pnuematic Heater &		01-1-2-54620		82.37
	123124	Inv #316421 - Spray Adhesive for Hyd		01-1-5-54620		16.15
	123124	Inv #316344 - Key Blanks		22-2-2-54620		4.93
	123124	Inv #316345 - Key Blanks & Caps		22-2-2-54620		16.96
	123124	Inv #316312 - Plunger & Caddy		22-2-2-54620		23.69
	123124	Inv #316311 - Toilet Brush & Cleaner		22-2-2-54620		33.57
	123124	Inv #316283 - Key Blanks & Rings		22-2-2-54620		38.97
	123124	Inv #316422 - Wallplates, Toilet Clean		22-2-2-54620		7.61
35449	1/15/2025	MWA-OESTE	Mojave Basin Area			4,108.05
	45883	1st. Qtr. Admin/Bio Fees		01-1-3-50010		4,108.05
35450	1/15/2025	MWA-ALTO	Mojave Basin Area Watermaster			24.36
	45884	1st. Qtr. Admin/Bio Fees		01-1-3-50010		24.36
35451	1/15/2025	OFFSOL	Office Solutions			461.36
	I-02282051	Office Supplies-Paper, Clips, Pens, Cal		01-0-1-54530		461.36
35452	1/15/2025	PINON SENIOR	Pinon Hills Senior Citizens			2,300.00
	010925	Pinon Hills Sr. Center Functions		22-0-1-54920		2,300.00
35453	1/15/2025	RAIMAN	Railroad Management Co., LLC			701.97
	518333	12" Water Pipeline License		01-1-1-53160		701.97
35454	1/15/2025	ARMELE	Rodger Ashby			1,625.00
	1203232024	Electrical Repairs - Site 4B & Zone G		01-1-5-54620		1,625.00
35455	1/15/2025	SENIORS OF PHELA	Senior Citizens of Phelan, Inc.			2,300.00
	011525	Senior Citizens Functions Sponsorship		22-0-1-54920		2,300.00
35456	1/15/2025	SUNCOM	Sunset Community Little League			750.00
	011525	2025 Spring Season Sponsorship		01-1-9-54920		250.00
	011525	2025 Spring Season Sponsorship		22-0-1-54920		250.00
	011525	2025 Spring Season Sponsorship		25-5-1-54920		250.00
35457	1/15/2025	SWRCB	SWRCB			27,050.04
	LW-1049714	Water System Annual Fees FY 2024-2		01-1-1-53160		27,050.04
35458	1/15/2025	SWRCB -	SWRCB-DWOCF			70.00
	010825	Water Distribution (D!) Renewal - G.		01-0-1-54260		70.00
35459	1/15/2025	TOP OPT	Top Option Pest Control			173.00
	4377	Pest Control - CSD		01-0-1-53150		75.00
	4378	Pest Control - Oasis		01-1-1-53150		98.00
35460	1/15/2025	TURSEC	Turner Security, Inc			417.55
	238300	Monitoring Svc. - Jan.		01-0-1-53150		46.95
	238300	Monitoring Svc. - Jan.		01-1-1-53150		255.70
	238300	Monitoring Svc. - Jan.		22-2-2-53150		114.90
35461	1/15/2025	TYLTEC	Tyler Technologies, Inc			13,466.25
	025-489986	UB Online Support - Jan.		01-1-6-53170		265.00
	025-491184	Smart Meter Notification 10/1 - 12/3		01-1-6-53170		597.50
	025-491787	UB Inside Transaction Fees 10/1 - 12/		01-1-6-53170		12,603.75
35462	1/15/2025	USA	Underground Service Alert of So. Cal.			207.95
	1220240554	(107) Tickets		01-1-2-53150		207.95
35463	1/15/2025	UNIVAR	UNIVAR INC.			2,160.47
	52672807	Liquid Chlorine - 530 Gl.		01-1-3-54500		2,160.47

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35464	1/15/2025 INV00570910	USABB DPD for Cl1 Testing	HD Supply, Inc.	01-1-2-54500		327.08 327.08
35465	1/15/2025 63953 63954 63955	WALL GROUP Phelan Park Expansion - 65% Design Civic Center - Specs Review Phelan Park Improvements - ARPA	Wallace Group, a California Corporation	22-2-0-17000 01-0-0-17000 22-2-0-17000	C0078 OUTSIDE SVCS C0002 OUTSIDE SVCS C0111 OUTSIDE SVCS	14,922.46 2,482.01 3,990.00 8,450.45
35466	1/15/2025 82965156	WAXIE Urinal Screen, Toilet Paper, Paper Tow	Waxie Enterprises, Inc	22-2-2-54500		293.40 293.40
35467	1/15/2025 0080641787	WESTAIR CO2 Refill for Welding Shield Gas	WestAir Gases & Equipment, Inc.	01-1-2-54500		44.33 44.33
35468	1/15/2025 126158	WIEDRU Annual Consortium Fee	Wienhoff & Associates Inc	01-0-1-54290		510.00 510.00
35472	1/29/2025 117981	APEREN Trk #119 Engine Air Filter	Apex Rentals	01-1-8-54710		188.26 188.26
35473	1/29/2025 18493	ARD GROUP Hydraulic Model & Feasibility Study f	Ardurra Group, Inc.	01-0-0-17000	C0115 OUTSIDE SVCS	7,775.00 7,775.00
35474	1/29/2025 CJ40334-8205	BABLAB UCMR-5 Round 2 -2	Babcock Laboratories, Inc.	01-1-4-53140		4,193.00 4,193.00
35475	1/29/2025 INV00442449 INV00442450 INV00442451	BOOBAR Sfty. Work Boots - S. Trujillo Sfty. Work Boots - S. Wright Sfty. Work Boots - C. Gualco	Boot Barn Inc.	01-1-2-54680 01-1-2-54680 01-1-2-54680		572.45 200.00 195.74 176.71
35476	1/29/2025 SINV25-1067 SINV25-1182 SINV25-1183 SINV25-1184 SINV25-1184 SINV25-1184 SINV25-1184-1	C WELLS 6" Adapter for Traffic Repair Kit 1 CTS Angle Stop (50) 1" ISP Angle Stop Mtrs - Qty. (50) 1 CTS Poly (500ft) 1" CTS x MIP BrassAdapter (15) 1 IPS Poly (500 ft) Non-Inv - (25) 1: Brass Nipples	C Wells Pipeline Materials, Inc.	01-1-5-54620 01-1-0-13010 01-1-0-13010 01-1-0-13010 01-1-0-13010 01-1-0-13010 01-1-2-54620		12,605.40 107.75 4,848.75 4,741.00 964.35 517.20 1,325.33 101.02
35477	1/29/2025 1608380	CA FOREST (1) Crew for Weed Mitigation at 1A &	California Department of Forestry and Fire Protection	01-1-2-53150		227.08 227.08
35478	1/29/2025 OE-0000726 OE-0000831	CPS HR Supervisory Skill Training - H. Childers Supervisory Skills Training - G. Carden	CPS HR Consulting	01-0-1-54260 01-0-1-54260		450.00 225.00 225.00
35479	1/29/2025 29087	GEOMON Routine Samples - Dec.	GEO-Monitor, Inc.	01-1-4-53140		3,650.00 3,650.00
35480	1/29/2025 72968	HESHOS Vactor Hoses, Pressure Wash Repairs	Hesperia Hose Supply Inc	01-1-5-54620		1,116.11 1,116.11
35481	1/29/2025 2025012 2025012 2025012	LIN SVC Janitorial Svcs. - CSD Janitorial Svcs. - Oasis Janitorial Svcs. - CC Windows	Richard J. Linsalato	01-0-1-54320 01-1-1-54320 22-0-1-54320		635.00 380.00 225.00 30.00
35482	1/29/2025 2025-1405	MOUPRO (1) Public Notice - Budget Process & S	Mountaineer Progress Newspaper	01-0-1-54110		278.00 278.00
35483	1/29/2025 PSO-160631-1	SONSRA Backhoe #102 - Front Loader Handle	Sonsray Machinery, llc	01-1-8-54710		833.48 833.48

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35484	1/29/2025 7501747088	SCE MISC ITCC Obligation- Well #17 (7446 Buck	Southern California Edison	01-1-3-58110		28,393.10 28,393.10
35485	1/29/2025 5042	STEDES Civic Center Project - County Fees	Steen Design Studio, Inc	01-0-0-17000	C0002 COUNTY FEES	15,193.37 15,193.37
35486	1/29/2025 RA776001641-01	SVT Generator 116 Coolant System Repair	SVT Fleet LLC	01-1-8-54710		503.43 503.43
35487	1/29/2025 PPH-130-1	TOMDOD Proposed 6A-2 1.5 MG - NEPA	Tom Dodson & Associates	01-0-0-17000	C0109 OUTSIDE SVCS	1,650.00 1,650.00
35488	1/29/2025 101373	TYLBUS W2 Envelopes	Tyler Business Forms	01-0-1-54530		90.22 90.22
35489	1/29/2025 64146	WALL GROUP Landscape Achitecture Services - Revi	Wallace Group, a California Corporation	01-0-0-17000	C0002 OUTSIDE SVCS	4,303.75 4,303.75
DFT0013716	1/6/2025 121924-4585	THEGAS Gas - Phelan CC 11/20 - 12/29	SoCalGas	22-0-2-58110		124.74 124.74
DFT0013717	1/6/2025 121924-4084	THEGAS Gas - Phelan Sr. Ctr. 11/20 - 12/19	SoCalGas	22-0-2-58110		75.47 75.47
DFT0013718	1/6/2025 113024 113024	SCE 8362-7804 Electricity - Solar Mtr. 11/1 - 11/30 Electricity - Solar Mtr. Credits 11/1 - 1	Southern California Edison	01-1-3-58110 01-1-3-58115		604.64 656.60 -51.96
DFT0013719	1/6/2025 122324	SCE 9587-0653 Electricity - Office 11/23 - 12/23	Southern California Edison	01-0-1-58110		1,299.54 1,299.54
DFT0013720	1/6/2025 112224 112224	SCE 9587-0653 Electricity - Office 10-24 - 11/22 Electricity - Solar Credits 10-24 - 11/	Southern California Edison	01-0-1-58110 01-1-3-58115		1,158.79 1,297.00 -138.21
DFT0013722	1/3/2025 INV0005875 INV0005875 INV0005875	CALPERS 457 Cal PERS 457/ Employer Plan: 450 71 Cal PERS 457/ Employer Plan: 450 71 Cal PERS 457/ Employer Plan: 450 71	California Public Employees' Deferred Compensation Plan	01-1-0-24560 22-2-0-24560 25-5-0-24560		535.00 423.97 7.23 103.80
DFT0013723	1/3/2025 INV0005876 INV0005876 INV0005876 INV0005876	CALPERS CalPERS/Employee Portion(EE) CalPERS/Employee Portion(EE) CalPERS/Employee Portion(EE) CalPERS/Employee Portion(EE)	Calif Public Employees' Retirement System	01-1-0-24530 01-7-0-24530 22-2-0-24530 25-5-0-24530		4,143.78 3,434.23 335.73 343.48 30.34
DFT0013724	1/3/2025 INV0005877 INV0005877 INV0005877 INV0005877	CALPERS CalPERS/Employee Portion(ER) CalPERS/Employee Portion(ER) CalPERS/Employee Portion(ER) CalPERS/Employee Portion(ER)	Calif Public Employees' Retirement System	01-1-0-24530 01-7-0-24530 22-2-0-24530 25-5-0-24530		3,543.95 2,868.27 475.97 21.51 178.20
DFT0013725	1/3/2025 INV0005878 INV0005878 INV0005878 INV0005878	CALPERS CalPERS/Employer Portion CalPERS/Employer Portion CalPERS/Employer Portion CalPERS/Employer Portion	Calif Public Employees' Retirement System	01-1-0-24530 01-7-0-24530 22-2-0-24530 25-5-0-24530		10,021.10 8,104.79 1,202.69 384.10 329.52
DFT0013726	1/3/2025 INV0005879 INV0005879 INV0005879 INV0005879	CALPERS CalPERS Retirement/ Survivor Benefit CalPERS Retirement/ Survivor Benefit CalPERS Retirement/ Survivor Benefit CalPERS Retirement/ Survivor Benefit	Calif Public Employees' Retirement System	01-1-0-24530 01-7-0-24530 22-2-0-24530 25-5-0-24530		22.32 17.53 2.20 1.62 0.97

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DFT0013727	1/3/2025	CALPERS 457	California Public Employees' Deferred Compensation Plan			42.09
	INV0005880	457 Loan Payback		01-1-0-24560		41.56
	INV0005880	457 Loan Payback		22-2-0-24560		0.53
DFT0013728	1/3/2025	CALSTA	California State Disbursement Unit			139.61
	INV0005881	Remittance ID: 200000001121596		01-1-0-24520		96.15
	INV0005881	Remittance ID: 200000001121596		22-2-0-24520		43.46
DFT0013729	1/3/2025	EDD	Employment Development Department			1,274.94
	INV0005882	State Disability Ins - Payroll Taxes		01-0-0-24510		1,274.94
DFT0013730	1/3/2025	IRS	Internal Revenue Service			225.56
	INV0005883	Social Security - Payroll Taxes		01-0-0-24510		225.56
DFT0013731	1/3/2025	EDD	Employment Development Department			99.98
	INV0005884	State Employer Training Tax - Payroll T		01-0-0-24510		99.98
DFT0013732	1/3/2025	EDD	Employment Development Department			2,599.07
	INV0005885	State Unemployment Ins - Payroll Tax		01-0-0-24510		2,599.07
DFT0013733	1/3/2025	EDD	Employment Development Department			4,848.26
	INV0005886	CA State Income Tax - Payroll Taxes		01-0-0-24510		4,848.26
DFT0013734	1/3/2025	IRS	Internal Revenue Service			3,133.86
	INV0005887	Medicare - Payroll Taxes		01-0-0-24510		3,133.86
DFT0013735	1/3/2025	IRS	Internal Revenue Service			13,492.29
	INV0005888	Federal Income Tax - Payroll Taxes		01-0-0-24510		13,492.29
DFT0013738	1/16/2025	SCE 2439-1773	Southern California Edison			14.04
	112224	Electricity - Phelan Park 10/24 - 11/2		22-0-2-58110		14.04
DFT0013739	1/16/2025	SCE 2439-1773	Southern California Edison			14.51
	122324	Electricity - Phelan Park 11/23 - 12/2		22-0-2-58110		14.51
DFT0013740	1/16/2025	SCE 4241-7012	Southern California Edison			10.76
	112624	Electricity - S. Dairy Mobile 10/29 - 1		01-1-3-58110		10.76
DFT0013741	1/16/2025	SCE 4241-7012	Southern California Edison			12.06
	122924	Electricity - S. Dairy Mobile 11/27 - 1		01-1-3-58110		12.06
DFT0013742	1/16/2025	SCE 3752-2894	Southern California Edison			10.27
	112624	Electricity - N. Dairy Mobile 10/29 - 1		01-1-3-58110		10.27
DFT0013743	1/16/2025	SCE 3752-2894	Southern California Edison			11.64
	122924	Electricity - N. Dairy Mobile 11/27 - 1		01-1-3-58110		11.64
DFT0013744	1/16/2025	SCE 7695-0442	Southern California Edison			24.92
	112624	Electricity - Fill Station 10/29 - 11/26		01-0-2-58110		24.92
DFT0013745	1/16/2025	SCE 7695-0442	Southern California Edison			28.53
	122924	Electricity - Fill Station 11/27 - 12/29		01-0-2-58110		28.53
DFT0013746	1/16/2025	CINFIR	Cintas			286.97
	5245936203	First Aid Supplies - CSD		01-0-1-54500		281.23
	5245936203	First Aid Supplies - CSD		22-0-1-54500		5.74
DFT0013747	1/16/2025	VER AIR	Verizon Wireless			1,373.41
	6102576256	Phones - Jet Packs, Tablets, On-Call -		01-1-1-58010		1,373.41
DFT0013748	1/16/2025	RACE	Race Communications			255.00
	RC1436840	Phones - Internet Shop Jan.		01-1-1-58010		255.00
DFT0013749	1/16/2025	RACE	Race Communications			255.00
	RC1443326	Phones - Internet CSD Jan.		01-0-1-58010		255.00

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DFT0013750	1/16/2025 RC1443325 RC1443325	RACE Phones - Internet Pinon Hills CC Jan. Phones - Internet Credit Pinon Hills C	Race Communications	22-0-1-58010 22-0-1-58010		104.00 204.00 -100.00
DFT0013751	1/16/2025 RC1443327 RC1443327	RACE Phones - Internet Credit CC Jan. Phones - Internet CC Jan.	Race Communications	22-0-1-58010 22-0-1-58010		4.00 -200.00 204.00
DFT0013752	1/16/2025 123124	SCE 4490-1265 Electricity - Pinon Hills Fire Station 12	Southern California Edison	22-0-2-58110		18.31 18.31
DFT0013753	1/16/2025 010225	SCE 7441-5755 Electricity - Pinon Hills CC 12/3 - 1/2	Southern California Edison	22-0-2-58110		257.80 257.80
DFT0013754	1/16/2025 122924	SCE 8092-3468 Electricity - NW Dairy Mobile 11/27 -	Southern California Edison	01-1-3-58110		883.34 883.34
DFT0013755	1/16/2025 123124	SCE 5917-6455 Electricity - Phelan Park St. Lights 12/	Southern California Edison	22-2-2-58110		28.12 28.12
DFT0013756	1/16/2025 123124	SCE 1613-6373 Electricity - R/R Crossings 12/1-12/31	Southern California Edison	23-0-2-58210		18.31 18.31
DFT0013757	1/16/2025 113024-2 113024-2	SCE 9515-2666 Electricity - Wells, Boosters, Tanks No Electricity - Solar Credits Nov.	Southern California Edison	01-1-3-58110 01-1-3-58115		80,398.55 93,316.98 -12,918.43
DFT0013758	1/16/2025 123124 123124 123124	SCE 9515-2666 Electricity -Wells, Booster, Tanks Dec. Electricity -Solar Credits - Dec, Electricity -St. Lights Dec	Southern California Edison	01-1-3-58110 01-1-3-58115 23-3-2-58210		10,073.21 8,676.14 -276.42 1,673.49
DFT0013759	1/8/2025 2348640A	AME FID Flex Spending 12/15	American Fidelity Assurance Company	01-0-0-24580		266.66 266.66
DFT0013760	1/16/2025 113024-6781	THEGAS Gas - Pinon Hills Fire 11/27 - 12/30	SoCalGas	22-0-2-58110		16.27 16.27
DFT0013761	1/16/2025 123024-6056	THEGAS Gas - Pinon Hills CC 11/27 - 12/30	SoCalGas	22-0-2-58110		89.57 89.57
DFT0013762	1/16/2025 123124 123124 123124 123124 123124	FBC-SEAN MSA - Traffic Control Flagginf A. Herk Hole in One - Sfty Meeting (Wind Fire All Pro Truck - #113 Mack Lights Rock Auto - Trk #22 Door Hinge Decker Equip. - Toilet Paper Dispense	First Bank Card	01-1-1-54260 01-1-1-54440 01-1-8-54710 01-1-8-54710 22-2-2-54620		526.02 104.00 19.34 76.24 190.25 136.19
DFT0013763	1/16/2025 123124 123124	FBC-Aimee In-n-Out - Yr-End Sfty Training KK Wood Working - (2) Paques	First Bank Card -Aimee	01-0-1-54260 01-0-1-54530		445.40 370.00 75.40
DFT0013764	1/16/2025 123124 123124 123124 123124 123124	FBC-LORI CSMFO Membership Fee - A. Ahumad CSMFO Membership Fee - L. Lowranc Ricks Cafe - Staff Meeting, DB, LL, GC, South West Airlines-CSMFO Conf. Flig GFOA - COA Review Fee	First Bank Card	01-0-1-54230 01-0-1-54230 01-0-1-54440 01-0-1-54470 01-0-1-54530		1,357.32 60.00 150.00 108.35 578.97 460.00
DFT0013765	1/16/2025 123124 123124 123124 123124	FBC-JENNIFER Canva - Yearly Software Support Zoom - iCloud Recording Adobe Subscription - (11) Seats Eventbrite - Software Subscription	First Bank Card	01-0-1-53170 01-0-1-53170 01-0-1-53170 01-0-1-53170		2,542.73 300.00 100.00 263.89 15.00

Cash Disbursements Report

Payment Dates: 1/1/2025 - 1/31/2025

Payment Number	Payment Date Payable Number	Vendor # Description	Vendor Name	Account Number	Project Account Key	Payment Amount Item Amount
	123124	Calendar Wiz - Website Calendar		01-0-1-53170		14.00
	123124	Wingstop - Yr. End Safety Training Gift		01-0-1-54260		30.00
	123124	5th Generation Meat CO - Yr. End Saf		01-0-1-54260		100.00
	123124	Wingstop - Yr. End Safety Training Gift		01-0-1-54260		20.00
	123124	Tooletries-Yr. End Safety Award		01-0-1-54260		41.74
	123124	Amazon - Yr. End Safety Award		01-0-1-54260		178.92
	123124	Wingstop - Yr. End Safety Training Gift		01-0-1-54260		10.00
	123124	Stater Bros-Staff Training & Board Me		01-0-1-54440		114.67
	123124	Vista Print-Business Cards for G. Wate		01-0-1-54530		67.86
	123124	Vista Print - Business Cards for D.Bart		01-0-1-54530		75.39
	123124	Zazzle - Name Plates & Tags		01-0-1-54530		64.63
	123124	Adobe Subscription - (3) Seats		01-1-1-53170		71.97
	123124	HDMWA Class -Mike, Chris C., Ernest		01-1-1-54260		80.00
	123124	HDMWA-Yr. End Class/Meeting Dinne		01-1-1-54440		200.00
	123124	Mailchimp - Customer E-Bills		01-1-6-53170		120.00
	123124	Car Stickers - Magnets for Trucks		01-1-8-54710		192.96
	123124	Adobe Subscription - (2)Seats		01-7-7-53170		47.98
	123124	CPRS - Membership Fee - J. Oakes		22-2-1-54230		165.00
	123124	My Hero - Parks Project Meeting		22-2-1-54440		129.24
	123124	Target - Supplies for Tree Lighting		22-2-2-54800		58.68
	123124	Roll Over - Supplies for Tree Lighting		22-2-2-54800		80.80
DFT0013766	1/16/2025	FBC-HEATHER	First Bank Card			954.04
	123124	Amazon - Tape Dispenser, Forks, Sciss		01-0-1-54530		63.30
	123124	The Gallery - Birthday Cards		01-0-1-54530		79.98
	123124	Amazon - Plates for Office		01-0-1-54530		31.78
	123124	NNA - Notary Stamp for K.Burgen		01-0-1-54530		49.40
	123124	Amazon - Hand Wash for Office		01-0-1-54530		11.98
	123124	Amazon - 11x17 Paper		01-0-1-54530		21.27
	123124	Amazon - Paper		01-0-1-54530		26.81
	123124	Certified Mail - Frontier Check w/sig.		01-0-1-54860		10.07
	123124	Amazon - Screen Protectors for Field		01-1-2-54500		6.44
	123124	Amazon - Electrical Tools		01-1-2-54500		24.77
	123124	Amazon - Trailer Plug for Field		01-1-2-54500		159.15
	123124	Amazon - Generator, Multimeter, Trip		01-1-2-54500		345.83
	123124	Certified Mail - Water Theft Letter		01-1-6-54860		7.72
	123124	Certified Mail - Meter # Letters		01-1-6-54860		19.92
	123124	Amazon - Trash Bags for Parks		22-2-2-54620		95.62
DFT0013767	1/16/2025	NAPA	NAPA Auto Parts			1,178.38
	123124	Inv #638400 - Scada PC Battery Invert		01-1-2-54620		87.26
	123124	Inv #638866 - Trk #23 Motor Oil		01-1-8-54710		18.49
	123124	Cr Inv #638230 - Trk #31 Windshield		01-1-8-54710		-2.48
	123124	Inv #638547 - Trailer #120 Pos. Wirin		01-1-8-54710		102.17
	123124	Inv #637388 - Car Wash Supplies		01-1-8-54710		57.71
	123124	Inv #638991 - Trk #23 Parts for Electri		01-1-8-54710		196.67
	123124	Inv #638773 - Backhoe #102 Air Filter		01-1-8-54710		132.51
	123124	Inv #637957 - Def for Generators		01-1-8-54710		429.66
	123124	Inv #638232 - #105 Battery Equipmen		01-1-8-54710		156.39
DFT0013768	1/16/2025	FBC-CHRIS	First Bank Card			465.93
	123124	Amazon - Hoze Nozzle for Vactor Cle		01-1-2-54500		12.88
	123124	Netdrom - SCADA Mail Relay Svc Soft		01-1-2-54500		33.00
	123124	Amazon - Chain Binder Winch Bar		01-1-2-54650		68.95
	123124	The HOme Depot- Parts for Well 1B E		01-1-3-54620		351.10
DFT0013769	1/16/2025	SCE 1078-5254	Southern California Edison			307.28
	010725	Electricity - CC & Sr. Ctr. 12/7 - 1/7		22-0-2-58110		307.28
DFT0013770	1/16/2025	FBC-DEBORAH	First Bank Card			547.53
	123124	Marriott Gift Shop - ACWA Conferenc		01-0-1-52229		7.50

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Payment Dates: 1/1/2025 - 1/31/2025

Payment Number	Payment Date Payable Number	Vendor # Description	Vendor Name	Account Number	Project Account Key	Payment Amount Item Amount
	123124	Hero Market - ACWA Conference Exp.		01-0-1-52229		3.03
	123124	Panda Express - ACWA Conference M		01-0-1-52229		47.81
	123124	Enterprise - ACWA Conf. Car Rental		01-0-1-52229		190.70
	123124	Marriott - ACWA Conf. Expense		01-0-1-52229		129.05
	123124	Chick-Fil-A - ACWA Conference Meal		01-0-1-52229		49.14
	123124	Arco - ACWA Fuel		01-0-1-52229		45.36
	123124	Marriott Gift Shop - ACWA Conferenc		01-0-1-52229		9.50
	123124	Marriott Gift Shop - ACWA Conferenc		01-0-1-52229		27.70
	123124	Carls Jr - ACWA Conference Meal		01-0-1-52229		16.15
	123124	Six Beans - ACWA Conference Meal		01-0-1-52229		21.59
DFT0013771	1/16/2025	FBC-GEORGE	First Bank Card			2,218.17
	123124	Ricks Cafe - Holidays, Project Meeting		01-0-1-54440		45.14
	123124	Apple - Field Ipad Storage		01-1-2-53170		0.99
	123124	76 - Trk #28 Fuel		01-1-8-54410		86.10
	123124	Chevron - Trk #28 Fuel		01-1-8-54410		94.79
	123124	Amazon - Prime Membership		01-7-7-54230		16.15
	123124	ESRI Conference Registration -G Wate		01-7-7-54260		1,925.00
	123124	HDMWA - YR-End Meeting GC		01-7-7-54440		50.00
DFT0013772	1/16/2025	FBC-DON	First Bank Card			3,256.33
	123124	Ricks Cafe - Civic Center Meeting - DB		01-0-0-17000	C0002 OUTSIDE SVCS	44.58
	123124	Fisherman Landing - ACWA Meal DP		01-0-1-52229		71.54
	123124	Ricks Cafe - Meeting w/D. Fish		01-0-1-54440		45.22
	123124	Ricks Cafe - Meeting - GC, SW, DB		01-0-1-54440		57.57
	123124	Ricks Cafe		01-0-1-54440		67.00
	123124	Southwest Airlines - Travel Exp.		01-0-1-54470		334.96
	123124	Hyatt Regency - CSDA Meeting		01-0-1-54470		268.29
	123124	Southwest Airlines - Travel Exp.		01-0-1-54470		289.96
	123124	Southwest Airlines - Travel Exp.		01-0-1-54470		412.98
	123124	Southwest Airlines - Travel Exp.		01-0-1-54470		464.96
	123124	Fisherman Landing - ACWA Meal DB		01-0-1-54470		71.55
	123124	Ontario Airport - Parking Fee for CSD		01-0-1-54470		48.00
	123124	Marriott - ACWA		01-0-1-54470		198.86
	123124	Southwest Airlines - CSDA Meeting		01-0-1-54470		220.00
	123124	Urban Crave - CSDA Meeting Exp.		01-0-1-54470		44.73
	123124	Mexico Lindo - Meeting w/S. Wright		01-1-1-54440		44.93
	123124	Mile High Cafe - Meeting w/M. Lewis		01-1-1-54440		41.24
	123124	76 - Fuel Expense		01-1-8-54410		152.67
	123124	76 - Fuel Expense		01-1-8-54410		158.08
	123124	76 - Fuel Expense		01-1-8-54410		147.67
	123124	Fisherman Landing - ACWA Meal GC		01-7-7-54470		71.54
DFT0013773	1/16/2025	CINFIR	Cintas			587.00
	5245228714	First Aid Supplies - Shop		01-1-1-54500		587.00
DFT0013774	1/16/2025	CIN UNI	Cintas Corporation			595.13
	123124	Uniform Rental Svcs. - Dec.		01-1-1-54680		565.29
	123124	Uniform Rental Svcs. - Dec.		22-2-1-54680		29.84
DFT0013775	1/16/2025	ACT IT	David Shay			7,810.65
	CSJFD114BQJQ	Software Support - Jan.		01-0-1-53170		7,810.65
DFT0013776	1/16/2025	FBC-JENNIFER	First Bank Card			1,889.75
	121224	Lucille's - Lunch for Yearly Safety Mee		01-0-1-54260		1,203.65
	121824	Phelan CC Health Permit		22-2-2-53160		686.10
DFT0013777	1/16/2025	FBC-CHRIS	First Bank Card			2,881.98
	120224	The Home Depot - Concrete Coring Bi		01-1-2-54620		521.98
	121824	AWWA-Water Audit Validation Cert		01-1-1-54260		2,360.00

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Payment Number	Payment Date Payable Number	Vendor # Description	Vendor Name	Account Number	Project Account Key	Payment Amount Item Amount
DFT0013778	1/16/2025	XEROX	Xerox Corporation			871.32
	6682076	EQUIPMENT PROTECTION PLAN 1/1/		01-0-1-54300		17.99
	6682076	Xerox Lease - Jan.		01-0-1-54300		853.33
DFT0013779	1/17/2025	CALPERS 457	California Public Employees' Deferred Compensation Plan			535.00
	INV0005889	Cal PERS 457/ Employer Plan: 450 71		01-1-0-24560		423.19
	INV0005889	Cal PERS 457/ Employer Plan: 450 71		22-2-0-24560		10.25
	INV0005889	Cal PERS 457/ Employer Plan: 450 71		25-5-0-24560		101.56
DFT0013780	1/17/2025	CALPERS	Calif Public Employees' Retirement System			4,185.61
	INV0005890	CalPERS/Employee Portion(EE)		01-1-0-24530		3,341.28
	INV0005890	CalPERS/Employee Portion(EE)		01-7-0-24530		306.04
	INV0005890	CalPERS/Employee Portion(EE)		22-2-0-24530		505.78
	INV0005890	CalPERS/Employee Portion(EE)		25-5-0-24530		32.51
DFT0013781	1/17/2025	CALPERS	Calif Public Employees' Retirement System			3,543.95
	INV0005891	CalPERS/Employee Portion(ER)		01-1-0-24530		2,732.75
	INV0005891	CalPERS/Employee Portion(ER)		01-7-0-24530		475.97
	INV0005891	CalPERS/Employee Portion(ER)		22-2-0-24530		115.62
	INV0005891	CalPERS/Employee Portion(ER)		25-5-0-24530		219.61
DFT0013782	1/17/2025	CALPERS	Calif Public Employees' Retirement System			10,063.57
	INV0005892	CalPERS/Employer Portion		01-1-0-24530		7,771.59
	INV0005892	CalPERS/Employer Portion		01-7-0-24530		1,184.91
	INV0005892	CalPERS/Employer Portion		22-2-0-24530		705.92
	INV0005892	CalPERS/Employer Portion		25-5-0-24530		401.15
DFT0013783	1/17/2025	CALPERS	Calif Public Employees' Retirement System			22.32
	INV0005893	CalPERS Retirement/ Survivor Benefit		01-1-0-24530		16.94
	INV0005893	CalPERS Retirement/ Survivor Benefit		01-7-0-24530		2.11
	INV0005893	CalPERS Retirement/ Survivor Benefit		22-2-0-24530		2.27
	INV0005893	CalPERS Retirement/ Survivor Benefit		25-5-0-24530		1.00
DFT0013784	1/17/2025	CALPERS 457	California Public Employees' Deferred Compensation Plan			42.09
	INV0005894	457 Loan Payback		01-1-0-24560		41.04
	INV0005894	457 Loan Payback		22-2-0-24560		1.05
DFT0013785	1/17/2025	CALSTA	California State Disbursement Unit			139.61
	INV0005895	Remittance ID: 200000001121596		01-1-0-24520		64.35
	INV0005895	Remittance ID: 200000001121596		22-2-0-24520		75.26
DFT0013786	1/17/2025	EDD	Employment Development Department			1,271.66
	INV0005896	State Disability Ins - Payroll Taxes		01-0-0-24510		1,271.66
DFT0013787	1/17/2025	IRS	Internal Revenue Service			14.88
	INV0005897	Social Security - Payroll Taxes		01-0-0-24510		14.88
DFT0013788	1/17/2025	EDD	Employment Development Department			57.98
	INV0005898	State Employer Training Tax - Payroll T		01-0-0-24510		57.98
DFT0013789	1/17/2025	EDD	Employment Development Department			1,507.27
	INV0005899	State Unemployment Ins - Payroll Tax		01-0-0-24510		1,507.27
DFT0013790	1/17/2025	EDD	Employment Development Department			4,446.45
	INV0005900	CA State Income Tax - Payroll Taxes		01-0-0-24510		4,446.45
DFT0013791	1/17/2025	IRS	Internal Revenue Service			3,076.72
	INV0005901	Medicare - Payroll Taxes		01-0-0-24510		3,076.72
DFT0013792	1/17/2025	IRS	Internal Revenue Service			12,616.51
	INV0005902	Federal Income Tax - Payroll Taxes		01-0-0-24510		12,616.51
DFT0013793	1/15/2025	AME FID	American Fidelity Assurance Company			20.83
	2517872A	Flex Spending 1/1		01-0-0-24580		20.83

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Payment Number	Payment Date Payable Number	Vendor # Description	Vendor Name	Account Number	Project Account Key	Payment Amount Item Amount
DFT0013794	1/21/2025 2517873A	AME FID Flex Spending 1/15	American Fidelity Assurance Company	01-0-0-24580		20.83 20.83
DFT0013795	1/27/2025 D807452	AME SUP Supplemental Life Insurance - Jan.	American Fidelity Assurance	01-0-0-24580		804.48 804.48
DFT0013796	1/28/2025 0202501929586	ANTBLU Health Insurance Premium - Feb.	Anthem Blue Cross	01-0-0-14130		21,493.86 21,493.86
DFT0013797	1/21/2025 861892693546	KAI PER Health Insurance Premium - Feb.	Kaiser Permanente	01-0-0-14130		18,221.06 18,221.06
DFT0013798	1/21/2025 822101396	VSP Vision Insurance - Feb.	Vision Service Plan	01-0-0-14130		543.90 543.90
DFT0013799	1/21/2025 020125	MUN DEN Dental Insurance Premium - Feb.	Municipal Dental Pool	01-0-0-14130		3,281.50 3,281.50
DFT0013800	1/30/2025 9085-10566372	CED Wire for Well 1B - 2A Electrical Overh	Consolidated Electrical Distributors Inc	01-1-3-54620		61.04 61.04
DFT0013801	1/30/2025 012125-4084	THEGAS Gas - Phelan Sr. Ctr. 12/19 - 1/21	SoCalGas	22-0-2-58110		94.23 94.23
DFT0013802	1/30/2025 012125-4585	THEGAS Gas - Phelan CC 12/19 - 1/21	SoCalGas	22-0-2-58110		115.01 115.01
DFT0013803	1/30/2025 9085-1056416	CED Parts pfr Well 1B-2A Electrical Overha	Consolidated Electrical Distributors Inc	01-1-3-54620		279.92 279.92
DFT0013804	1/30/2025 9085-1056485	CED Parts for Well 2A & 1B Electrical Over	Consolidated Electrical Distributors Inc	01-1-3-54620		29.60 29.60
DFT0013805	1/30/2025 9085-1050490 9085-1056126 9085-1056305 9085-1056363 9085-1056364	CED Electrical Upgrade & Overhaul for Sit Electrical Parts for Zone G & Well 2A Electrical Parts for Zone G & Well 2A Electrical Parts for Zone G & Well 2A Electrical Parts for Zone G & Well 2A	Consolidated Electrical Distributors Inc	01-1-5-54620 01-1-3-54620 01-1-5-54620 01-1-5-54620 01-1-5-54620		3,530.42 2,065.16 797.89 236.78 204.84 225.75
DFT0013806	1/31/2025 INV0005903 INV0005903 INV0005903	CALPERS 457 Cal PERS 457/ Employer Plan: 450 71 Cal PERS 457/ Employer Plan: 450 71 Cal PERS 457/ Employer Plan: 450 71	California Public Employees' Deferred Compensation Plan	01-1-0-24560 22-2-0-24560 25-5-0-24560		535.00 419.77 9.61 105.62
DFT0013807	1/31/2025 INV0005904 INV0005904 INV0005904 INV0005904	CALPERS CalPERS/Employee Portion(EE) CalPERS/Employee Portion(EE) CalPERS/Employee Portion(EE) CalPERS/Employee Portion(EE)	Calif Public Employees' Retirement System	01-1-0-24530 01-7-0-24530 22-2-0-24530 25-5-0-24530		4,149.65 3,438.29 236.79 440.51 34.06
DFT0013808	1/31/2025 INV0005905 INV0005905 INV0005905 INV0005905	CALPERS CalPERS/Employee Portion(ER) CalPERS/Employee Portion(ER) CalPERS/Employee Portion(ER) CalPERS/Employee Portion(ER)	Calif Public Employees' Retirement System	01-1-0-24530 01-7-0-24530 22-2-0-24530 25-5-0-24530		3,543.95 2,724.71 475.97 121.29 221.98
DFT0013809	1/31/2025 INV0005906 INV0005906 INV0005906 INV0005906	CALPERS CalPERS/Employer Portion CalPERS/Employer Portion CalPERS/Employer Portion CalPERS/Employer Portion	Calif Public Employees' Retirement System	01-1-0-24530 01-7-0-24530 22-2-0-24530 25-5-0-24530		10,027.06 7,861.82 1,109.76 648.77 406.71
DFT0013810	1/31/2025 INV0005907	CALPERS CalPERS Retirement/ Survivor Benefit	Calif Public Employees' Retirement System	01-1-0-24530		22.32 17.35

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Payment Number	Payment Date Payable Number	Vendor # Description	Vendor Name	Account Number	Project Account Key	Payment Amount Item Amount
	INV0005907	CalPERS Retirement/ Survivor Benefit		01-7-0-24530		1.94
	INV0005907	CalPERS Retirement/ Survivor Benefit		22-2-0-24530		2.00
	INV0005907	CalPERS Retirement/ Survivor Benefit		25-5-0-24530		1.03
DFT0013811	1/31/2025	CALPERS 457	California Public Employees' Deferred Compensation Plan			42.09
	INV0005908	457 Loan Payback		01-1-0-24560		40.77
	INV0005908	457 Loan Payback		22-2-0-24560		1.32
DFT0013812	1/31/2025	CALSTA	California State Disbursement Unit			139.61
	INV0005909	Remittance ID: 200000001121596		01-1-0-24520		98.01
	INV0005909	Remittance ID: 200000001121596		22-2-0-24520		41.60
DFT0013813	1/31/2025	EDD	Employment Development Department			1,277.99
	INV0005910	State Disability Ins - Payroll Taxes		01-0-0-24510		1,277.99
DFT0013814	1/31/2025	IRS	Internal Revenue Service			312.48
	INV0005911	Social Security - Payroll Taxes		01-0-0-24510		312.48
DFT0013815	1/31/2025	EDD	Employment Development Department			14.48
	INV0005912	State Employer Training Tax - Payroll T		01-0-0-24510		14.48
DFT0013816	1/31/2025	EDD	Employment Development Department			376.56
	INV0005913	State Unemployment Ins - Payroll Tax		01-0-0-24510		376.56
DFT0013817	1/31/2025	EDD	Employment Development Department			4,843.20
	INV0005914	CA State Income Tax - Payroll Taxes		01-0-0-24510		4,843.20
DFT0013818	1/31/2025	IRS	Internal Revenue Service			3,161.56
	INV0005915	Medicare - Payroll Taxes		01-0-0-24510		3,161.56
DFT0013819	1/31/2025	IRS	Internal Revenue Service			13,778.09
	INV0005916	Federal Income Tax - Payroll Taxes		01-0-0-24510		13,778.09
Payment Total:						975,185.81

Report Summary

Fund Summary

Fund	Payment Amount
01 - WATER FUND	946,458.53
22 - PARKS & RECREATION	24,169.88
23 - STREET LIGHTING	1,691.80
25 - SOLID WASTE	2,865.60
Grand Total:	975,185.81

Account Summary

Account Number	Account Name	Payment Amount
01-0-0-14130	Prepaid Benefit	46,724.65
01-0-0-17000	CIP Enterprise Funds	38,012.95
01-0-0-24510	Payroll Tax Payable	72,429.79
01-0-0-24580	Supplemental Ins W/H P	1,112.80
01-0-1-52210	Board Exp - Auto Expens	-7.00
01-0-1-52215	Board - Auto Expense/R	135.34
01-0-1-52219	Board - Auto Expense/P	150.30
01-0-1-52229	Board - Meals,Travel Exp	619.07
01-0-1-53150	Outside Service	191.95
01-0-1-53170	Software Support	8,503.54
01-0-1-54110	Advertising	278.00
01-0-1-54140	Auto Expense	702.50
01-0-1-54230	Dues & Subscriptions	210.00
01-0-1-54260	Education & Training	2,474.31
01-0-1-54290	Employment Expense	715.00
01-0-1-54300	Equipment Rental / Leas	871.32
01-0-1-54320	General Maintenance	380.00
01-0-1-54440	Meeting, Seminar & Sup	437.95
01-0-1-54470	Travel Expense	2,933.26
01-0-1-54500	Operating Supplies	281.23
01-0-1-54530	Office Supplies	1,579.38
01-0-1-54860	Postage & Mailing	10.07
01-0-1-58010	Telephone	1,000.11
01-0-1-58110	Utilities	3,001.69
01-0-2-58110	Utilities	458.74
01-1-0-13010	Inventory - Water Field P	12,396.63
01-1-0-24520	Garnishment Payable	258.51
01-1-0-24530	Retirement W/H Payable	42,329.55
01-1-0-24560	Retirement 457 W/H Pay	1,390.30
01-1-0-29750	Loan Payable - CNB 21-0	277,580.24
01-1-1-53150	Outside Service	353.70
01-1-1-53160	Permits & Fees	27,752.01
01-1-1-53170	Software Support	71.97
01-1-1-54260	Education & Training	2,902.00
01-1-1-54320	General Maintenance	225.00
01-1-1-54440	Meeting, Seminar & Sup	305.51
01-1-1-54500	Operating Supplies	587.00
01-1-1-54680	Uniforms	565.29
01-1-1-54830	State & County Fees & S	10.00
01-1-1-58010	Telephone	1,628.41
01-1-1-59110	Property Taxes	101.37
01-1-1-91010	Interest Expense	110,089.80
01-1-2-53150	Outside Service	435.03
01-1-2-53170	Software Support	0.99
01-1-2-54500	Operating Supplies	990.08
01-1-2-54620	Repair & Maintenance	871.65
01-1-2-54650	Small Tools	68.95
01-1-2-54680	Uniforms	572.45
01-1-3-50010	MWA/AVW Admin. & Bi	4,132.41

Account Summary

Account Number	Account Name	Payment Amount
01-1-3-54500	Operating Supplies	2,513.49
01-1-3-54620	Repair & Maintenance	21,919.94
01-1-3-58110	Utilities	131,970.89
01-1-3-58115	Utilities - Solar Credits	-13,385.02
01-1-4-53140	Laboratory Analysis	7,843.00
01-1-4-54500	Operating Supplies	25.81
01-1-5-54620	Repair & Maintenance	89,789.62
01-1-6-53170	Software Support	13,586.25
01-1-6-54650	Small Tools	72.28
01-1-6-54860	Postage & Mailing	141.68
01-1-6-54890	Printing	430.02
01-1-8-54410	Fuel Costs	9,944.80
01-1-8-54710	Vehicle Maintenance	3,075.74
01-1-9-54800	Programs (Wtr Conserva	245.00
01-1-9-54860	Postage & Mailing	0.05
01-1-9-54890	Printing	798.43
01-1-9-54920	Public Relation	250.00
01-7-0-24530	Retirement W/H Payable	5,810.08
01-7-7-53150	Outside Service	490.00
01-7-7-53170	Software Support	47.98
01-7-7-54230	Dues & Subscriptions	16.15
01-7-7-54260	Education & Training	1,925.00
01-7-7-54440	Meeting, Seminar & Sup	50.00
01-7-7-54470	Travel Expense	71.54
22-0-1-54320	General Maintenance	30.00
22-0-1-54500	Operating Supplies	5.74
22-0-1-54920	Public Relation	4,850.00
22-0-1-58010	Telephone	108.00
22-0-2-58110	Utilities	1,532.39
22-2-0-17000	CIP - Parks & Rec	10,932.46
22-2-0-24520	Garnishment Payable	160.32
22-2-0-24530	Retirement W/H Payable	3,292.87
22-2-0-24560	Retirement 457 W/H Pay	29.99
22-2-1-54230	Dues & Subscriptions	165.00
22-2-1-54440	Meeting, Seminar & Sup	129.24
22-2-1-54680	Uniforms	29.84
22-2-1-54860	Postage & Mailing	0.20
22-2-1-54890	Printing	399.22
22-2-2-53150	Outside Service	834.90
22-2-2-53160	Permits & Fees	686.10
22-2-2-54500	Operating Supplies	293.40
22-2-2-54620	Repair & Maintenance	522.61
22-2-2-54800	Programs (Park & Rec)	139.48
22-2-2-58110	Utilities	28.12
23-0-2-58210	Utilities - Street Lights	18.31
23-3-2-58210	Utilities - Street Lights	1,673.49
25-5-0-24530	Retirement W/H Payable	1,857.08
25-5-0-24560	Retirement 457 W/H Pay	310.98
25-5-1-51230	Employee Group Insuran	440.49
25-5-1-52210	Board Exp - Auto Expens	7.00
25-5-1-54860	Postage & Mailing	0.05
25-5-1-54920	Public Relation	250.00
Grand Total:		975,185.81

Project Account Summary

Project Account Key	Payment Amount
None	926,240.40
C0002 COUNTY FEES	15,193.37

Project Account Summary

Project Account Key	Payment Amount
C0002 OUTSIDE SVCS	13,394.58
C0078 OUTSIDE SVCS	2,482.01
C0109 OUTSIDE SVCS	1,650.00
C0111 OUTSIDE SVCS	8,450.45
C0115 OUTSIDE SVCS	7,775.00
Grand Total:	975,185.81

Agenda Item 4

Matters Removed from
Consent Items

Agenda Item 5

Presentations/Appointments

Agenda Item 6a

Discussion & Possible Adoption of Resolution No. 2025-02; Authorizing Staff to Execute and Take Actions as Approved by the Applicant's Board of Directors Necessary for the Purpose of Obtaining Federal Financial Assistance Provided by the Federal Department of Homeland Security and Administered Through the California Office of Emergency Services for the Fiscal Year 2024 State & Local Cybersecurity Grants for Local & Tribal Governments Program

MEMORANDUM

DATE: February 26, 2025

TO: Board of Directors

FROM: Don Bartz, General Manager
By: Jennifer Oakes, Executive Management Analyst

SUBJECT: Discussion & Possible Adoption of Resolution No. 2025-02; Authorizing Staff to Execute and Take Actions as Approved by the Applicant's Board of Directors Necessary for the Purpose of Obtaining Federal Financial Assistance Provided by the Federal Department of Homeland Security and Federal Emergency Management Agency and Administered By the California Office of Emergency Services for the Fiscal Year 2024 State & Local Cybersecurity Grants for Local & Tribal Governments Program

STAFF RECOMMENDATION

For the Board to adopt Resolution No. 2025-02; Authorizing Staff to Execute and Take Actions as Approved by the Applicant's Board of Directors Necessary for the Purpose of Obtaining Federal Financial Assistance Provided by the Federal Department of Homeland Security (DHS) and the Federal Emergency Management Agency (FEMA) and Administered By the California Office of Emergency Services (Cal OES) for the Fiscal Year 2024 State & Local Cybersecurity Grants for Local & Tribal Governments Program.

BACKGROUND

Staff submitted a grant application in December of 2024 in the amount of \$203,500 and was awarded a grant in the amount of \$128,214 from the DHS and FEMA to be administered by Cal OES for infrastructure modernization, governance and risk management assessment, cybersecurity training and awareness, and development and testing of an incident response plan to ensure rapid recovery from cybersecurity threats. The match requirement for this grant has been waived.

CalOES issued grant documents to the District to complete as they will be administering the funds. Staff has been working with CalOES on DHS and FEMA requirements. One of the FEMA requirements is for the District to adopt a resolution authorizing staff to execute and take actions necessary for the purpose of obtaining these funds.

FISCAL IMPACT

None

ATTACHMENT(S)

Resolution No. 2025-02

Agenda Item 6b

Discussion & Possible Approval to Complete & Submit Forms Required by Federal Department of Homeland Security and the California Office of Emergency Services for the FY 2024 State & Local Cybersecurity Grants for Local & Tribal Governments Program

MEMORANDUM

DATE: February 26, 2025

TO: Board of Directors

FROM: Don Bartz, General Manager
By: Jennifer Oakes, Executive Management Analyst

SUBJECT: Discussion & Possible Approval to Complete & Submit Forms Required by the Department of Homeland Security and the California Office of Emergency Services for the FY 2024 State & Local Cybersecurity Grants for Local & Tribal Governments Program

STAFF RECOMMENDATION

For the Board to authorize staff to complete and submit the attached forms required by the Department of Homeland Security (DHS), the Federal Emergency Management Agency (FEMA), and the California Office of Emergency Services (Cal OES) for the FY 2024 State & Local Cybersecurity Grants for Local & Tribal Governments Program.

BACKGROUND

Staff submitted a grant application in December 2024 in the amount of \$203,500 and was awarded a grant in the amount of \$128,214 from the DHS and FEMA to be administered by Cal OES for infrastructure modernization, governance and risk management assessment, cybersecurity training and awareness, and development and testing of an incident response plan to ensure rapid recovery from cybersecurity threats. The match requirement for this grant has been waived.

Assuming the Board approved Resolution No. 2025-02, staff requests for the Board to authorize staff to complete, and submit as necessary, the attached forms required by DHS, FEMA, and Cal OES for the FY 2024 State & Local Cybersecurity Grants for Local & Tribal Governments Program. The Notice of Funding Opportunity ("NOFO") and Supplement to the NOFO have also been included for information purposes.

FISCAL IMPACT

None

ATTACHMENT(S)

- NOFO (informational only)
- NOFO State Supplement (informational only)
- Grants Management Assessment Form
- Standard Assurance Form
- FEMA Investment Justification Form
- Financial Management Forms Workbook

- Subaward Face Sheet Form
- Authorized Agent Information Form
- Project Ledger Form
- Planning Form
- Organization Form
- Equipment Form
- Training Form
- Exercise Form
- M&A Form
- Match Form
- Consultant/Contractor Form
- Indirect Costs Form
- ICR Form
- Authorized Agent Form

The Department of Homeland Security
Notice of Funding Opportunity
Fiscal Year 2022 State and Local Cybersecurity Grant Program

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

UEI registration information is available on GSA.gov at: [Unique Entity Identifier Update | GSA](#). Grants.gov registration information can be found at: <https://www.grants.gov/web/grants/register.html>. Detailed information regarding UEI and SAM is also provided in Section D of this notice.

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A. Program Description

1. Issued By

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

2. Assistance Listings Number

97.137

3. Assistance Listings Title

State and Local Cybersecurity Grant Program (SLCGP)

4. Funding Opportunity Title

Fiscal Year 2022 State and Local Cybersecurity Grant Program (SLCGP)

5. Funding Opportunity Number

DHS-22-137-000-01

6. Authorizing Authority for Program

Section 2220A of the Homeland Security Act of 2002, as amended (Pub. L. No. 107-296) (6 U.S.C. § 665g)

7. Appropriation Authority for Program

Infrastructure Investments and Jobs Appropriations Act (Pub. L. No. 117-58)

8. Announcement Type

Initial

9. Program Category

Preparedness: Community Security

10. Program Overview, Objectives, and Priorities

a. *Overview*

Our nation faces unprecedented cybersecurity risks, including increasingly sophisticated adversaries, widespread vulnerabilities in commonly used hardware and software, and broad dependencies on networked technologies for the day-to-day operation of critical infrastructure. Cyber risk management is further complicated by the ability of malicious actors to operate remotely, linkages between cyber and physical systems, and the difficulty of reducing vulnerabilities.

The potential consequences of cyber incidents threaten national security. Strengthening cybersecurity practices and resilience of state, local, and territorial (SLT) governments is an important homeland security mission and the primary focus of the State and Local Cybersecurity Grant Program (SLCGP). Through funding from Infrastructure Investment and Jobs Act (IIJA), also known as the Bipartisan Infrastructure Law (BIL), the SLCGP enables DHS to make targeted cybersecurity investments in SLT government agencies, thus improving the security of critical infrastructure and improving the resilience of the services

SLT governments provide their community.

The FY 2022 SLCGP aligns with the [2020-2024 DHS Strategic Plan](#) by helping DHS achieve Goal 3: Secure Cyberspace and Critical Infrastructure, Objective 3.3. Assess and Counter Evolving Cybersecurity Risks. The FY 2022 SLCGP also supports the [2022-2026 FEMA Strategic Plan](#) which outlines a bold vision and three ambitious goals, including Goal 3: Promote and Sustain a Ready FEMA and Prepared Nation, Objective 3.2: Posture FEMA to meet current and emergent threats.

b. Objectives

The goal of SLCGP is to assist SLT governments with managing and reducing systemic cyber risk. For Fiscal Year (FY) 2022, applicants are required to address how the following program objectives will be met in their applications:

- Objective 1: Develop and establish appropriate governance structures, including developing, implementing, or revising cybersecurity plans, to improve capabilities to respond to cybersecurity incidents and ensure continuity of operations.
- Objective 2: Understand their current cybersecurity posture and areas for improvement based on continuous testing, evaluation, and structured assessments.
- Objective 3: Implement security protections commensurate with risk.
- Objective 4: Ensure organization personnel are appropriately trained in cybersecurity, commensurate with responsibility.

For more information on the program goals, objectives, sub-objectives, and desired outcomes, please refer to Appendix A.

c. Priorities

The Homeland Security Act of 2002, as amended by the Bipartisan Infrastructure Law requires grant recipients to develop a Cybersecurity Plan, establish a Cybersecurity Planning Committee to support development of the Plan, and identify projects to implement utilizing SLCGP funding. To support these efforts, recipients are highly encouraged to prioritize the following activities using FY 2022 SLCGP funds, all of which are statutorily required as a condition of receiving a grant:

- Establish a Cybersecurity Planning Committee;
- Develop a state-wide Cybersecurity Plan, unless the recipient already has a state-wide Cybersecurity Plan and uses the funds to implement or revise a state-wide Cybersecurity Plan;
- Conduct assessment and evaluations as the basis for individual projects throughout the life of the program; and
- Adopt key cybersecurity best practices.

Cybersecurity Planning Committee

The Planning Committee is responsible for developing, implementing, and revising Cybersecurity Plans (including individual projects); formally approving the Cybersecurity Plan (along with the chief information officer, chief information security officer or an

equivalent official); and assisting with determination of effective funding priorities (i.e., work with entities within the eligible entity’s jurisdiction to identify and prioritize individual projects). To support these responsibilities, the Planning Committee must include the following entities:

- The eligible entity (i.e., state or territory);
- County, city, and town representation (if the eligible entity is a state);
- Institutions of public education within the eligible entity’s jurisdiction;
- Institutions of public health within the eligible entity’s jurisdiction; and
- As appropriate, representatives from rural, suburban, and high-population jurisdictions.

For more information on the Cybersecurity Planning Committee responsibilities and composition, please refer to Appendix B.

Cybersecurity Plan

To assist in developing the required Plan, a Cybersecurity Plan Checklist containing information on what must be included in the Plan has been developed for use by SLCGP recipients. Recipients are encouraged to incorporate, where applicable, any existing plans to protect against cybersecurity risks and cybersecurity threats to information systems owned or operated by, or on behalf of, SLT governments. For more information on the Cybersecurity Plan and Cybersecurity Plan Checklist, please refer to Appendix C.

Key Cybersecurity Best Practices

To keep pace with today’s dynamic and increasingly sophisticated cyber threat environment, SLT governments must take decisive steps to modernize their approach to cybersecurity, adopting security best practices and advancing toward [Zero Trust Architecture](#). The following strategic elements, therefore, are required to be included in Cybersecurity Plans and in individual projects:

- Implement multi-factor authentication;
- Implement enhanced logging;
- Data encryption for data at rest and in transit;
- End use of unsupported/end of life software and hardware that are accessible from the Internet;
- Prohibit use of known/fixed/default passwords and credentials;
- Ensure the ability to reconstitute systems (backups); and
- Migration to the .gov internet domain.

As individual government entities increase their cybersecurity maturity, implementing more advanced best practices, such as endpoint detection and response capabilities, as well as conducting regular penetration testing, will be recommended.

11. Performance Measures

Each grant recipient is required to collect data to allow DHS to measure performance of the awarded grant in support of the SLCGP metrics, which will be described in each Cybersecurity Plan.

The statute requires that “not later than one year after the date on which an eligible entity receives a grant...for the purpose of implementing [its] Cybersecurity Plan..., including an eligible entity that comprises a multi-entity group that receives a grant for that purpose, and annually thereafter until one year after the date on which funds from the grant are expended or returned, the eligible entity shall submit to the Secretary a report that, using the metrics described in the Cybersecurity Plan of the eligible entity, describes the progress of the eligible entity in:

- Implementing the Cybersecurity Plan;
- Reducing cybersecurity risks to, and identifying, responding to, and recovering from cybersecurity threats to, information systems owned or operated by, or on behalf of, the eligible entity or, if the eligible entity is a state, local governments within the jurisdiction of the eligible entity.”

If an eligible entity does not have a Cybersecurity Plan in place and receives an award, then the statute requires that not later than one year after the date on which the eligible entity receives a grant, and annually thereafter until one year after the date on which funds from the grant are expended or returned, the eligible entity shall submit to the Secretary a report describing how the eligible entity obligated and expended grant funds to:

- Develop or revise a Cybersecurity Plan; or
- Assist with activities that address imminent cybersecurity threats, as confirmed by the Secretary, acting through the CISA Director, to the information systems owned or operated by, or on behalf of, the eligible entity or a local government within the jurisdiction of the eligible entity.

In order to measure performance, DHS may request information throughout the period of performance. In its final performance report submitted at closeout, the recipient must submit sufficient information to demonstrate it has met the performance goals as stated in its award. DHS will measure the recipient’s performance of the grant by comparing the number of activities and projects needed and requested in its investment justification with the number of activities and projects acquired and delivered by the end of the period of performance using the following programmatic metrics:

- Percentage of entities with CISA approved state-wide Cybersecurity Plans
- Percentage of entities with statewide cybersecurity planning committees that meet the Homeland Security Act of 2002 and this SLCGP Notice of Funding Opportunity (NOFO) requirements
- Percentage of entities conducting annual table-top and full-scope exercises to test cybersecurity plans; Percent of the entities' SLCGP budget allocated to exercises; or Average dollar amount expended on exercise planning for entities

- Percentage of entities conducting an annual cyber risk assessment to identify cyber risk management gaps and areas for improvement
- Percentage of entities performing phishing training; Percent of entities conducting awareness campaigns; Percent of entities providing role-based cybersecurity awareness training to employees
- Percentage of entities adopting the Workforce Framework for Cybersecurity (NICE Framework) as evidenced by established workforce development and training plans
- Percentage of entities with capabilities to analyze network traffic and activities related to potential threats
- Percentage of entities implementing multi-factor authentication (MFA) for all remote access and privileged accounts
- Percentage of entities with programs to anticipate and discontinue use of end of life software and hardware
- Percentage of entities prohibiting the use of known/fixed/default passwords and credentials
- Percentage of entities operating under the “.gov” internet domain
- Number of cybersecurity gaps or issues addressed annually by entities

B. Federal Award Information

1. Available Funding for the NOFO: \$185 million

For FY 2022, DHS will award state and territorial funds based on baseline minimums and population as required by the Homeland Security Act of 2002, and described below.

Each state and territory will receive a baseline allocation using thresholds established in the Homeland Security Act of 2002. All 50 States, the District of Columbia, and the Commonwealth of Puerto Rico will receive a minimum of \$2,000,000 each, equaling 1% of total funds appropriated to DHS in FY 2022. Each of the four territories (American Samoa, Guam, the Northern Mariana Islands, and the U.S. Virgin Islands) will receive a minimum of \$500,000, equaling 0.25% of the total funds appropriated to DHS in FY 2022. \$90,500,000, 50% of the remaining amount will be apportioned based on the ratio that the population of each state or territory bears to the population of all states and territories. The remaining \$90,500,000, equaling the other 50% of the remaining amount, will be apportioned based on the ratio that the population of each state that resides in rural areas bears to the population of all states that resides in rural areas.

FY 2022 SLCGP Allocations

State/Territory	FY 2022 SLCGP Allocation
Alabama	\$3,848,596
Alaska	\$2,245,130
Arizona	\$3,336,349
Arkansas	\$3,162,746
California	\$7,981,997

State/Territory	FY 2022 SLCGP Allocation
Colorado	\$3,234,143
Connecticut	\$2,681,116
Delaware	\$2,224,803
District of Columbia	\$2,081,394
Florida	\$5,889,464
Georgia	\$4,877,389
Hawaii	\$2,243,739
Idaho	\$2,550,109
Illinois	\$4,404,622
Indiana	\$3,949,173
Iowa	\$3,073,518
Kansas	\$2,820,015
Kentucky	\$3,659,521
Louisiana	\$3,327,540
Maine	\$2,666,932
Maryland	\$3,214,008
Massachusetts	\$3,173,589
Michigan	\$4,777,219
Minnesota	\$3,606,482
Mississippi	\$3,274,355
Missouri	\$3,841,132
Montana	\$2,428,110
Nebraska	\$2,555,930
Nevada	\$2,488,375
New Hampshire	\$2,499,170
New Jersey	\$3,380,963
New Mexico	\$2,540,767
New York	\$5,813,554
North Carolina	\$5,362,452
North Dakota	\$2,287,118
Ohio	\$4,980,243
Oklahoma	\$3,294,613
Oregon	\$2,988,975
Pennsylvania	\$5,207,249
Rhode Island	\$2,190,484
South Carolina	\$3,661,568
South Dakota	\$2,341,978
Tennessee	\$4,244,182
Texas	\$8,469,945
Utah	\$2,619,397
Vermont	\$2,310,302
Virginia	\$4,292,938
Washington	\$3,667,735

State/Territory	FY 2022 SLCGP Allocation
West Virginia	\$2,764,988
Wisconsin	\$3,795,634
Wyoming	\$2,200,558
Puerto Rico	\$2,492,381
U.S. Virgin Islands	\$500,000
American Samoa	\$500,000
Guam	\$500,000
Northern Mariana Islands	\$500,000
Total	\$185,024,690

2. Projected Number of Awards: **56**
3. Period of Performance: **48 months**
Extensions to the period of performance are allowed. For additional information on period of performance extensions, please refer to Section H of this NOFO.

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

4. Projected Period of Performance Start Date(s): **Sept. 1, 2022**
5. Projected Period of Performance End Date(s): **Aug. 31, 2026**
6. Funding Instrument Type: **Grant**

C. Eligibility Information

1. Eligible 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 SLCGP funds. Accordingly, the Governor designated State Administrative Agency (SAA) is the only entity eligible to submit SLCGP applications to DHS/FEMA.

Although Tribes are not eligible to apply directly for SLCGP funding, they may be eligible subrecipients, and can receive SLCGP funding as a local government. Each individual SAA may determine whether and how much SLCGP funding to pass through to Tribal entities; DHS does not have the authority to mandate that a certain percentage of SLCGP funds are directed to Tribal governments. Additionally, \$6 million in funding will be directly available to Tribal entities under the forthcoming Tribal Cybersecurity Grant Program, which DHS expects to publish the NOFO in the fall of 2022.

“State” is defined in 6 U.S.C. § 101(17) to include the 50 states, District of Columbia, Commonwealth of Puerto Rico, U.S. Virgin Islands, Guam, American Samoa, and Commonwealth of the Northern Mariana Islands;

“Local government” is defined in 6 U.S.C. § 101(13) as

- A) A county, municipality, city, town, township, local public authority, school district, special district, intrastate district, council of governments, regional or interstate government entity, or agency or instrumentality of a local government;
- B) An Indian tribe or authorized tribal organization, or in Alaska a Native village or Alaska Regional Native Corporation; and
- C) A rural community, unincorporated town or village, or other public entity.

“Tribal government” for purposes of being an eligible entity for the Tribal Cybersecurity Grant Program is defined in 6 U.S.C. § 665g(1)(12) as the recognized governing body of any Indian or Alaska Native Tribe, band, nation, pueblo, village, community, component band, or component reservation, that is individually identified (including parenthetically) in the most recent published list of Federally Recognized Tribes.

In addition to applying as a single entity, an eligible entity under SLCGP (i.e., the SAA) may partner with one or more other eligible entities to form a multi-entity group. Members of multi-entity groups work together to address cybersecurity risks and cybersecurity threats to information systems within their jurisdictions. There is no limit to the number of participating entities in a multi-entity group. Local entities can be included in the project, but their respective eligible entity must also participate at some level (see Appendix D). There is no separate funding for multi-entity awards. Instead, they should be considered as group projects within their existing state or territory allocations. These projects should be included as individual Investment Justifications from each participating eligible entity, each approved by the respective Planning Committee and aligned with each respective eligible entity’s Cybersecurity Plan.

2. Applicant Eligibility Criteria

Applicants must be an eligible entity, meaning one of the 56 states and territories that are eligible for the program. One or more eligible entities may form a multi-entity group.

3. Other Eligibility Criteria

Cybersecurity Plan

To be eligible for FY 2022 SLCGP funding, each eligible entity is required to submit a Cybersecurity Plan that aligns with the criteria detailed in Appendix C.

The only exception is if an eligible entity certifies to the Secretary that:

- A. The activities that will be supported by a grant are:
 - 1. Integral to the development of the Cybersecurity Plan of the eligible entity; or
 - 2. Necessary to assist with activities that address imminent cybersecurity threats, as confirmed by the Secretary, acting through the CISA Director, to the information systems owned or operated by, or on behalf of, the eligible entity or

- a local government within the jurisdiction of the eligible entity; and
- B. The eligible entity will submit to the Secretary a Cybersecurity Plan for review by September 30, 2023.

Note that for multi-entity groups, in order to be eligible for an award, all eligible entities within the multi-entity group must already have a Cybersecurity Plan in place; multi-entity groups are not eligible for awards to develop a Cybersecurity Plan. *See* 6 U.S.C. § 665g(f), (i)(3).

Cybersecurity Planning Committee

To be eligible for FY 2022 SLCGP funding, each eligible entity is required to establish a Cybersecurity Planning Committee comprised of the members summarized in Appendix B.

4. Cost Share or Match

Eligible entities, if applying as a single applicant, must meet a 10% cost share requirement for the FY 2022 SLCGP. The recipient contribution can be cash (hard match) or third-party in-kind (soft match). Eligible applicants shall agree to make available non-federal funds to carry out an SLCGP award in an amount not less than 10% of activities under the award. For FY 2022, in accordance with 48 U.S.C. § 1469a, cost share requirements **are waived for the insular areas** of the U.S. territories of American Samoa, Guam, the U.S. Virgin Islands, and the Commonwealth of the Northern Mariana Islands.

DHS/FEMA administers cost-matching requirements in accordance with 2 C.F.R. § 200.306. To meet matching requirements, the recipient contributions must be verifiable, reasonable, allocable and necessary, and otherwise allowable under the grant program, and in compliance with all applicable federal requirements and regulations. Unless otherwise authorized by law, the non-federal cost share requirement cannot be matched with other federal funds.

For example, if the federal award were at a 90% cost share and the total approved budget cost was \$100,000, then:

- Federal share is 90% of \$100,000 = \$90,000
- Recipient share is 10% of \$100,000 = \$10,000

However, with this example, if the total cost ended up being \$120,000, the federal share would remain at \$90,000 due to the statutory formula even if it means the federal share ends up being lower than 90%. Any cost overruns will not be matched by this grant program and will be incurred by the recipient. With this example, if the total cost ended up being \$80,000, then the 90% federal share would decrease to \$72,000, and the recipient cost share would be \$8,000.

Additionally, by statute, the cost share applies to each individual activity funded by the grant award rather than just to the cumulative total. Recipients must ensure that each activity's cost share is met. DHS interprets "activity" to mean all items approved as part of a submitted "Project Worksheet."

For a multi-entity group project, a cost share or cost match is not required for the FY 2022 SLCGP. For more information about multi-entity group projects, please refer to Appendix D.

The Secretary of Homeland Security may waive or modify the non-federal share for an individual entity if the entity demonstrates economic hardship. Additional information about the eligibility criteria for a cost share waiver, as well as how to submit a request for a cost share waiver from DHS is included in Appendix H.

D. Application and Submission Information

1. Key Dates and Times

- a. *Application Start Date:*** 09/16/2022
- b. *Application Submission Deadline:*** 11/15/2022 at 5 p.m. ET

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

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

DHS will not review applications that are received after the deadline or consider these late applications for funding. DHS 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 DHS to make an award.

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

A list of FEMA contacts can be found in Section G of this NOFO, “DHS Awarding Agency Contact Information.” For additional assistance using the ND Grants System, please contact the ND Grants Service Desk at (800) 865-4076 or NDGrants@fema.dhs.gov. The ND Grants Service Desk is available Monday through Friday, 9 a.m. – 6 p.m. ET. If applicants have programmatic or grants management questions or concerns, please contact the Centralized Scheduling and Information Desk (CSID) by phone at (800) 368-6498 or by e-mail at askesid@fema.dhs.gov, Monday through Friday, 9 a.m. – 5 p.m. ET.

- c. *Anticipated Funding Selection Date:*** No later than 11/30/2022

d. **Anticipated Award Date:** No later than 12/31/2022

e. **Other Key Dates:**

Event	Suggested Deadline for Completion
Obtaining Unique Entity Identifier (UEI) Number	Four weeks before actual submission deadline
Obtaining a valid Employer Identification Number (EIN)	Four weeks before actual submission deadline
Creating an account with login.gov	Four weeks before actual submission deadline
Registering in SAM or updating SAM registration	Four weeks before actual submission deadline
Registering in Grants.gov	Four weeks before actual submission deadline
Registering in ND Grants	Four weeks before actual submission deadline
Starting application in Grants.gov	One week before actual submission deadline
Submitting the final application in ND Grants	By the submission deadline

2. Agreeing to Terms and Conditions of the Award

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

3. Address to Request Application Package

Initial applications are processed through the [Grants.gov](http://www.grants.gov) portal. Final applications are completed and submitted through FEMA's Non-Disaster Grants (ND Grants) System. Application forms and instructions are available at Grants.gov. To access these materials, go to <http://www.grants.gov>, select "Applicants" then "Apply for Grants". In order to obtain the application package, select "Download a Grant Application Package". Enter the Assistance Listing (formerly CFDA) and/or the funding opportunity number located on the cover of the program's NOFO, select "Download Package," and then follow the prompts to download the application package. In addition, the following Telephone Device for the Deaf (TDD) and/or Federal Information Relay Service (FIRS) number available for this Notice and all relevant NOFO is (800) 462-7585.

4. 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 Unique Entity Identifier (UEI) number from SAM.gov 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;
- d. Register for, update, or verify their SAM account and ensure the account is active before submitting the application;
- e. Create a Grants.gov account;
- f. Add a profile to a Grants.gov account;
- g. Establish an Authorized Organizational Representative (AOR) in Grants.gov;
- h. Register in ND Grants
- i. Submit an initial application in Grants.gov;
- j. Submit the final application in ND Grants, including electronically signing applicable forms; and**
- k. 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.

Specific instructions on how to apply for, update, or verify a UEI number or SAM registration or establish an AOR are included below in the steps for applying through Grants.gov.

Applicants are advised that DHS 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 DHS 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, DHS may determine that the applicant is not qualified to receive a federal award and use that determination as a basis for making a federal award to another applicant.

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

5. Electronic Delivery

DHS is participating in the Grants.gov initiative to provide the grant community with a single site to find and apply for grant funding opportunities. DHS encourages or requires applicants

to submit their applications online through Grants.gov, depending on the funding opportunity.

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

6. How to Register to Apply through Grants.gov

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, an active SAM registration and Grants.gov account to apply for grants.

Organizations must also have a Grants.gov account to apply for an award under this program. Creating a Grants.gov account can be completed online in minutes, but DUNS and SAM registrations may take several weeks. Therefore, an organization's registration should be done in sufficient time to ensure it does not impact the entity's ability to meet required application submission deadlines. Complete organization instructions can be found on Grants.gov here: <https://www.grants.gov/web/grants/applicants/organization-registration.html>.

If individual applicants are eligible to apply for this grant funding opportunity, refer to:

b. *Obtain an UEI Number:*

All entities applying for funding, including renewal funding, prior to April 4, 2022, 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.

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.

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 organizations applying online through Grants.gov must register with SAM. Failure to register with SAM will prevent your organization from applying through Grants.gov. SAM registration must be renewed annually.

For more detailed instructions for registering with SAM, refer to:

<https://www.grants.gov/web/grants/applicants/organization-registration/step-2-register-with-sam.html>.

Note: As a new requirement 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 a UEI number, if applicable, 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 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. *Create a Grants.gov Account:*

The next step in the registration process is to create an account with Grants.gov. If applicable, applicants must know their organization's DUNS number to complete this process.

For more information, follow the on-screen instructions or refer to:

<https://www.grants.gov/web/grants/applicants/registration.html>.

See also Section D.8 in this NOFO, "Submitting the Final Application in ND Grants," for instructions on how to register early in ND Grants.

g. *Add a Profile to a Grants.gov Account:*

A profile in Grants.gov corresponds to a single applicant organization the user represents (i.e., an applicant) or an individual applicant. If you work for or consult with multiple organizations and have a profile for each, you may log in to one Grants.gov account to access all of your grant applications. To add an organizational profile to your Grants.gov account, if applicable, enter the DUNS number for the organization in the UEI field while adding a profile.

For more detailed instructions about creating a profile on Grants.gov, refer to:

<https://www.grants.gov/web/grants/applicants/registration/add-profile.html>.

h. *EBiz POC Authorized Profile Roles:*

After you register with Grants.gov and create an Organization Applicant Profile, the organization applicant's request for Grants.gov roles and access are sent to the EBiz POC. The EBiz POC will then log in to Grants.gov and authorize the appropriate roles, which may include the Authorized Organization Representative (AOR) role, thereby giving you permission to complete and submit applications on behalf of the organization. You will be able to submit your application online any time after you have been assigned the AOR role.

For more detailed instructions about creating a profile on Grants.gov, refer to:

<https://www.grants.gov/web/grants/applicants/registration/authorize-roles.html>.

i. *Track Role Status:*

To track your role request, refer to:

<https://www.grants.gov/web/grants/applicants/registration/track-role-status.html>.

j. *Electronic Signature:*

When applications are submitted through Grants.gov, the name of the organization applicant with the AOR role that submitted the application is inserted into the signature line of the application, serving as the electronic signature. The EBiz POC **must** authorize individuals who are able to make legally binding commitments on behalf of the organization as an AOR; **this step is often missed, and it is crucial for valid and timely submissions.**

7. *How to Submit an Initial Application to DHS via Grants.gov*

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

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

In Grants.gov, applicants need to submit the following forms:

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

Below is an overview of applying on Grants.gov. For access to complete instructions on how to apply for opportunities using Workspace, refer to:

<https://www.grants.gov/web/grants/applicants/workspace-overview.html>

a. *Create a Workspace:*

Creating a workspace allows you to complete it online and route it through your organization for review before submitting.

b. *Complete a Workspace:*

Add participants to the workspace to work on the application together, complete all the required forms online or by downloading PDF versions, and check for errors before submission.

c. *Adobe Reader:*

If you decide not to apply by filling out webforms you can download individual PDF forms in Workspace so that they will appear similar to other Standard or DHS forms. The individual PDF forms can be downloaded and saved to your local device storage, network drive(s), or external drives, then accessed through Adobe Reader.

NOTE: Visit the Adobe Software Compatibility page on Grants.gov to download the appropriate version of the software at: <https://www.grants.gov/web/grants/applicants/adobe-software-compatibility.html>

d. *Mandatory Fields in Forms:*

In the forms, you will note fields marked with an asterisk and a different background color. These fields are mandatory fields that must be completed to successfully submit your application.

e. *Complete SF-424 Fields First:*

The forms are designed to fill in common required fields across other forms, such as the applicant name, address, and UEI number. To trigger this feature, an applicant must complete the SF-424 information first. Once it is completed, the information will transfer to the other forms.

f. *Submit a Workspace:*

An application may be submitted through workspace by clicking the “Sign and Submit” button on the Manage Workspace page, under the Forms tab. Grants.gov recommends submitting your application package at least 24-48 hours prior to the close date to provide you with time to correct any potential technical issues that may disrupt the application submission.

g. *Track a Workspace:*

After successfully submitting a workspace package, a Grants.gov Tracking Number (GRANTXXXXXXXX) is automatically assigned to the application. The number will be listed on the confirmation page that is generated after submission. Using the tracking number, access the Track My Application page under the Applicants tab or the Details tab in the submitted workspace.

h. *Additional Training and Applicant Support:*

For additional training resources, including video tutorials, refer to:

<https://www.grants.gov/web/grants/applicants/applicant-training.html>

Grants.gov provides applicants 24/7 (except federal holidays) support via the toll-free number (800) 518-4726, email at support@grants.gov and the website at

<https://www.grants.gov/support.html>. For questions related to the specific grant opportunity, contact the number listed in the application package of the grant you are applying for.

If you are experiencing difficulties with your submission, it is best to call the Grants.gov Support Center and get a ticket number. The Support Center ticket number will assist FEMA with tracking your issue and understanding background information on the issue.

8. *Submitting the Final Application in ND Grants*

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

Applicants needing assistance registering for the ND Grants system should contact ndgrants@fema.dhs.gov or (800) 865-4076. For step-by-step directions on using the ND Grants system and other guides, please see <https://www.fema.gov/grants/guidance-tools/non-disaster-grants-management-system>.

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

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

9. Timely Receipt Requirements and Proof of Timely Submission

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

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

10. Content and Form of Application Submission

a. *Standard Required Application Forms and Information*

The following forms or information are required to be submitted in either Grants.gov or ND Grants. The Standard Forms (SF) are submitted either through Grants.gov, through forms generated in ND Grants, or as an attachment in ND Grants. Applicants may also access the SFs at <https://www.grants.gov/web/grants/forms/sf-424-family.html>.

I. GRANTS.GOV

- **SF-424, Application for Federal Assistance**, initial application submitted through Grants.gov; and
- **Grants.gov Lobbying Form, Certification Regarding Lobbying**, submitted through Grants.gov.

II. ND GRANTS

- **SF-424A, Budget Information (Non-Construction)**, submitted via the forms generated by ND Grants;
- **SF-424B, Standard Assurances (Non-Construction)**, submitted via the forms generated by ND Grants;
- **SF-LLL, Disclosure of Lobbying Activities**, submitted via the forms generated by ND Grants; and
- **Indirect Cost Agreement or Proposal**, submitted as an attachment in ND Grants if the budget includes indirect costs and the applicant is required to have an indirect cost rate agreement or proposal. If the applicant does not have or is not required to have an indirect cost rate agreement or proposal, please see Section D.13 of this NOFO, “Funding

Restrictions and Allowable Costs,” for further information regarding allowability of indirect costs and whether alternatives to an indirect cost rate agreement or proposal might be available or contact the relevant FEMA staff identified in Section G of this NOFO, “DHS Awarding Agency Contact Information” for further instructions.

b. *Program-Specific Required Forms and Information*

The following program-specific forms or information are required to be submitted in ND Grants as attachments:

- **SLCGP Investment Justifications:** Each eligible entity is required to submit complete project-level information detailing how the program objectives and goals will be met to develop, implement, or revise its Cybersecurity Plan; establish a Cybersecurity Planning Committee; conduct assessments and evaluations; and adopt key cybersecurity best practices. For more information on the Investment Justification, please refer to Appendix F. The FY 2022 Investment Justification must include the following information:
 - Only one application will be submitted by the eligible entity. It must include a brief description of the capabilities of the SLT agencies across the eligible entity related to the required elements of the Cybersecurity Plan.
 - The application will consist of up to four investments, one for each SLCGP objective (See Appendix F for more information on the goal and objectives).
 - Investments for SLCGP Objectives 1, 2, and 3 must have at least one project. Investments for SLCGP Objective 4 are optional for the FY 2022 SLCGP; however, it is important to note that identifying and mitigating gaps in the cybersecurity workforce, enhancing recruitment and retention efforts, and bolstering the knowledge, skills, and abilities of personnel are still statutory requirements for Cybersecurity Plans to address even if the eligible entity does not use grant funds to carry this out.
 - Requests to use funding to address imminent cybersecurity threats must be addressed in the Investment Justification (IJ) for Objective 3.
 - Each investment must describe how each project aligns to the entity’s Cybersecurity Plan if applying for a grant to implement or revise the Cybersecurity Plan, or will align with the entity’s Cybersecurity Plan if applying for a grant to develop a Cybersecurity Plan. Applicants must also describe how implementing the plan will be measured (metrics).
 - Each project must include an explanation of how the proposed project(s) will achieve the program objectives as identified in Appendix C. A project schedule with clearly defined milestones must also be included.
- **Cybersecurity Plan:** Each eligible entity is required to submit its Cybersecurity Plan that adheres to the 16 required elements identified in section 2220A of the Homeland Security Act of 2002 as amended by the BIL and included in Appendix C of this NOFO unless the eligible entity is applying for funds to develop a Cybersecurity Plan as described more below. The Cybersecurity Plan must include a description of SLT roles, an assessment of capabilities for each element, address resources and timeline for implementing the Plan, and identify metrics. SLT governments are encouraged to take a holistic approach in the development of their Plan as entities must be able to sustain capabilities once SLCGP funds are no longer available. The role of state entities as coordinator and service provider to local entities should be encouraged and supported.

For more information on the Cybersecurity Plan, please refer to Appendix C.

- **Cybersecurity Planning Committee Membership List:** The Cybersecurity Planning Committee should be seen as a platform to identify and then prioritize state-wide efforts, to include identifying opportunities to consolidate projects to increase efficiencies. Each eligible entity is required to submit confirmation that the committee is comprised of the required representatives. The eligible entity must also confirm that at least one-half of the representatives of the committee have professional experience relating to cybersecurity or information technology. For more information on the composition of the Cybersecurity Planning Committee, including how to leverage existing planning committees, please refer to Appendix B.
- **Cybersecurity Planning Committee Charter:** The Cybersecurity Planning Committee Charter must be submitted with the Cybersecurity Planning Committee Membership List attached as specified in Appendix B.
- **Cybersecurity Plan Submission Exception Request** (if applicable)
 - Applicants may request an exception to submitting their Cybersecurity Plan at the time of application. The exception request must be supported by the Chief Information Officer (CIO), Chief Information Security Officer (CISO), or equivalent official.
 - If an exception is requested, SLCGP funds can only initially be used for activities that are integral to the development of the Cybersecurity Plan or are necessary to assist with activities that address imminent cybersecurity threats. Activities integral to the development of a Cybersecurity Plan are limited to investments and projects aligned to Objective 1 and Objective 2. Activities to address imminent cybersecurity threats are limited to investments and projects aligned to Objective 3.
 - **The eligible entity must also include a certification**, either as a separate document or as part of the applicable IJ(s), that all activities funded by the grant are integral to the development of the Cybersecurity Plan or are necessary to assist with activities that address imminent cybersecurity threats, as confirmed by the Secretary, acting through the CISA Director, to the information systems owned or operated by, or on behalf of, the eligible entity or a local government within the jurisdiction of the eligible entity. If grant funding is necessary to assist with activities that address imminent cybersecurity threats, then that should be noted on the applicable IJ.
 - Recipients seeking funding to develop a Cybersecurity Plan must still submit IJs for Objectives 1, 2, and 3, noting that they will need to be updated once the Cybersecurity Plan is completed and approved. It is still optional to submit an IJ for Objective 4.
 - Once the Cybersecurity Plan is completed and approved by the Cybersecurity Planning Committee and CIO, CISO, or equivalent official, the applicant must then submit updated IJs for Objectives 1, 2, and 3, along with an updated IJ for Objective 4 if one was previously submitted, to DHS with the approved Cybersecurity Plan by September 30, 2023.

The following is required to request an exception:

- Statement from the applicant as to why they do not have an approved Cybersecurity

- Plan;
- High-level plan, including dates and milestones, for completing and submitting the Plan to DHS; and
- Signatures of support from the eligible entity and CIO, CISO, or equivalent official.

11. Intergovernmental Review

An intergovernmental review may be required. Applicants must contact their state's Single Point of Contact (SPOC) to comply with the state's process under Executive Order 12372 (See <https://www.archives.gov/federal-register/codification/executive-order/12372.html>; <https://www.whitehouse.gov/wp-content/uploads/2020/04/SPOC-4-13-20.pdf>).

12. Funding Restrictions and Allowable Costs

All costs charged to awards covered by this NOFO must comply with the Uniform Administrative Requirements, Cost Principles, and Audit Requirements at 2 C.F.R. Part 200, unless otherwise indicated in the NOFO or the terms and conditions of the award. 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 DHS awards under this program is the same as the period of performance).

In general, the Cost Principles establish standards for the allowability of costs, provide detailed guidance on the cost accounting treatment of costs as direct or administrative costs, and set forth allowability principles for selected items of cost. More specifically, except as otherwise stated in this NOFO, the terms and condition of an award, or other program materials, costs charged to awards covered by this NOFO must be consistent with the Cost Principles for Federal Awards located at 2 C.F.R. Part 200, Subpart E. In order to be allowable, all costs charged to a DHS award or applied to the cost share must be reasonable in nature and amount and allocable to the particular DHS award.

Additionally, all costs charged to awards must comply with the grant program's applicable statutes, policies, requirements in this NOFO as well as with the terms and conditions of the award. If DHS staff identify costs that are inconsistent with any of these requirements, these costs may be disallowed, and DHS may recover funds as appropriate, consistent with applicable laws, regulations, and policies.

As part of these requirements, grant recipients and subrecipients may only use federal funds or funds applied to a cost share for the purposes set forth in this NOFO and the terms and conditions of the award, and those costs must be consistent with the statutory authority for the award.

Grant funds may not be used for matching funds for other federal grants/cooperative agreements, lobbying, or intervention in federal regulatory or adjudicatory proceedings. In addition, federal funds may not be used to sue the federal government or any other government entity.

Specific investments made in support of the funding priorities discussed in this NOFO generally fall into one of the following seven allowable expense categories:

- Planning;
- Equipment;
- Exercises;
- Management & Administration (M&A);
- Organization; and
- Training.

In addition, any entity that receives FY 2022 SLCGP funding may not use the grant:

- To supplant state or local funds; however, this shall not be construed to prohibit the use of funds from a grant under this NOFO for otherwise permissible uses on the basis that the SLT has previously used SLT funds to support the same or similar uses;
- For any recipient cost-sharing contribution;
- To pay a ransom;
- For recreational or social purposes;
- To pay for cybersecurity insurance premiums;
- To acquire land or to construct, remodel, or perform alternations of buildings or other physical facilities; or
- For any purpose that does not address cybersecurity risks or cybersecurity threats on information systems owned or operated by, or on behalf of, the eligible entity that receives the grant or a local government within the jurisdiction of the eligible entity.

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

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

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

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

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

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

I. REPLACEMENT EQUIPMENT AND SERVICES

FEMA grant funding may be permitted to procure replacement equipment and services impacted by this prohibition, provided the costs are otherwise consistent with the requirements of the NOFO.

II. DEFINITIONS

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

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

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

b. Pre-Award Costs

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*

Management and administration (M&A) activities are allowable under this program. M&A activities are those directly relating to the management and administration of SLCGP funds, such as financial management and monitoring. A maximum of up to five percent of SLCGP funds awarded may be retained by the state, and any funds retained are to be used solely for M&A purposes associated with the SLCGP award.

Subrecipients may also retain a maximum of up to five percent of the funding passed through by the state solely for M&A purposes associated with the SLCGP award.

While the eligible entity may retain up to five percent of this total for M&A, the state must still ensure that all subrecipient award amounts meet the mandatory minimum pass-through requirements that are applicable to SLCGP. To meet this requirement, the percentage of funds passed through to local or tribal jurisdictions must be based on the state's total SLCGP award prior to withholding any M&A.

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

Indirect costs are allowable under this program as described in 2 C.F.R. Part 200, including 2 C.F.R. § 200.414. Applicants with a current negotiated indirect cost rate agreement that desire to charge indirect costs to an award must provide a copy of their negotiated indirect cost rate agreement at the time of application. Not all applicants are required to have a current negotiated indirect cost rate agreement. Applicants that are not required by 2 C.F.R. Part 200 to have a negotiated indirect cost rate agreement but are required by 2 C.F.R. Part 200 to develop an indirect cost rate proposal must provide a copy of their proposal at the time of application. Applicants who do not have a current negotiated indirect cost rate agreement (including a provisional rate) and wish to charge the de minimis rate must reach out to the FEMA Grants Management Specialist for further instructions. Applicants who wish to use a cost allocation plan in lieu of an indirect cost rate must also reach out to the FEMA Grants Management Specialist for further instructions. Post-award requests to charge indirect costs will be considered on a case-by-case basis and based upon the submission of an agreement or proposal as discussed above or based upon on the de minimis rate or cost allocation plan, as applicable.

e. *Other Direct Costs*

Funding guidelines established within this section support the development, updating, and implementing a cybersecurity plan. Allowable investments made in support of this goal must fall into the categories of planning, organization, exercises, training, or equipment, aligned to closing capability gaps or sustaining capabilities.

I. PLANNING

Planning costs are allowable under this program. SLCGP funds may be used for a range of planning activities, such as those associated with the development, review, and revision of the holistic, entity-wide cybersecurity plan and other planning activities that support the program goals and objectives and Cybersecurity Planning Committee requirements.

II. ORGANIZATION

Organization costs are allowable under this program. States must justify proposed expenditures of SLCGP funds to support organization activities within their IJ submission. Organizational activities include:

- Program management;
- Development of whole community partnerships that support the Cybersecurity Planning Committee;
- Structures and mechanisms for information sharing between the public and private sector; and
- Operational support.

Personnel hiring, overtime, and backfill expenses are permitted under this grant to perform allowable SLCGP planning, organization, training, exercise, and equipment activities. Personnel expenses may include, but are not limited to training and exercise coordinators, program managers and planners, and cybersecurity navigators. The grant recipient must demonstrate that the personnel will be sustainable.

III. EQUIPMENT

Equipment costs are allowable under this program. SLCGP equipment is intended to be used to address cybersecurity risks and cybersecurity threats to information systems owned or operated by, or on behalf of, state and local governments.

Unless otherwise stated, all equipment must meet all applicable statutory, regulatory, and DHS standards to be eligible for purchase using these funds. Please refer to FEMA's [Authorized Equipment List | FEMA.gov](#). 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 [SAFECOM Guidance](#) recommendations. Such investments must be coordinated with the Statewide Inoperability Coordinator (SWIC) and the State Interoperability Governing Body (SIGB) to ensure interoperability and long-term compatibility.

SLCGP funds may be used to purchase maintenance contracts or agreements, warranty coverage, licenses, and user fees in support of a system or equipment. These contracts may exceed the period of performance if they are purchased incidental to the original purchase of the system or equipment as long as the original purchase of the system or equipment is consistent with that which is typically provided for, or available through, these types of agreements, warranties, or contracts. When purchasing a stand-alone warranty or extending an existing maintenance contract on an already-owned piece of equipment system, coverage purchased may not exceed the period of performance of the award used to purchase the maintenance agreement or warranty, and it may only cover equipment purchased with SLCGP funds or for equipment dedicated for SLCGP-related purposes. As with warranties and maintenance agreements, this extends to licenses and user fees as well.

The use of SLCGP grant funds for maintenance contracts, warranties, repair or replacement costs, upgrades, and user fees are allowable, unless otherwise noted. Except for maintenance

plans or extended warranties purchased incidental to the original purchase of the equipment, the period covered by maintenance or warranty plan must not exceed the POP of the specific grant funds used to purchase the plan or warranty.

IV. TRAINING

Training costs are allowable under this program. Allowable training-related costs under SLCGP include the establishment, support, conduct, and attendance of training and/or in conjunction with training by other federal agencies. Training conducted using SLCGP funds should align to the eligible entity's Cybersecurity Plan and address a performance gap identified through assessments and contribute to building a capability that will be evaluated through a formal exercise. Any training or training gaps, including training related to underserved communities that may be more impacted by disasters, 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, should be identified in an assessment and addressed in the eligible entity's training cycle. Recipients are encouraged to use existing training rather than developing new courses. When developing new courses, recipients are encouraged to apply the Analyze, Design, Develop, Implement, and Evaluate (ADDIE) model of instructional design.

Recipients are also encouraged to utilize FEMA's National Preparedness Course Catalog. Trainings include programs or courses developed for and delivered by institutions and organizations funded by FEMA. This includes the Center for Domestic Preparedness (CDP), the Emergency Management Institute (EMI), and FEMA's Training Partner Programs, including the Continuing Training Grants (CTG), the National Domestic Preparedness Consortium (NDPC), the Rural Domestic Preparedness Consortium (RDPC), and other partners.

The catalog features a wide range of course topics in multiple delivery modes to meet FEMA's mission scope as well as the increasing training needs of federal, state, local, territorial, and tribal audiences. The catalog can be accessed at <http://www.firstrespondertraining.gov>.

Some training activities require Environmental and Historic Preservation (EHP) Review, including exercises, drills, or trainings that require any type of land, water, or vegetation disturbance or building of temporary structures or that are not located at facilities designed to conduct training and exercises. Additional information on training requirements and EHP review can be found online at <https://www.fema.gov/media-library/assets/documents/90195>.

V. EXERCISES

Exercise costs are allowable under this program. Exercises conducted with grant funding should be managed and conducted consistent with Homeland Security Exercise and Evaluation Program (HSEEP). HSEEP guidance for exercise design, development, conduct, evaluation, and improvement planning is located at <https://www.fema.gov/emergency-managers/national-preparedness/exercises/hseep>.

Some exercise activities require EHP review, including exercises, drills, or trainings that require any type of land, water, or vegetation disturbance or building of temporary structures or that are not located at facilities designed to conduct training and exercises. Additional information on training requirements and EHP review can be found online at <https://www.fema.gov/media-library/assets/documents/90195>.

E. Application Review Information

1. Application Evaluation Criteria

a. *Programmatic Criteria*

DHS/FEMA will evaluate the FY 2022 SLCGP applications for completeness and applicant eligibility. DHS/CISA will evaluate the FY 2022 SLCGP applications for adherence to programmatic guidelines, and anticipated effectiveness of the proposed investments. The review will include verification of the following elements:

- Establishment of and composition of the Planning Committee;
- Cybersecurity Plan(s) or request for exception; and
- Proposed projects that are consistent with the Cybersecurity Plan(s), or will be consistent with the Cybersecurity Plan if requesting a grant to develop a Plan, and SLCGP program objectives and requirements.

In addition to the above, DHS/CISA 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 four-year period of performance. DHS will use the information provided in the application and after the submission of the first Program Performance Report (PPR) to determine the feasibility and effectiveness of a grant project.

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 the applicant is suspended or debarred. FEMA may also pose additional questions to the applicant to aid in conducting the pre-award risk review. Therefore, application evaluation criteria may include the following risk-based considerations of the applicant:

- 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 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

FEMA will follow all applicable statutes, rules, and requirements and will take into consideration materials accompanying BIL and annual appropriations acts, such as the Joint Explanatory Statement, as appropriate, in reviewing and determining recipient eligibility.

All proposed investments will undergo a federal review by FEMA and CISA to verify compliance with all administrative and eligibility criteria identified in the NOFO. The federal review for compliance will be conducted by FEMA. FEMA will use a checklist to verify compliance with all administrative and eligibility criteria identified in the NOFO.

Applicants must demonstrate how investments support closing capability gaps or sustaining capabilities. DHS will review IJs at both the investment and project level. The following criteria will be applied to the review of projects:

- Clarity: Sufficient detail to understand what the project is intending to do with grant dollars. (Yes/No)
- Logical/Project Alignment: Alignment with the stated SLCGP objectives and the applicant's Cybersecurity Plan or with the development of a Cybersecurity Plan. (Yes/No)
- Reasonableness: Costs for the items/services outlined within the project description are reasonable. Execution within the period of performance is feasible. (Yes/No)

Projects rated as effective or promising are approved. If an exception request from the FY 2022 Cybersecurity Plan submission requirement was submitted, SLCGP funds can only initially be used for activities that are integral to the development of the Cybersecurity Plan or to assist with activities that address imminent cybersecurity threats. This is limited to investments and projects aligned to Objective 1 and Objective 2.

In addition, investments with emergency communications activities will be reviewed to verify compliance with SAFECOM Guidance. FEMA and CISA will coordinate directly with the recipient on any compliance concerns and will provide technical assistance as necessary to help ensure full compliance.

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 as well as any specific terms and conditions in the Notice of Award to receive an award under this program.**

Notification of award approval is made through the ND Grants system through an automatic electronic mail to the recipient's authorized official listed in the initial application. The recipient should follow the directions in the notification to confirm acceptance of the award.

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 or provide a notice of intent to decline through the ND Grants system. For instructions on how to accept or decline an award in the ND Grants system, please see the ND Grants Grant Recipient User Guide, which is available at <https://www.fema.gov/grants/guidance-tools/non-disaster-grants-management-system> along with other ND Grants materials.

Funds will remain on hold until the recipient accepts the award through the ND Grants 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 60-day timeframe may result in a loss of funds.

2. Pass-Through Requirements

a. *Generally*

The eligible entity or multi-entity group must pass through at least 80 percent of the federal funds provided under the grant to local governments, including rural areas, within the jurisdiction of the eligible entity or multi-entity group.

Four requirements must be met to pass-through grant funds:

- The eligible entity must make a firm written commitment to passing through grant funds or equivalent services to subrecipients;
- The eligible entity's commitment must be unconditional (i.e., no contingencies for the availability of eligible entity 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.

The signatory authority of the eligible entity 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; after the funds have been distributed, the SAA must self-certify, on behalf of the state, that the pass-through requirements have been met.

b. *Rural Area Pass-Through*

As part of the local government pass through requirement, in obligating funds, items,

services, capabilities, or activities to local governments, each eligible entity or multi-entity group is required to pass through at least 25% of the federal funds provided under the grant to rural areas. Per the Homeland Security Act of 2002, a rural area is defined in 49 U.S.C. § 5302 as an area encompassing a population of less than 50,000 people that has not been designated in the most recent decennial census as an “urbanized area” by the Secretary of Commerce.

The eligible entity or multi-entity group may either pass through 25% of the federal funds provided under the grant; items, services, capabilities, or activities having a value of at least 25% of the federal funds provided under the grant; or grant funds combined with other items, services, capabilities, or activities that have a total value of at least 25% of the federal funds provided under the grant.

Because the pass-through to rural entities is part of the overall 80% pass-through requirement to local governments, the eligible entity or multi-entity must obtain the consent of local governments if intending to pass through items, services, capabilities, or activities to rural areas in lieu of funding in order to count that value as part of the overall 80% pass-through requirement. *See* 6 U.S.C. §665g(n)(2)(A)-(B).

The same four criteria for pass-through to local governments also applies to the pass-through to rural areas within those local governments.

c. *Exceptions*

The local government pass-through requirement, including the rural area pass-through requirement, does not apply to:

- Grants awarded solely to support activities integral to the development or revision of the Cybersecurity Plan of the eligible entity; or
- The District of Columbia, the Commonwealth of Puerto Rico, American Samoa, the Commonwealth of the Northern Mariana Islands, Guam, the United States Virgin Islands, or a Tribal government.

d. *Timing*

The eligible entity must pass-through at least 80% of the funds awarded under the SLCGP to local governments, including at least 25% to rural areas, within 45 calendar days of receipt of the funds. “Receipt of the funds” occurs either when the eligible entity accepts the award or 15 calendar days after the eligible entity receives notice of the award, whichever is earlier.

Eligible entities are sent notification of SLCGP awards via the ND Grants system. If an eligible entity accepts its award within 15 calendar days of receiving notice of the award in the ND Grants system, the 45-calendar days pass-through period will start on the date the eligible entity accepted the award. Should an eligible entity not accept the SLCGP award within 15 calendar days of receiving notice of the award in the ND Grants system, the 45-calendar days pass-through period will begin 15 calendar days after the award notification is sent to the eligible entity via the ND Grants system.

It is important to note that the period of performance start date does not directly affect the

start of the 45-calendar day pass-through period. For example, an eligible entity may receive notice of the SLCGP award on September 20, 2022, while the period of performance dates for that award are October 1, 2022, through September 30, 2025. In this example, the 45-day pass-through period will begin on the date the eligible entity accepts the SLCGP award or October 5, 2022 (15 calendar days after the eligible entity was notified of the award), whichever date occurs first. The period of performance start date of October 1, 2022 would not affect the timing of meeting the 45-calendar day pass-through requirement.

e. *Other Guidance and Requirements for Passing Through Items, Services, Capabilities, or Activities in Lieu of Funding*

The signatory authority of the eligible entity 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.

If a state wishes to pass through items, services, capabilities, or activities on a state-wide basis to all local governments and rural areas in lieu of funding, DHS recommends consulting with applicable municipal, city, county, rural area, or other local government councils or associations within the state to gauge the level of interest in and obtain consent to receive these in lieu of funding. DHS also recommends including these councils or associations in the Cybersecurity Planning Committees. States should also inform local governments, including rural areas, that by signing up for state-wide items, services, capabilities, or activities, that they are providing consent to receive these in lieu of funding.

States must still engage individual local governments as applicable to obtain consent where the state wants to pass through items, services, capabilities, or activities to a particular local government or rural area in lieu of funding. Consent can be given at individual local or tribal units of government, and does not have to be for all local governments within the state. If an individual unit of government does not consent to having the state retain a portion of funding, then the state must still pass-through funding to that local government, provided that entity has an approved project as part of the approved Cybersecurity Plan to utilize the funds.

In order for the SAA to retain more than 20% of SLCGP funds, the following conditions must be met:

- Must be for expenditures made by the state on behalf of the local or tribal government; and
- Must have written consent of the local or tribal government, specifying the amount of funds to be retained and the intended use of funds.

In providing these in lieu of funding, states must still ensure they are passing through an amount equal to at least 80% of the federal funding to local governments, including at least 25% to rural areas, within 45 days. The letter certifying the pass-through requirements have been met must indicate whether the state is passing through items, services, capabilities, or activities in lieu of funding as well as identify the consent it obtained from local governments. These decisions must also be documented in accordance with the Cybersecurity Planning Committee's Charter. For further information on Cybersecurity

Planning Committee requirements, see Appendix B.

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.

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.

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.

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*

As a federal agency, FEMA is required to consider the effects of its actions on the environment and historic properties to ensure that all activities and programs funded by FEMA, including grant-funded projects, comply with federal EHP laws, Executive Orders, regulations, and policies, as applicable.

All non-critical new construction or substantial improvement of structures in a Special Flood Hazard Area must, at a minimum, apply the flood elevations of the Federal Flood Risk Management Standard's Freeboard Value Approach unless doing so would cause the project to be unable to meet applicable program cost-effectiveness requirements. All other types of projects may choose to apply the flood elevations of the Federal Flood Risk Management Standard's Freeboard Value Approach. See [Executive Order \(EO\) 14030, Climate-Related Financial Risk](#) and [FEMA Policy #-206-21-0003, Partial Implementation of the Federal Flood Risk Management Standard for Hazard Mitigation Assistance Programs \(Interim\)](#).

Recipients and subrecipients proposing projects that have the potential to impact the environment, including, but not limited to, the construction of communication towers, modification or renovation of existing buildings, structures, and facilities, or new construction including replacement of facilities, must participate in the FEMA EHP review process. The EHP review process involves the submission of a detailed project description along with any supporting documentation requested by FEMA in order to determine whether the proposed project has the potential to impact environmental resources or historic properties.

In some cases, FEMA is also required to consult with other regulatory agencies and the public in order to complete the review process. Federal law requires EHP review to be completed before federal funds are released to carry out proposed projects. FEMA may not be able to fund projects that are not in compliance with applicable EHP laws, Executive Orders, regulations, and policies.

Executive Order (EO) 13985, Advancing Racial Equity and Support for Underserved Communities through the Federal Government, rearticulates and strengthens the environmental justice framework articulated in 1994 in EO 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations. Specifically, Section 1 of E.O. 13985 states that: "Affirmatively advancing equity, civil rights, racial justice, and equal opportunity is the responsibility of the whole of our Government. Because advancing equity requires a systemic approach to embedding fairness in decision-making processes, executive departments and agencies...must recognize and work to redress inequalities in their policies and programs that serve as barriers to equal opportunity."

Many projects funded by GPD's grant programs can have significant impacts on environmental justice. In particular, construction of buildings and other structures and construction of new communication towers may have disproportionately high and adverse effects on minority and low-income populations. FEMA acknowledges the important role that FEMA recipients and subrecipients play in advancing and achieving environmental justice by identifying low-income and minority populations within a proposed project's affected area as early as possible and taking steps to accommodate these interests.

For consistency with the Administration's policy, FEMA will review and evaluate potential projects for racial equity and justice concerns. If FEMA determines that a proposed project would have a disproportionately high and adverse effect on minority or low-income

populations, FEMA will consult with recipients and subrecipients to discuss the feasibility of revising the scope of work to avoid these adverse impacts, or otherwise applying mitigation measures to alleviate these effects. In addition, FEMA may work with other recipients and subrecipients to solicit public input on the proposed projects for a more informed decision-making process. To learn more about how FEMA environmental justice responsibilities might affect your project, go to <https://www.fema.gov/fact-sheet/executive-order-12898-environmental-justice>.

DHS and FEMA EHP policy is found in directives and instructions available on the [FEMA.gov EHP page](#), the FEMA website page that includes documents regarding EHP responsibilities and program requirements, including implementation of the National Environmental Policy Act and other EHP regulations and Executive Orders.

The GPD EHP screening form is located at <https://www.fema.gov/media-library/assets/documents/90195>. Additionally, all recipients under this funding opportunity are required to comply with the FEMA GPD EHP Policy Guidance, FEMA Policy #108-023-1, available at <https://www.fema.gov/media-library/assets/documents/85376>.

d. *SAFECOM Guidance Compliance*

All entities using SLCGP funding to support emergency communications investments are required to comply with the [SAFECOM Guidance on Emergency Communications Grants \(SAFECOM Guidance\)](#). The SAFECOM Guidance provides current information on emergency communications policies, eligible costs, best practices, and technical standards for SLT recipients investing federal funds in emergency communications projects. It is also designed to promote and align with the National Emergency Communications Plan (NECP). Conformance with the SAFECOM Guidance helps ensure that federally funded investments are compatible, interoperable, resilient, and support national goals and objectives for improving emergency communications. Applicants should use the SAFECOM Guidance during planning, development, and implementation of emergency communications projects and in conjunction with other planning documents. Specifically, Appendix D of the SAFECOM Guidance contains compliance instructions for SLCGP grant recipients.

If an entity uses SLCGP 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 eligible entity must certify in writing to DHS/FEMA their compliance with the SAFECOM Guidance. The certification letter should be coordinated with the Statewide Interoperability Coordinator (SWIC) for each state and must be uploaded to ND Grants at the time of the first Program Performance Report (PPR) submission.

e. *Requirement for using CISA Services*

As a condition of receiving SLCGP funding, the grant recipient is required to adhere to or sign up for the following services, sponsored by CISA and further described in Appendix G, upon award as part of the statutory requirements in developing, implementing, or revising a Cybersecurity Plan. Participation in these services and memberships are not required for submission and approval of a grant:

- Sign up for cyber hygiene services, specifically vulnerability scanning and web application scanning; and
- Complete the Nationwide Cybersecurity Review, administered by the MS-ISAC, during the first year of the award/subaward period of performance and annually thereafter.

Recipients and subrecipients are also encouraged to sign up for the other services and memberships identified in Appendix G.

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.

a. *Financial Reporting Requirements*

I. FEDERAL FINANCIAL REPORT (FFR)

Recipients must report obligations and expenditures through the FFR form (SF-425) to FEMA on a quarterly basis through the FFR form (SF-425). Recipients may review the Federal Financial Reporting Form (FFR) (SF-425) at

<https://www.grants.gov/web/grants/forms/post-award-reporting-forms.html#sortby=1>

Recipients must file the FFR electronically using the Payment and Reporting Systems ([PARS](#)).

II. FFR REPORTING PERIODS AND DUE DATES

An FFR must be submitted quarterly throughout the period of performance, including partial calendar quarters, as well as in periods where no grant award activity occurs. The final FFR is due within 120 calendar days after the end of the period of performance. Future awards and fund drawdowns may be withheld if these reports are delinquent, demonstrate lack of progress, or are insufficient in detail.

Except for the final FFR due at 120 days after the end of the period of performance for purposes of closeout, the following reporting periods and due dates apply for the FFR.

Reporting Period	Report Due Date
October 1 – December 31	January 30
January 1 – March 31	April 30
April 1 – June 30	July 30
July 1 – September 30	October 30

b. *Programmatic Performance Reporting Requirements*

I. PERFORMANCE PROGRESS REPORT (PPR)

Recipients are responsible for providing updated performance reports on an annual basis, consistent with the authorizing statute, as an attachment in ND Grants. The PPR should include a:

- Brief narrative of overall project(s) status;

- Summary of project expenditures;
- Description of any potential issues that may affect project completion; and
- Data collected for DHS performance measures.

Program Performance Reporting Periods and Due Dates

The annual PPR submission is due January 30 of each year to account for the previous calendar year.

c. *Closeout Reporting Requirements*

I. CLOSEOUT REPORTING

Within 120 calendar days after the end of the period of performance for the prime award or after an amendment has been issued to close out an award before the original period of performance ends, recipients must liquidate all financial obligations and must submit the following:

- i. The final request for payment, if applicable;
- ii. The final FFR (SF-425).);
- iii. The final progress report detailing all accomplishments, including a narrative summary of the impact of those accomplishments throughout the period of performance; and
- iv. Other documents required by this NOFO, terms and conditions of the award, or other DHS/FEMA guidance.

In addition, pass-through entities are responsible for closing out their subawards as described in 2 C.F.R. § 200.344; subrecipients are still required to submit closeout materials within 90 calendar days of the period of performance end date. When a subrecipient completes all closeout requirements, pass-through entities must promptly complete all closeout actions for subawards in time for the recipient to submit all necessary documentation and information to FEMA during the closeout of the prime award.

After the prime award closeout reports have been reviewed and approved by FEMA, a closeout notice will be completed to close out the grant. The notice will indicate the period of performance as closed, list any remaining funds that will be deobligated, and address the requirement of maintaining the grant records for at least three years from the date of the final FFR. The record retention period may be longer, such as due to an audit or litigation, for equipment or real property used beyond the period of performance, or due to other circumstances outlined in 2 C.F.R. § 200.334.

The recipient is responsible for refunding to FEMA any balances of unobligated cash that FEMA paid that are not authorized to be retained per 2 C.F.R. § 200.344(d).

II. ADMINISTRATIVE CLOSEOUT

Administrative closeout is a mechanism for FEMA to unilaterally move forward with closeout of an award using available award information in lieu of final reports from the recipient per 2 C.F.R. § 200.344(h)-(i). It is a last resort available to FEMA, and if FEMA needs to administratively close an award, this may negatively impact a recipient's ability to

obtain future funding. This mechanism can also require FEMA to make cash or cost adjustments and ineligible cost determinations based on the information it has, which may result in identifying a debt owed to FEMA by the recipient.

When a recipient is not responsive to FEMA's reasonable efforts to collect required reports needed to complete the standard closeout process, FEMA is required under 2 C.F.R. § 200.344(h) to start the administrative closeout process within the regulatory timeframe. FEMA will make at least three written attempts to collect required reports before initiating administrative closeout. If the recipient does not submit all required reports in accordance with 2 C.F.R. § 200.344, this NOFO, and the terms and conditions of the award, FEMA must proceed to administratively close the award with the information available within one year of the period of performance end date. Additionally, if the recipient does not submit all required reports within one year of the period of performance end date, per 2 C.F.R. § 200.344(i), FEMA must report in FAPIIS the recipient's material failure to comply with the terms and conditions of the award.

If FEMA administratively closes an award where no final FFR has been submitted, FEMA uses that administrative closeout date in lieu of the final FFR submission date as the start of the record retention period under 2 C.F.R. § 200.334.

In addition, if an award is administratively closed, FEMA may decide to impose remedies for noncompliance per 2 C.F.R. § 200.339, consider this information in reviewing future award applications, or apply special conditions to existing or future awards.

d. *Additional Reporting Requirements*

i. **DISCLOSING INFORMATION PER 2 C.F.R. § 180.335**

This reporting requirement pertains to disclosing information related to government-wide suspension and debarment requirements. Before a recipient enters into a grant award with FEMA, the recipient must notify FEMA if it knows if it or any of the recipient's principals under the award fall under one or more of the four criteria listed at 2 C.F.R. § 180.335:

- i. Are presently excluded or disqualified;
- ii. Have been convicted within the preceding three years of any of the offenses listed in 2 C.F.R. § 180.800(a) or had a civil judgment rendered against it or any of the recipient's principals for one of those offenses within that time period;
- iii. Are presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state or local) with commission of any of the offenses listed in 2 C.F.R. § 180.800(a); or
- iv. Have had one or more public transactions (federal, state, or local) terminated within the preceding three years for cause or default.

At any time after accepting the award, if the recipient learns that it or any of its principals falls under one or more of the criteria listed at 2 C.F.R. § 180.335, the recipient must provide immediate written notice to FEMA in accordance with 2 C.F.R. § 180.350.

II. REPORTING OF MATTERS RELATED TO RECIPIENT INTEGRITY AND PERFORMANCE

Per 2 C.F.R. Part 200, Appendix I § F.3, the additional post-award reporting requirements in 2 C.F.R. Part 200, Appendix XII may apply to applicants who, if upon becoming recipients, have a total value of currently active grants, cooperative agreements, and procurement contracts from all federal awarding agencies that exceeds \$10,000,000 for any period of time during the period of performance of an award under this funding opportunity.

Recipients that meet these criteria must maintain current information reported in FAPIIS about civil, criminal, or administrative proceedings described in paragraph 2 of Appendix XII at the reporting frequency described in paragraph 4 of Appendix XII.

III. SINGLE AUDIT REPORT

For audits of fiscal years beginning on or after December 26, 2014, recipients that expend \$750,000 or more from all federal funding sources during their fiscal year are required to submit an organization-wide financial and compliance audit report, also known as the single audit report.

The audit must be performed in accordance with the requirements of U.S. Government Accountability Office's (GAO) Government Auditing Standards, located at <https://www.gao.gov/yellowbook/overview>, and the requirements of Subpart F of 2 C.F.R. Part 200, located at <http://www.ecfr.gov/cgi-bin/text-idx?node=sp2.1.200.f>.

5. Program Evaluation

Recipients and subrecipients are encouraged to incorporate program evaluation activities from the outset of their program design and implementation to meaningfully document and measure their progress towards the outcomes proposed. Title I of the Foundations for Evidence-Based Policymaking Act of 2018 ([Evidence Act](#)), [Pub. L. No. 115-435 \(2019\)](#) defines evaluation as “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). Credible program evaluation activities are implemented with relevance and utility, rigor, independence and objectivity, transparency, and ethics (OMB Circular A-11, Part 6 Section 290).

Evaluation costs are allowable costs (either as direct or indirect), unless prohibited by statute or regulation, and such costs may include the personnel and equipment needed for data infrastructure and expertise in data analysis, performance, and evaluation. (2 C.F.R. § 200).

In addition, recipients are required to participate in a DHS-led evaluation if selected, which may be carried out by a third-party on behalf of the Program Office or DHS. By accepting grant funds, recipients agree to participate in the evaluation, which may include analysis of individuals who benefit from the grant, and provide access to program operating personnel and participants, as specified by the evaluator(s) for six months after the period of performance.

6. Monitoring and Oversight

Per 2 C.F.R. § 200.337, DHS, through its authorized representatives, has the right, at all reasonable times, to make site visits or conduct desk reviews to review project accomplishments and management control systems to review award progress and to provide any required technical assistance, in the form of one-on-one guidance from a combination of Regional or Headquarters FEMA and CISA Staff. During site visits or desk reviews, DHS will review recipients' files related to the award. As part of any monitoring and program evaluation activities, recipients must permit DHS, upon reasonable notice, to review grant-related records and to interview the organization's staff and contractors regarding the program. Recipients must respond in a timely and accurate manner to DHS requests for information relating to the award.

Effective monitoring and oversight help DHS ensure that recipients use grant funds for their intended purpose(s); verify that projects undertaken are consistent with approved plans; and ensure that recipients make adequate progress toward stated goals and objectives. Additionally, monitoring serves as the primary mechanism to ensure that recipients comply with applicable laws, rules, regulations, program guidance, and requirements. DHS regularly monitors all grant programs both financially and programmatically in accordance with federal laws, regulations (including 2 C.F.R. Part 200), program guidance, and the terms and conditions of the award. All monitoring efforts ultimately serve to evaluate progress towards grant goals and proactively target and address issues that may threaten grant success during the period of performance. If the monitoring results in a determination that basic, minimum requirements as outlined in this NOFO are not being met, DHS may require corrective actions and/or initiate termination of the award.

DHS staff will periodically monitor recipients to ensure that administrative processes, policies and procedures, budgets, and other related award criteria are meeting Federal Government-wide and DHS regulations. Aside from reviewing quarterly financial and annual programmatic reports, DHS may also conduct enhanced monitoring through either desk-based reviews, onsite monitoring visits, or both. Enhanced monitoring will involve the review and analysis of the financial compliance and administrative processes, policies, activities, and other attributes of each federal assistance award, and it will identify areas where the recipient may need technical assistance, corrective actions, or other support.

Financial and programmatic monitoring are complementary processes within DHS's overarching monitoring strategy that function together to ensure effective grants management, accountability, and transparency; validate progress against grant and program goals; and safeguard federal funds against fraud, waste, and abuse. Financial monitoring primarily focuses on statutory and regulatory compliance with administrative grant requirements, while programmatic monitoring seeks to validate and assist in grant progress, targeting issues that may be hindering achievement of project goals and ensuring compliance with the purpose of the grant and grant program. Both monitoring processes are similar in that they feature initial reviews of all open awards, and additional, in-depth monitoring of grants requiring additional attention.

Recipients and subrecipients who are pass-through entities are responsible for monitoring their subrecipients in a manner consistent with the terms of the federal award at 2 C.F.R. Part 200, including 2 C.F.R. § 200.332. This includes the pass-through entity's responsibility to monitor the activities of the subrecipient as necessary to ensure that the subaward is used for authorized purposes, in compliance with federal statutes, regulations, and the terms and conditions of the subaward; and that subaward performance goals are achieved.

In terms of overall award management, recipient and subrecipient responsibilities include, but are not limited to: accounting of receipts and expenditures, cash management, maintaining adequate financial records, reporting and refunding expenditures disallowed by audits, monitoring if acting as a pass-through entity, or other assessments and reviews, and ensuring overall compliance with the terms and conditions of the award or subaward, as applicable, including the terms of 2 C.F.R. Part 200.

I. FINANCIAL MONITORING OVERVIEW AND APPROACH

FEMA's approach to financial monitoring provides a standard monitoring framework that promotes consistent processes across all monitoring staff. There are four core components of the monitoring process:

1. **Monitoring Assessment:** Monitoring staff measure each grant's monitoring needs using a system of pre-determined evaluation criteria. The criteria help assess the recipient and potential challenges to the success of the grant award.
2. **Monitoring Selection and Scheduling:** Monitoring staff make selection and scheduling decisions in accordance with applicable statutory requirements, such as the Homeland Security Act of 2002, as amended, and consider the results of the monitoring assessment process.
3. **Monitoring Activities:** Monitoring activities include cash analysis, desk reviews, and site visits. Grants Management Specialists are responsible for conducting quarterly or semi-annual reviews of all grants via cash analysis. Desk reviews and site visits are additional monitoring activities conducted on grants where the monitoring assessment process identified the need for additional monitoring and validated the use of FEMA resources for these activities.
4. **Post-Monitoring Actions:** Monitoring staff may follow up with recipients via post-monitoring actions based on the outcomes of monitoring activities. Post-monitoring actions include conducting additional monitoring; reviewing Corrective Action Plans (CAP) and monitoring the progress of CAP deliverables; documenting the resolution of identified corrective actions and issues; providing technical assistance and recipient training; and debt collection.

G. DHS Awarding Agency Contact Information

1. Contact and Resource Information

a. *Centralized Scheduling and Information Desk (CSID)*

CSID is a non-emergency comprehensive management and information resource developed by FEMA for grants stakeholders. CSID provides general information on all FEMA grant

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

b. *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.

c. *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.

d. *Environmental Planning and Historic Preservation*

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

2. Systems Information

a. *Grants.gov*

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

b. *Non-Disaster (ND) Grants*

For technical assistance with the ND Grants system, please contact the ND Grants Helpdesk at ndgrants@fema.dhs.gov or (800) 865-4076, Monday through Friday, 9 a.m. – 6 p.m. ET. User resources are available at <https://www.fema.gov/grants/guidance-tools/non-disaster-grants-management-system>

c. *Payment and Reporting System (PARS)*

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

H. Additional Information

1. Termination Provisions

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

a. *Noncompliance*

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

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. Period of Performance Extensions

Extensions to the period of performance for this program are allowed. Extensions to the period of performance identified in the award will only be considered through formal, written requests to FEMA and must contain specific and compelling justifications as to why an extension is required. Recipients are advised to coordinate with FEMA and CISA, as needed, when preparing an extension request.

All extension requests must address the following:

- a. The grant program, fiscal year, and award number;
- b. Reason for the delay –including details of the legal, policy, or operational challenges that prevent the final outlay of awarded funds by the deadline;
- c. Current status of the activity(ies);

- d. Approved period of performance termination date and new project completion date;
- e. Amount of funds drawn down to date;
- f. Remaining available funds, both federal and, if applicable, non-federal;
- g. Budget outlining how remaining federal and, if applicable, non-federal funds will be expended;
- h. Plan for completion, including milestones and timeframes for achieving each milestone and the position or person responsible for implementing the plan for completion; and
- i. Certification that the activity(ies) will be completed within the extended period of performance without any modification to the original statement of work, as described in the investment justification and as approved by DHS.

Extension requests will be granted only due to compelling legal, policy, or operational challenges. Extension requests will only be considered for the following reasons:

- Contractual commitments by the recipient or subrecipient with vendors prevent completion of the project, including delivery of equipment or services, within the existing period of performance;
- The project must undergo a complex environmental review that cannot be completed within the existing period of performance;
- Projects are long-term by design, and therefore acceleration would compromise core programmatic goals; or
- Where other special or extenuating circumstances exist.

Recipients should submit all proposed extension requests to DHS for review and approval at least 120 days prior to the end of the period of performance to allow sufficient processing time. Extensions are typically granted for no more than a six-month period.

3. Disability Integration

Pursuant to Section 504 of the Rehabilitation Act of 1973, recipients of FEMA financial assistance must ensure that their programs and activities do not discriminate against other qualified individuals with disabilities.

Grant recipients 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, recipients are encouraged to consider the needs of individuals with disabilities into the activities and projects funded by the grant.

DHS expects that the integration of the needs of people with disabilities will occur at all levels, including planning; alerting, notification, and public outreach; training; purchasing of equipment and supplies; protective action implementation; and exercises/drills.

The following are examples that demonstrate the integration of the needs of people with disabilities in carrying out FEMA awards under this program:

- Include representatives of organizations that work with/for people with disabilities on planning committees, work groups and other bodies engaged in development and implementation of the grant programs and activities.
- Hold all activities related to the grant in locations that are accessible to persons with physical disabilities to the extent practicable.

- Acquire language translation services, including American Sign Language, that provide public information across the community and in shelters.
- Ensure shelter-specific grant funds are in alignment with FEMA’s [Guidance on Planning for Integration of Functional Needs Support Services in General Population Shelters](#).
- If making alterations to an existing building to a primary function area utilizing federal funds, complying with the most recent codes and standards and making path of travel to the primary function area accessible to the greatest extent possible.
- Implement specific procedures used by public transportation agencies that include evacuation and passenger communication plans and measures for individuals with disabilities.
- Identify, create, and deliver training to address any training gaps specifically aimed toward whole-community preparedness. Include and interact with individuals with disabilities, aligning with the designated program capability.
- Establish best practices in inclusive planning and preparedness that consider physical access, language access, and information access. Examples of effective communication access include providing auxiliary aids and services such as sign language interpreters, Computer Aided Real-time Translation (CART), and materials in Braille or alternate formats.

FEMA grant recipients can fund projects towards the resilience of the whole community, including people with disabilities, such as training, outreach and safety campaigns, provided that the project aligns with this NOFO and the terms and conditions of the award.

4. Conflicts of Interest in the Administration of Federal Awards or Subawards

For conflicts of interest under grant-funded procurements and contracts, refer to the section on Procurement Integrity in this NOFO and 2 C.F.R. §§ 200.317 – 200.327.

To eliminate and reduce the impact of conflicts of interest in the subaward process, recipients and pass-through entities must follow their own policies and procedures regarding the elimination or reduction of conflicts of interest when making subawards. Recipients and pass-through entities are also required to follow any applicable federal and SLT statutes or regulations governing conflicts of interest in the making of subawards.

The recipient or pass-through entity must disclose to the respective Preparedness Officer or Program Manager, in writing, any real or potential conflict of interest that may arise during the administration of the federal award, as defined by the federal or SLT statutes or regulations or their own existing policies, within five days of learning of the conflict of interest. Similarly, subrecipients, whether acting as subrecipients or as pass-through entities, must disclose any real or potential conflict of interest to the recipient or next-level pass-through entity as required by the recipient or pass-through entity’s conflict of interest policies, or any applicable federal or SLT statutes or regulations.

Conflicts of interest may arise during the process of DHS making a federal award in situations where an employee, officer, or agent, any members of his or her immediate family,

his or her partner has a close personal relationship, a business relationship, or a professional relationship, with an applicant, subapplicant, recipient, subrecipient, or DHS employees.

5. Procurement Integrity

Through audits conducted by the DHS Office of Inspector General (OIG) and FEMA grant monitoring, findings have shown that some FEMA recipients have not fully adhered to the proper procurement requirements at 2 C.F.R. §§ 200.317 – 200.327 when spending grant funds. Anything less than full compliance with federal procurement requirements jeopardizes the integrity of the grant as well as the grant program. To assist with determining whether an action is a procurement or instead a subaward, please consult 2 C.F.R. § 200.331. For detailed guidance on the federal procurement standards, recipients and subrecipients should refer to various materials issued by FEMA’s Procurement Disaster Assistance Team (PDAT), such as the [PDAT Field Manual](#) and [Contract Provisions Guide](#). Additional resources, including an upcoming trainings schedule can be found on the PDAT Website: <https://www.fema.gov/grants/procurement>.

The below highlights the federal procurement requirements for FEMA recipients when procuring goods and services with federal grant funds. FEMA will include a review of recipients’ procurement practices as part of the normal monitoring activities. **All procurement activity must be conducted in accordance with federal procurement standards at 2 C.F.R. §§ 200.317 – 200.327.** Select requirements under these standards are listed below. The recipient and any of its subrecipients must comply with all requirements, even if they are not listed below.

Under 2 C.F.R. § 200.317, when procuring property and services under a federal award, states (including territories) must follow the same policies and procedures they use for procurements from their non-federal funds; additionally, states must now follow 2 C.F.R. § 200.321 regarding socioeconomic steps, 200.322 regarding domestic preferences for procurements, 200.323 regarding procurement of recovered materials, and 2 C.F.R. § 200.327 regarding required contract provisions.

All other non-federal entities, such as tribes (collectively, non-state entities), must have and use their own documented procurement procedures that reflect applicable SLT laws and regulations, provided that the procurements conform to applicable federal law and the standards identified in 2 C.F.R. Part 200. These standards include, but are not limited to, providing for full and open competition consistent with the standards of 2 C.F.R. § 200.319 and the required procurement methods at § 200.320.

a. *Important Changes to Procurement Standards in 2 C.F.R. Part 200*

OMB recently updated various parts of Title 2 of the Code of Federal Regulations, among them, the procurement standards. States are now required to follow the socioeconomic steps in soliciting small and minority businesses, women’s business enterprises, and labor surplus area firms per 2 C.F.R. § 200.321. All non-federal entities should also, to the greatest extent practicable under a federal award, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States per 2 C.F.R. § 200.322. More

information on OMB's revisions to the federal procurement standards can be found in [Purchasing Under a FEMA Award: OMB Revisions Fact Sheet](#).

The recognized procurement methods in 2 C.F.R. § 200.320 have been reorganized into informal procurement methods, which include micro-purchases and small purchases; formal procurement methods, which include sealed bidding and competitive proposals; and noncompetitive procurements. The federal micro-purchase threshold is currently \$10,000, and non-state entities may use a lower threshold when using micro-purchase procedures under a FEMA award. If a non-state entity wants to use a micro-purchase threshold higher than the federal threshold, it must follow the requirements of 2 C.F.R. § 200.320(a)(1)(iii)-(v). The federal simplified acquisition threshold is currently \$250,000, and a non-state entity may use a lower threshold but may not exceed the federal threshold when using small purchase procedures under a FEMA award. *See* 2 C.F.R. § 200.1 (citing the definition of simplified acquisition threshold from [48 C.F.R. Part 2, Subpart 2.1](#)).

See 2 C.F.R. §§ 200.216, 200.471, and Appendix II as well as section D.13.a of the NOFO regarding prohibitions on covered telecommunications equipment or services.

b. *Competition and Conflicts of Interest*

Among the requirements of 2 C.F.R. § 200.319(b) applicable to all non-federal entities other than states, in order to ensure objective contractor performance and eliminate unfair competitive advantage, contractors that develop or draft specifications, requirements, statements of work, or invitations for bids or requests for proposals must be excluded from competing for such procurements. FEMA considers these actions to be an organizational conflict of interest and interprets this restriction as applying to contractors that help a non-federal entity develop its grant application, project plans, or project budget. This prohibition also applies to the use of former employees to manage the grant or carry out a contract when those former employees worked on such activities while they were employees of the non-federal entity.

Under this prohibition, unless the non-federal entity solicits for and awards a contract covering both development and execution of specifications (or similar elements as described above), and this contract was procured in compliance with 2 C.F.R. §§ 200.317 – 200.327, federal funds cannot be used to pay a contractor to carry out the work if that contractor also worked on the development of those specifications. This rule applies to all contracts funded with federal grant funds, including pre-award costs, such as grant writer fees, as well as post-award costs, such as grant management fees.

Additionally, some of the situations considered to be restrictive of competition include, but are not limited to:

- Placing unreasonable requirements on firms for them to qualify to do business;
- Requiring unnecessary experience and excessive bonding;
- Noncompetitive pricing practices between firms or between affiliated companies;
- Noncompetitive contracts to consultants that are on retainer contracts;
- Organizational conflicts of interest;

- Specifying only a “brand name” product instead of allowing “an equal” product to be offered and describing the performance or other relevant requirements of the procurement; and
- Any arbitrary action in the procurement process.

Per 2 C.F.R. § 200.319(c), non-federal entities other than states must conduct procurements in a manner that prohibits the use of statutorily or administratively imposed SLT geographical preferences in the evaluation of bids or proposals, except in those cases where applicable federal statutes expressly mandate or encourage geographic preference. Nothing in this section preempts state licensing laws. When contracting for architectural and engineering services, geographic location may be a selection criterion provided its application leaves an appropriate number of qualified firms, given the nature and size of the project, to compete for the contract.

Under 2 C.F.R. § 200.318(c)(1), non-federal entities other than states are required to maintain written standards of conduct covering conflicts of interest and governing the actions of their employees engaged in the selection, award, and administration of contracts. **No employee, officer, or agent may participate in the selection, award, or administration of a contract supported by a federal award if he or she has a real or apparent conflict of interest.** Such conflicts of interest would arise when the employee, officer or agent, any member of his or her immediate family, his or her partner, or an organization that employs or is about to employ any of the parties indicated herein, has a financial or other interest in or a tangible personal benefit from a firm considered for a contract. The officers, employees, and agents of the non-federal entity may neither solicit nor accept gratuities, favors, or anything of monetary value from contractors or parties to subcontracts. However, non-federal entities may set standards for situations in which the financial interest is not substantial, or the gift is an unsolicited item of nominal value. The standards of conduct must provide for disciplinary actions to be applied for violations of such standards by officers, employees, or agents of the non-federal entity.

Under 2 C.F.R. 200.318(c)(2), if the recipient or subrecipient (other than states) has a parent, affiliate, or subsidiary organization that is not a state, local, tribal, or territorial government, the non-federal entity must also maintain written standards of conduct covering organizational conflicts of interest. In this context, organizational conflict of interest means that because of a relationship with a parent company, affiliate, or subsidiary organization, the non-federal entity is unable or appears to be unable to be impartial in conducting a procurement action involving a related organization. The non-federal entity must disclose in writing any potential conflicts of interest to FEMA or the pass-through entity in accordance with applicable FEMA policy.

c. *Supply Schedules and Purchasing Programs*

Generally, a non-federal entity may seek to procure goods or services from a federal supply schedule, state supply schedule, or group purchasing agreement.

I. GENERAL SERVICES ADMINISTRATION SCHEDULES

States, tribes, and local governments, and any instrumentality thereof (such as local education agencies or institutions of higher education) may procure goods and services from a General Services Administration (GSA) schedule. GSA offers multiple efficient and effective procurement programs for state, tribal, and local governments, and instrumentalities thereof, to purchase products and services directly from pre-vetted contractors. The GSA Schedules (also referred to as the Multiple Award Schedules and the Federal Supply Schedules) are long-term government-wide contracts with commercial firms that provide access to millions of commercial products and services at volume discount pricing.

Information about GSA programs for states, tribes, and local governments, and instrumentalities thereof, can be found at <https://www.gsa.gov/resources-for/programs-for-State-and-local-governments> and <https://www.gsa.gov/buying-selling/purchasing-programs/gsa-schedules/schedule-buyers/state-and-local-governments>.

For tribes, local governments, and their instrumentalities that purchase off of a GSA schedule, this will satisfy the federal requirements for full and open competition provided that the recipient follows the GSA ordering procedures; however, tribes, local governments, and their instrumentalities will still need to follow the other rules under 2 C.F.R. §§ 200.317 – 200.327, such as solicitation of minority businesses, women’s business enterprises, small businesses, or labor surplus area firms (§ 200.321), domestic preferences (§ 200.322), contract cost and price (§ 200.324), and required contract provisions (§ 200.327 and Appendix II).

II. OTHER SUPPLY SCHEDULES AND PROGRAMS

For non-federal entities other than states, such as tribes, local governments, and nonprofits, that want to procure goods or services from a state supply schedule, cooperative purchasing program, or other similar program, in order for such procurements to be permissible under federal requirements, the following must be true:

- The procurement of the original contract or purchasing schedule and its use by the non-federal entity complies with state and local law, regulations, and written procurement procedures;
- The state or other entity that originally procured the original contract or purchasing schedule entered into the contract or schedule with the express purpose of making it available to the non-federal entity and other similar types of entities;
- The contract or purchasing schedule specifically allows for such use, and the work to be performed for the non-federal entity falls within the scope of work under the contract as to type, amount, and geography;
- The procurement of the original contract or purchasing schedule complied with all the procurement standards applicable to a non-federal entity other than states under at 2 C.F.R. §§ 200.317 – 200.327; and
- With respect to the use of a purchasing schedule, the non-federal entity must follow ordering procedures that adhere to applicable state, tribal, and local laws and regulations and the minimum requirements of full and open competition under 2 C.F.R. Part 200.

If a non-federal entity other than a state seeks to use a state supply schedule, cooperative purchasing program, or other similar type of arrangement, FEMA recommends the recipient discuss the procurement plans with its FEMA Grants Management Specialist.

d. Procurement Documentation

Per 2 C.F.R. § 200.318(i), non-federal entities other than states and territories are required to maintain and retain records sufficient to detail the history of procurement covering at least the rationale for the procurement method, selection of contract type, contractor selection or rejection, and the basis for the contract price. States and territories are encouraged to maintain and retain this information as well and are reminded that in order for any cost to be allowable, it must be adequately documented per 2 C.F.R. § 200.403(g).

Examples of the types of documents that would cover this information include but are not limited to:

- Solicitation documentation, such as requests for quotes, invitations for bids, or requests for proposals;
- Responses to solicitations, such as quotes, bids, or proposals;
- Pre-solicitation independent cost estimates and post-solicitation cost/price analyses on file for review by federal personnel, if applicable;
- Contract documents and amendments, including required contract provisions; and
- Other documents required by federal regulations applicable at the time a grant is awarded to a recipient.

Additional information on required procurement records can be found on pages 24-26 of the [PDAT Field Manual](#).

6. Record Retention

a. Record Retention Period

Financial records, supporting documents, statistical records, and all other non-federal entity records pertinent to a federal award generally must be maintained for at least three years from the date the final FFR is submitted. *See* 2 C.F.R. § 200.334. Further, if the recipient does not submit a final FFR and the award is administratively closed, FEMA uses the date of administrative closeout as the start of the general record retention period.

The record retention period **may be longer than three years or have a different start date** in certain cases. These include:

- Records for real property and equipment acquired with Federal funds must be retained for **three years after final disposition of the property**. *See* 2 C.F.R. § 200.334(c).
- If any litigation, claim, or audit is started before the expiration of the three-year period, the records **must be retained until** all litigation, claims, or audit findings involving the records **have been resolved and final action taken**. *See* 2 C.F.R. § 200.334(a).
- The **record retention period will be extended if the non-federal entity is notified in writing** of the extension by FEMA, the cognizant or oversight agency for audit, or the cognizant agency for indirect costs, or pass-through entity. *See* 2 C.F.R. § 200.334(b).

- Where FEMA requires recipients to report program income after the period of performance ends, the **program income record retention period begins at the end of the recipient's fiscal year in which program income is earned.** *See* 2 C.F.R. § 200.334(e).
- For indirect cost rate computations and proposals, cost allocation plans, or any similar accounting computations of the rate at which a particular group of costs is chargeable (such as computer usage chargeback rates or composite fringe benefit rates), the start of the record retention period depends on whether the indirect cost rate documents were submitted for negotiation. If the **indirect cost rate documents were submitted for negotiation, the record retention period begins from the date those documents were submitted** for negotiation. If indirect cost rate documents were **not submitted for negotiation, the record retention period begins at the end of the recipient's fiscal year or other accounting period covered by that indirect cost rate.** *See* 2 C.F.R. § 200.334(f).

b. *Types of Records to Retain*

FEMA requires that non-federal entities maintain the following documentation for federally funded purchases:

- Specifications
- Solicitations
- Competitive quotes or proposals
- Basis for selection decisions
- Purchase orders
- Contracts
- Invoices
- Cancelled checks

Non-federal entities should keep detailed records of all transactions involving the grant. FEMA may at any time request copies of any relevant documentation and records, including purchasing documentation along with copies of cancelled checks for verification. *See, e.g.,* 2 C.F.R. §§ 200.318(i), 200.334, 200.337.

In order for any cost to be allowable, it must be adequately documented per 2 C.F.R. § 200.403(g). Non-federal entities who fail to fully document all purchases may find their expenditures questioned and subsequently disallowed.

7. **Actions to Address Noncompliance**

Non-federal entities receiving financial assistance funding from FEMA are required to comply with requirements in the terms and conditions of their awards or subawards, including the terms set forth in applicable federal statutes, regulations, NOFOs, and policies. Throughout the award lifecycle or even after an award has been closed, FEMA or the pass-through entity may discover potential or actual noncompliance on the part of a recipient or subrecipient. This potential or actual noncompliance may be discovered through routine monitoring, audits, closeout, or reporting from various sources.

In the case of any potential or actual noncompliance, FEMA may place special conditions on an award per 2 C.F.R. §§ 200.208 and 200.339, FEMA may place a hold on funds until the matter is corrected, or additional information is provided per 2 C.F.R. § 200.339, or it may do both. Similar remedies for noncompliance with certain federal civil rights laws are authorized pursuant to 44 C.F.R. Parts 7 and 19.

In the event the noncompliance is not able to be corrected by imposing additional conditions or the recipient or subrecipient refuses to correct the matter, FEMA might take other remedies allowed under 2 C.F.R. § 200.339. These remedies include actions to disallow costs, recover funds, wholly or partly suspend or terminate the award, initiate suspension and debarment proceedings, withhold further federal awards, or take other remedies that may be legally available. For further information on termination due to noncompliance, see the section on Termination Provisions in the NOFO.

FEMA may discover and take action on noncompliance even after an award has been closed. The closeout of an award does not affect FEMA's right to disallow costs and recover funds as long the action to disallow costs takes place during the record retention period. *See* 2 C.F.R. §§ 200.334, 200.345(a). Closeout also does not affect the obligation of the non-federal entity to return any funds due as a result of later refunds, corrections, or other transactions. 2 C.F.R. § 200.345(a)(2).

The types of funds FEMA might attempt to recover include, but are not limited to, improper payments, cost share reimbursements, program income, interest earned on advance payments, or equipment disposition amounts.

FEMA may seek to recover disallowed costs through a Notice of Potential Debt Letter, a Remedy Notification, or other letter. The document will describe the potential amount owed, the reason why FEMA is recovering the funds, the recipient's appeal rights, how the amount can be paid, and the consequences for not appealing or paying the amount by the deadline.

If the recipient neither appeals nor pays the amount by the deadline, the amount owed will become final. Potential consequences if the debt is not paid in full or otherwise resolved by the deadline include the assessment of interest, administrative fees, and penalty charges; administratively offsetting the debt against other payable federal funds; and transferring the debt to the U.S. Department of the Treasury for collection.

FEMA notes the following common areas of noncompliance for FEMA's grant programs:

- Insufficient documentation and lack of record retention;
- Failure to follow the procurement under grants requirements;
- Failure to submit closeout documents in a timely manner;
- Failure to follow EHP requirements; and
- Failure to comply with the POP deadline.

8. Audits

FEMA grant recipients are subject to audit oversight from multiple entities including the DHS OIG, the GAO, the pass-through entity, or independent auditing firms for single audits,

and may cover activities and costs incurred under the award. Auditing agencies such as the DHS OIG, the GAO, and the pass-through entity (if applicable), and FEMA in its oversight capacity, must have access to records pertaining to the FEMA award. Recipients and subrecipients must retain award documents for at least three years from the date the final FFR is submitted, and even longer in many cases subject to the requirements of 2 C.F.R. § 200.334. In the case of administrative closeout, documents must be retained for at least three years from the date of closeout, or longer subject to the requirements of 2 C.F.R. § 200.334. If documents are retained longer than the required retention period, the DHS OIG, the GAO, and the pass-through entity, as well as FEMA in its oversight capacity, have the right to access these records as well. *See* 2 C.F.R. §§ 200.334, 200.337.

Additionally, non-federal entities must comply with the single audit requirements at 2 C.F.R. Part 200, Subpart F. Specifically, non-federal entities, other than for-profit subrecipients, that expend \$750,000 or more in federal awards during their fiscal year must have a single or program-specific audit conducted for that year in accordance with Subpart F. 2 C.F.R. § 200.501. A single audit covers all federal funds expended during a fiscal year, not just FEMA funds. The cost of audit services may be allowable per 2 C.F.R. § 200.425, but non-federal entities must select auditors in accordance with 2 C.F.R. § 200.509, including following the proper procurement procedures. For additional information on single audit reporting requirements, see section F of this NOFO under the header “Single Audit Report” within the subsection “Additional Reporting Requirements.”

The objectives of single audits are to:

- Determine whether financial statements conform to generally accepted accounting principles (GAAP);
- Determine whether the schedule of expenditures of federal awards is presented fairly;
- Understand, assess, and test the adequacy of internal controls for compliance with major programs; and
- Determine whether the entity complied with applicable laws, regulations, and contracts or grants.

For single audits, the auditee is required to prepare financial statements reflecting its financial position, a schedule of federal award expenditures, and a summary of the status of prior audit findings and questioned costs. The auditee also is required to follow up and take appropriate corrective actions on new and previously issued but not yet addressed audit findings. The auditee must prepare a corrective action plan to address the new audit findings. 2 C.F.R. §§ 200.508, 200.510, 200.511.

Non-federal entities must have an audit conducted, either single or program-specific, of their financial statements and federal expenditures annually or biennially pursuant to 2 C.F.R. § 200.504. Non-federal entities must also follow the information submission requirements of 2 C.F.R. § 200.512, including submitting the audit information to the [Federal Audit Clearinghouse](#) within the earlier of 30 calendar days after receipt of the auditor’s report(s) or nine months after the end of the audit period. The audit information to be submitted include the data collection form described at 2 C.F.R. § 200.512(c) and Appendix X to 2 C.F.R. Part 200 as well as the reporting package described at 2 C.F.R. § 200.512(b).

The non-federal entity must retain one copy of the data collection form and one copy of the reporting package for three years from the date of submission to the Federal Audit Clearinghouse. 2 C.F.R. § 200.512; *see also* 2 C.F.R. § 200.517 (setting requirements for retention of documents by the auditor and access to audit records in the auditor’s possession).

FEMA, the DHS OIG, the GAO, and the pass-through entity (if applicable), as part of monitoring or as part of an audit, may review a non-federal entity’s compliance with the single audit requirements. In cases of continued inability or unwillingness to have an audit conducted in compliance with 2 C.F.R. Part 200, Subpart F, FEMA and the pass-through entity, if applicable, are required to take appropriate remedial action under 2 C.F.R. § 200.339 for noncompliance, pursuant to 2 C.F.R. § 200.505.

9. Payment Information

FEMA uses the Direct Deposit/Electronic Funds Transfer (DD/EFT) method of payment to recipients. To enroll in the DD/EFT, the recipient must complete SF-1199A, Direct Deposit Form.

FEMA utilizes the Payment and Reporting System (PARS) for financial reporting, invoicing and tracking payments. For additional information, refer to <https://isource.fema.gov/sf269/execute/LogIn?sawContentMessage=true>.

10. Whole Community Preparedness

Preparedness is a shared responsibility that calls for the involvement of everyone—not just the government—in preparedness efforts. By working together, everyone can help keep the nation safe from harm and help keep it resilient when struck by hazards, such as natural disasters, acts of terrorism, and pandemics.

Whole Community includes:

- Individuals and families, including those with access and functional needs;
- Businesses;
- Faith-based and community organizations;
- Nonprofit groups;
- Schools and academia;
- Media outlets; and
- All levels of government, including state, local, tribal, territorial, and federal partners.

The phrase “Whole Community” or “Whole of Community” often appears in preparedness materials, as it is one of the guiding principles. It means:

1. Involving people in the development of national preparedness documents, and
2. Ensuring their roles and responsibilities are reflected in the content of the materials.

11. Continuity Capability

Continuity should be integrated into each core capability and the coordinating structures that provide them. Protection of critical systems and networks that ensure continuity of operation, business and government are fundamental to ensuring the delivery of all core capabilities. Continuity capabilities increase resilience and the probability that organizations can perform

essential functions in the delivery of core capabilities that support the mission areas. FEMA is responsible for developing, managing, and promulgating national continuity planning, guidance, training, and exercise programs for the whole community.

FEMA develops and promulgates directives, policy, and guidance for continuing SLT government jurisdictions, nongovernmental organizations, and private sector organizations' essential functions across a broad spectrum of emergencies. This direction and guidance assist in developing capabilities for continuing the essential functions of SLT governmental entities, as well as public/private critical infrastructure owners, operators, and regulators enabling them.

Continuity Guidance Circular outline continuity requirements for agencies and organizations and provide guidance, methodology, and checklists. For additional information on continuity programs, guidance, and directives, visit the Continuity Resource Toolkit at <https://www.fema.gov/emergency-managers/national-preparedness/continuity/toolkit>. For additional information on continuity programs, guidance, and directives, visit <https://www.fema.gov/emergency-managers/national-preparedness/continuity>.

This aligns with the requirements that Cybersecurity Plans ensure continuity of operations of the state or territory as well as applicable local governments in the event of a cybersecurity incident, as well as continuity of communications and data networks within the state or territory and between the state or territory and applicable local governments. 6 U.S.C. § 665g(e)(2)(B)(vii), (ix).

12. Appendices

- Appendix A. Program Goals and Objectives
- Appendix B. Cybersecurity Planning Committee
- Appendix C. Cybersecurity Plan
- Appendix D. Multi-Entity Group Projects
- Appendix E. Imminent Cybersecurity Threats Process Overview
- Appendix F. Investment Justification Template and Instructions
- Appendix G. Required, Encouraged, and Optional Services, Memberships, and Resources
- Appendix H. Economic Hardship Cost Share Waiver

Appendix A: Goals and Objectives

Our nation faces unprecedented cybersecurity risk due to increasingly sophisticated adversaries, widespread vulnerabilities in commonly used software and hardware, and broad dependencies on networked technologies for the delivery of National Critical Functions, the disruption of which would have a debilitating effect on security, national economic security, national public health or safety, or any combination thereof. Cyber risk management is particularly complex due to several factors: the ability of malicious actors to operate from anywhere in the world, the linkages between cyber and physical systems, and the difficulty of reducing vulnerabilities in cyber infrastructure. In light of the risk and potential consequences of cyber incidents, strengthening the cybersecurity practices and resilience of SLT governments have become an important homeland security mission.

As part of DHS, CISA is at the heart of mobilizing a collective defense to understand and manage risk to our critical infrastructure partners. In its unique role, CISA is proactively working to achieve a cybersecurity ecosystem in which malicious actors face insurmountably high costs to execute damaging intrusions, vulnerabilities are rapidly identified before exploitation, and technology is used to reduce the most harmful and systemic risks. CISA programs and services are driven by a comprehensive understanding of the risk environment and the corresponding needs identified by our partners. The SLCGP is key to achieving this vision and enables the Department to make targeted investments in SLT government agencies, improving the security and resilience of critical infrastructure upon which Americans rely. The goals and objectives outlined below, if achieved, will significantly reduce the risk of a cybersecurity threat against SLT government information technology (IT) networks.

These broad outcomes are listed in logical sequence to aid recipients in focusing on the overall intent of the SLCGP. These outcomes will help establish priorities the use of scarce resources and to develop metrics to gauge success at both the project and organizational level. Outcomes of the program will be measured by how well recipients can achieve outlined goals and improve the risk posture of the information systems they either own or those that are operated on their behalf.

The program goals for the SLCGP are as follows: (1) develop and establish appropriate governance structures, as well as develop, implement, or revise cybersecurity plans, to improve capabilities to respond to cybersecurity incidents and ensure continuity of operations; (2) ensure SLT agencies understand their current cybersecurity posture and areas for improvement based on continuous testing, evaluation, and structured assessments; (3) implement security protections commensurate with risk (outcomes of Objectives 1 & 2); and (4) ensure organization personnel are appropriately trained in cybersecurity, commensurate with their responsibilities.

These program objectives are further divided into sub-objectives and outcomes, as well as sample evidence of implementation are provided to assist the reader.

Goal of the State and Local Cybersecurity Grant Program: Assist SLT governments with managing and reducing systemic cyber risk.

OBJECTIVE 1: Develop and establish appropriate governance structures, as well as develop, implement, or revise cybersecurity plans, to improve capabilities to respond to cybersecurity incidents and ensure continuity of operations.

Sub-objective 1.1: Establish cybersecurity governance structures and implement a program to evaluate maturity of the cybersecurity program aligned to [Cybersecurity Performance Goals established by CISA and the National Institute of Standards and Technology \(NIST\)](#).

- 1.1.1. *Outcome:* Participants have established and documented a uniform cybersecurity governance structure that is accountable to organizational leadership and works together to set the vision for cyber risk management.
- 1.1.2. *Outcome:* Participants have identified senior officials to enable whole-of-organization coordination on cybersecurity policies, processes, and procedures.
- **Sample Evidence of Implementation:** Organization has a cybersecurity defense concept of operations, with responsibilities assigned to specific organizational roles.

Sub-objective 1.2: Develop, implement, or revise, and test cybersecurity plans, including cyber incident response plans, with clearly defined roles and responsibilities.

- 1.2.1 *Outcome:* Develop, implement, or revise, and exercise cyber incident response plans.
- **Sample Evidence of Implementation:** Organization conducts annual table-top and full-scope exercises that include practical execution of restoration and recovery processes to test cybersecurity plans. Conducting these exercises allow organizations to test cybersecurity plans to identify, protect, detect, respond to, and recover from cybersecurity incidents, in line with the NIST Cybersecurity Framework, and demonstrates process to incorporate lessons learned from the exercise into their cybersecurity program.

Sub-objective 1.3: Asset (e.g., devices, data, software) protections and recovery actions are prioritized based on the asset's criticality and business value.

- 1.3.1 *Outcome:* Ensure that systems and network functions are prioritized and reconstituted according to their impact to essential functions.
- **Sample Evidence of Implementation:** Organization conducts a regular business impact assessment to prioritize which systems must be protected and recovered first.

OBJECTIVE 2: SLT agencies understand their current cybersecurity posture and areas for improvement based on continuous testing, evaluation, and structured assessments.

Sub-objective 2.1: Physical devices and systems, as well software platforms and applications, are inventoried.

- 2.1.1 *Outcome:* Establish and regularly update asset inventory.
- **Sample Evidence of Implementation:** Organization maintains and regularly updates an asset inventory list.

Sub-objective 2.2: Cybersecurity risk to the organization's operations and assets are understood.

2.2.1 *Outcome*: Conduct an annual cyber risk assessment to identify cyber risk management gaps and areas for improvement

- **Sample Evidence of Implementation**: Organization annually completes the Nationwide Cybersecurity Review (NCSR).

Sub-objective 2.3: Vulnerability scans are performed, and a risk-based vulnerability management plan is developed and implemented.

2.3.1 *Outcome*: Participate in CISA's Vulnerability Scanning service, part of the Cyber Hygiene program.

- **Sample Evidence of Implementation**: Organization is an active participant in CISA's Cyber Hygiene program.

2.3.2 *Outcome*: Effectively manage vulnerabilities by prioritizing mitigation of high impact vulnerabilities and those most likely to be exploited.

- **Sample Evidence of Implementation**: Organization has a plan to manage vulnerabilities based on those with the highest criticality, internet-facing vulnerabilities, as well as known exploited vulnerabilities identified in CISA's Known Exploited Vulnerabilities Catalog.

Sub-objective 2.4: Capabilities are in place to monitor assets to identify cybersecurity events.

2.4.1 *Outcome*: SLT agencies are able to analyze network traffic and activity transiting or traveling to or from information systems, applications, and user accounts to understand baseline activity and identify potential threats.

Sub-objective 2.5: Processes are in place to action insights derived from deployed capabilities.

2.5.1 *Outcome*: SLT agencies are able to respond to identified events and incidents, document root cause, and share information with partners.

OBJECTIVE 3: Implement security protections commensurate with risk (outcomes of Objectives 1 & 2)

Sub-objective 3.1: SLT agencies adopt fundamental cybersecurity best practices.

3.1.1 *Outcome*: Implement multi-factor authentication (MFA), prioritizing privileged users, Internet-facing systems, and cloud accounts.

- **Sample Evidence of Implementation**: The organization implements MFA for all remote access and privileged accounts.

3.1.2. *Outcome:* End use of unsupported/end of life software and hardware that are accessible from the Internet.

- **Sample Evidence of Implementation:** The organization has a program to anticipate and discontinue use of end of life software and hardware.

3.1.3 *Outcome:* Prohibit use of known/fixed/default passwords and credentials.

- **Sample Evidence of Implementation:** The organization has a policy that prohibits fixed passwords, requires known/default passwords be immediately changed, and that passwords and credentials be periodically changed.
- **Sample Evidence of Implementation:** The organization has reviewed all of its current passwords and credentials to ensure they are updated appropriately.

3.1.4 *Outcome:* Ensure the ability to reconstitute systems following an incident with minimal disruption to services.

- **Sample Evidence of Implementation:** Organization policies require that backups for all critical systems and data be maintained, updated, and regularly tested according to organizational policy (e.g., quarterly), stored offline, and encrypted.

3.1.5 *Outcome:* Migrate to .gov internet domain.

- **Sample Evidence of Implementation:** Organization operates only the .gov internet domain, and does not use .com, .org, or any other domain.

Sub-Objective 3.2: Reduce gaps identified through assessment and planning process and apply increasingly sophisticated security protections commensurate with risk.

3.2.1 *Outcome:* Individual participants address items identified through assessments and planning process.

3.2.2 *Outcome:* SLT entities improve cybersecurity ecosystem by collaborating to address items identified through assessments and planning process (e.g., regional and intra-state efforts)

Objective 4: Ensure organization personnel are appropriately trained in cybersecurity, commensurate with responsibility.

Sub-Objective 4.1: Train personnel to have the fundamental knowledge and skills necessary to recognize cybersecurity risks and understand their roles and responsibilities within established cybersecurity policies, procedures, and practices.

4.1.1 *Outcome:* Organization requires regular ongoing phishing training, awareness campaigns are conducted, and organization provides role-based cybersecurity awareness training to all employees.

4.1.2 *Outcome:* Organization has dedicated resources and funding available for its cybersecurity professionals to attend technical trainings and conferences.

Sub-Objective 4.2: Organization has adopted the National Initiative for Cybersecurity Education (NICE) Cybersecurity Workforce Framework.

4.2.1 *Outcome*: Organization has established cyber workforce development & training plans, based on the NICE Cybersecurity Workforce Framework.

Appendix B: Planning Committee

Governance

In keeping with the guiding principles of governance for all Federal Emergency Management Agency (FEMA) preparedness programs and statutory requirements, recipients must coordinate activities across preparedness disciplines and levels of government, including SLT governments. A cohesive planning framework should incorporate FEMA resources, as well as those from other federal and SLT entities, the private sector, and faith-based community organizations. Specific attention should be paid to how available preparedness funding sources can effectively support a Whole Community approach to emergency preparedness and management and the enhancement of Core Capabilities. To ensure this, the State Administrative Agency (SAA) must establish or reestablish a unified Cybersecurity Planning Committee. A Cybersecurity Planning Committee is also required pursuant to the statute authorizing the SLCGP (see section 2220A(g) of the Homeland Security Act of 2002, as amended (6 U.S.C. § 665g(g))).

Cybersecurity Planning Committee

The Cybersecurity Planning Committee builds upon previously established advisory bodies under other preparedness grant programs. The membership of the Cybersecurity Planning Committee must reflect an eligible entity's unique cybersecurity risk profile.

An existing multijurisdictional planning committee must meet the membership requirements as outlined in the next section, or the existing committee's membership can be expanded or leveraged to meet the membership requirements as well as the unique requirements of each eligible entity. It is recommended that eligible entities consider using Senior Advisory Committees or create a subcommittee within an existing multijurisdictional committee for this purpose, modified to meet the membership and purpose requirements. Any reference to a Cybersecurity Planning Committee elsewhere in this NOFO, and the accompanying requirements, also apply to these alternative planning committee options.

Cybersecurity Planning Committee Composition and Scope Requirements

Cybersecurity Planning Committee membership shall include at least one representative from relevant stakeholders including:

- The eligible entity;
- The Chief Information Officer (CIO), the Chief Information Security Officer (CISO), or equivalent official of the eligible entity;
- If the eligible entity is a state (including territories), then representatives from counties, cities, and towns within the jurisdiction of the eligible entity;
- Institutions of public education and health within the jurisdiction of the eligible entity; and
- As appropriate, representatives of rural, suburban, and high-population jurisdictions.

At least one half of the representatives of the Cybersecurity Planning Committee must have professional experience relating to cybersecurity or information technology. Qualifications are determined by the states.

Eligible entities are given the flexibility to identify the specific public health and public education agencies and communities these members represent.

DHS strongly encourages eligible entities to consider naming additional members to the Cybersecurity Planning Committee, including but not limited to representatives from:

- State and county judicial entities;
- The Chief Information Officer (CIO), the Chief Information Security Officer (CISO, or equivalent official of the eligible entity;
- State legislature;
- Election Infrastructure officials, including Secretaries of State and Election Directors;
- Representatives from state, territorial, and local public safety, homeland security, emergency management, and law enforcement agencies;
- Emergency Communications Officials, such as Interoperability Coordinators;
- City and county CIOs and CISOs;
- Publicly owned or operated critical infrastructure;
- State National Guard if such entities have a cybersecurity mission;
- Municipal, city, county, rural area, or other local government councils or associations; and
- Other entities with expertise and skillsets that best represent the cybersecurity interests across the eligible entity.

The composition, structure, and charter of the Cybersecurity Planning Committee should focus on building cybersecurity capabilities across the eligible entity instead of simply combining previously existing advisory bodies under other grant programs. The Cybersecurity Planning Committee POC's contact information must be provided to FEMA as part of the grant application. Eligible entities must ensure that information for current points of contact is on file with FEMA.

Eligible entities must submit the list of Cybersecurity Planning Committee members at the time of application as an attachment in ND Grants. Eligible entities must verify compliance with Cybersecurity Planning Committee charter requirements. The below table provides a suggested format for submitting the list of required Cybersecurity Planning Committee members.

Planning Committee Membership				
Representation	Name	Title	Organization	Cybersecurity/IT Experience (Yes/No)
Eligible entity				
If eligible entity is a state, counties, cities, and towns within the jurisdiction of the entity				

Institution of Public Education within the eligible entity				
Institution of Public Health within the eligible entity				
(Additional)				
As appropriate, representatives of rural, suburban, and high-population jurisdictions				
(here the entity may add others at their discretion)				

Cybersecurity Planning Committee Responsibilities

The responsibilities of the Cybersecurity Planning Committee include:

- Assisting with the development, implementation, and revision of the Cybersecurity Plan;
- Approving the Cybersecurity Plan;
- Assisting with the determination of effective funding priorities;
- Coordinating with other committees and like entities with the goal of maximizing coordination and reducing duplication of effort;
- Creating a cohesive planning network that builds and implements cybersecurity preparedness initiatives using FEMA resources, as well as other federal, SLT, private sector, and faith-based community resources;
- Ensuring investments support closing capability gaps or sustaining capabilities; and
- Ensuring local government members, including representatives from counties, cities, and towns within the eligible entity provide consent on behalf of all local entities across the eligible entity for services, capabilities, or activities provided by the eligible entity through this program.

Limitations

Cybersecurity Planning Committees that meet the requirements of this NOFO and the statute are not permitted to make decisions relating to information systems owned or operated by, or on behalf of, the state.

Local Consent

Eligible entities or multi-entity groups are statutorily required to provide at least 80% of the federal funding to local governments, including at least 25% rural areas. With the consent of the local governments, part or all of this pass-through can be in the form of items, services, capabilities, or activities. This flexibility in the type of funds that are passed through may assist eligible entities or multi-entity groups in promoting projects that have state-wide (or broader)

impacts, and they may be able to more effectively reduce cybersecurity risk if managed at the state or multi-state level. Examples of these types of projects include the purchase of software licenses or development of capabilities. Any decision to pass through some or all of the funds via items, services, capabilities, or activities must be explicitly consented to by the local governments and must be documented in accordance with the Cybersecurity Planning Committee's Charter and comply with Section F.2 of this NOFO for further information.

Cybersecurity Planning Committee Charter

The governance of the SLCGP through the Cybersecurity Planning Committee should be directed by a charter. All members of the Cybersecurity Planning Committee should sign and date the charter showing their agreement with its content and their representation on the committee. Eligible entities must submit the Cybersecurity Planning Committee charter at the time of application as an attachment in ND Grants. Revisions to the governing charter must also be sent to the recipient's assigned FEMA HQ Preparedness Officer. The Cybersecurity Planning Committee charter must, at a minimum, provide:

- A detailed description of the Cybersecurity Planning Committee's composition and an explanation of key governance processes;
- A description of the frequency at which the Cybersecurity Planning Committee will meet;
- An explanation as to how the committee will leverage existing governance bodies;
- A detailed description of how decisions on programmatic priorities funded by SLCGP will be made and how those decisions will be documented and shared with its members and other stakeholders, as appropriate; and
- A description of defined roles and responsibilities for financial decision making and meeting administrative requirements.

To ensure ongoing coordination efforts, eligible entities are encouraged to share community preparedness information from other preparedness grant programs as submitted in a state's Biannual Strategy Implementation Report with members of the Cybersecurity Planning Committee. Eligible entities are also encouraged to share their Threat and Hazard Identification and Risk Assessment/Stakeholder Preparedness Review data with members of the Cybersecurity Planning Committee who are applying for other FEMA preparedness grants to enhance their understanding of statewide capability gaps.

To manage this effort and to further reinforce collaboration and coordination across the stakeholder community, a portion of the 20% funding holdback of a state (including territories) award may be utilized by the eligible entity to support the Cybersecurity Planning Committee and to ensure representation and active participation of Cybersecurity Planning Committee members. Funding may be used for hiring and training planners, establishing and maintaining a program management structure, identifying and managing projects, conducting research necessary to inform the planning process, and developing plans that bridge mechanisms, documents, protocols, and procedures.

Appendix C: Cybersecurity Plan

Submission of a Cybersecurity Plan is required for any eligible entity participating in the State and Local Cybersecurity Grant Program (SLCGP). The Cybersecurity Plan is a key component of a strategic approach to building cyber resilience. The Cybersecurity Planning Committee, with a holistic membership representing the various stakeholder groups across the entity, is responsible for developing, approving, revising, and implementing the Cybersecurity Plan.

Accordingly, the Cybersecurity Plan should establish high level goals and finite objectives to reduce specific cybersecurity risks at SLT governments across the eligible entity. The Cybersecurity Plan should also serve as the overarching framework for the achievement of the SLCGP goal, with grant-funded projects working to achieve outcomes. Regional approaches, as part of an entity-wide approach, should also be considered.

In developing the Cybersecurity Plan, the Cybersecurity Planning Committee should consider the following:

- Existing governance and planning documents and identification of any planning gaps that should be addressed by the Cybersecurity Plan;
- Existing assessments and evaluations (e.g., reports, after action reports) conducted by SLT governments within the entity and any planning gaps that require additional assessments and/or evaluations; and
- Identification of potential SLCGP projects to address planning gaps and prioritize mitigation efforts.

Cybersecurity Plan Overview

The following identifies the overall plan requirements and additional considerations that eligible entities should consider when constructing the Cybersecurity Plan. Although there is no required format for the Cybersecurity Plan, Cybersecurity Planning Committees are encouraged to review the Cybersecurity Plan Template, which includes additional details, samples, and templates.

Cybersecurity Plans must include and address the following items:

Cybersecurity Plan Basics

- Comprehensive strategic plan to reduce cybersecurity risk and increase capability across the entity
- Entity-wide plan, not a single entity
- Should cover 2 to 3 years
- Must include required elements, with discretion to add other elements as necessary
- Existing plans can be utilized
- There is no required template, but required elements must be identifiable for review purpose
- Individual projects must align to Cybersecurity Plan
- Must be approved by the Cybersecurity Committee **and** CIO/CISO/Equivalent
- CISA approves for DHS
- Plans are initially approved for 2 years; annually thereafter

Plan Components

- Roles and responsibilities
- Required elements
- Discretionary elements
- Capabilities assessment
- Implementation plan
- A summary of projects
- Metrics

- **Incorporate, to the extent practicable, any existing plans to protect against cybersecurity risks and cybersecurity threats to information systems owned or operated by, or on behalf of, SLTs.** Building upon and incorporating existing structures and capabilities allows entities to provide governance and a framework to meet the critical cybersecurity needs across the entity while making the best use of available resources. For example, consider referencing an existing emergency management plan to address potential downstream impacts affecting health and safety when responding to or recovering from a cybersecurity incident.
- **Describe how input and feedback from local governments and associations of local governments was incorporated.** For states, the SLCGP is intended to reduce cybersecurity risk across the eligible entity. Incorporating input from local entities is critical to building a holistic Cybersecurity Plan.
- **Include the specific required elements** (see Required Elements section of this Appendix below). There are 16 required elements that are central to the Cybersecurity Plan and represent a broad range of cybersecurity capabilities and activities. They also include specific cybersecurity best practices that, when implemented over time, will substantially reduce cybersecurity risk and cybersecurity threats. While each of the 16 required elements must be addressed in the plan, this may include a brief explanation as to why certain elements are not currently being prioritized. Not all 16 elements are required to be aligned to projects and have associated funding. These determinations should be addressed in accordance with capability gaps and vulnerabilities identified through an objective assessment process.
- **Describe, as appropriate and to the extent practicable, the individual responsibilities of the state and local governments within the state in implementing the Cybersecurity Plan.** Defining the roles and responsibilities of SLT governments is critical from both governance and implementation perspectives.
- **Assess the required elements from an entity-wide perspective.** The candid assessment of the current capabilities of SLT entities is the first step in reducing cybersecurity risk across the entity. This assessment also serves as the justification for individual projects. Additional information on the assessment is provided below and in the Cybersecurity Plan Template.
- **Outline, to the extent practicable, the necessary resources and a timeline for implementing the plan.** The Cybersecurity Plan is a strategic planning tool that looks two to three years into the future. Accordingly, it should map how the Cybersecurity Planning Committee seeks to achieve plan goals and objectives. Cybersecurity Plans should address how SLCGP funds will help develop and/or implement the plan. It should also map how other activities and funding sources contribute to the achieving the outcomes described in the plans.
- **Summary of associated projects.** Individual projects are the way elements of the plan are implemented over time. The plan must include a summary of projects associated with each required and discretionary element, designating which will use SLCGP funds. Details for each project using SLCGP funds must be included in the Investment Justification.
- **Describe the metrics that the eligible entity will use to measure progress.** The metrics that will be used must measure implementation of the Cybersecurity Plan and, more broadly, cybersecurity risks reduction across the state. These are different than the

metrics that will be used to measure outcomes of the SLCGP, as described in Section A.10-A.11 and Appendix A of this NOFO. Additional information is provided in the Cybersecurity Plan Metric Section below and also in the Cybersecurity Plan Template.

- **Approvals - the Cybersecurity Plan must be approved by the Cybersecurity Planning Committee and the CIO/CISO/Equivalent.** The eligible entity, upon submitting the Cybersecurity Plan, must certify that the Cybersecurity Plan has been formally approved by the Cybersecurity Planning Committee and the CIO/CISO/Equivalent of the eligible entity.

Cybersecurity Planning Committees should also consider the following when constructing the Cybersecurity Plan:

- **Holistic approach to the Cybersecurity Plan.** The Cybersecurity Plan should be strategic in nature, guiding development of capabilities to address cybersecurity risks and threats across the state or territory. Individual projects should demonstrably support the state, territorial, and local entities in achieving those capabilities over time.
- **Focused investments that are sustainable over time.** The SLCGP currently is authorized for four years and limited funds are available. Cybersecurity Plans must address how SLT entities will sustain capabilities once the program ends or funds are no longer available.
- **State role as leader and service provider.** Many states have significant cyber defenses and elect to provide services to local entities to improve capabilities. Where appropriate, states should consider approaches to support state-wide efforts, that may include using funds to provide services to local entities. Multi-entity projects are another way that eligible entities can group together to address cybersecurity risk and build capabilities (See Appendix D for additional information on multi-entity activities).
- **Building from existing efforts.** Cybersecurity Committees should consider describing how cooperative programs developed by groups of local governments are integrated into the entity-wide approach.
- Additional cybersecurity elements prioritized by the Cybersecurity Planning Committee.

Required Elements

If there are any existing plans that meet the required elements, references to them may be used in lieu of incorporating them in their entirety. The Cybersecurity Plan must describe, to the extent practicable, how the state plans to address the below elements. The Cybersecurity Plan is a strategic document, looking broadly across the entire jurisdiction. The description should support the vision, mission and other strategic guidance set by the Cybersecurity Planning Committee.

1. Manage, monitor, and track information systems, applications, and user accounts owned or operated by, or on behalf of, the state or local governments within the state, and the information technology deployed on those information systems, including legacy information systems and information technology that are no longer supported by the manufacturer of the systems or technology.
2. Monitor, audit, and track network traffic and activity transiting or traveling to or from information systems, applications, and user accounts owned or operated by, or on behalf of, the state or local governments within the state.

3. Enhance the preparation, response, and resilience of information systems, applications, and user accounts owned or operated by, or on behalf of, the state or local governments within the state, against cybersecurity risks and cybersecurity threats.
4. Implement a process of continuous cybersecurity vulnerability assessments and threat mitigation practices prioritized by degree of risk to address cybersecurity risks and cybersecurity threats on information systems, applications, and user accounts owned or operated by, or on behalf of, the state or local governments within the state.
5. Ensure that the state or local governments within the state, adopt and use best practices and methodologies to enhance cybersecurity, discussed further below.

The following cybersecurity best practices under required element 5 must be included in each eligible entity's Cybersecurity Plan:

- Implement multi-factor authentication;
- Implement enhanced logging;
- Data encryption for data at rest and in transit;
- End use of unsupported/end of life software and hardware that are accessible from the Internet;
- Prohibit use of known/fixed/default passwords and credentials;
- Ensure the ability to reconstitute systems (backups); and
- Migration to the .gov internet domain.

Additional best practices that the Cybersecurity Plan can address include:

- The National Institute of Standards and Technology (NIST) Cybersecurity Framework;
- NIST's cyber chain supply chain risk management best practices; and
- Knowledge bases of adversary tools and tactics.

Required Cybersecurity Best

Practices: Although these cybersecurity best practices must be addressed in the Cybersecurity Plan, immediate adoption by every SLT entity is not required. Cybersecurity Plans must clearly articulate efforts to implement these cybersecurity best practices across the eligible entity within reasonable timelines. Individual projects that assist SLT entities adopt these best practices should also be prioritized by the Cybersecurity Planning Committee. As there are multiple ways to implement the best practices, this approach provides committees the flexibility to work with SLT entities to design a plan that takes resource constraints, existing programs, and other factors into account.

6. Promote the delivery of safe, recognizable, and trustworthy online services by the state or local governments within the state, including through the use of the .gov internet domain.
7. Ensure continuity of operations of the state or local governments within the state, in the event of a cybersecurity incident, including by conducting exercises to practice responding to a cybersecurity incident.

8. Use the National Initiative for Cybersecurity Education (NICE) Workforce Framework for Cybersecurity developed by NIST to identify and mitigate any gaps in the cybersecurity workforces of the state or local governments within the state, enhance recruitment and retention efforts for those workforces, and bolster the knowledge, skills, and abilities of personnel of the state or local governments within the state, to address cybersecurity risks and cybersecurity threats, such as through cybersecurity hygiene training.
9. Ensures continuity of communication and data networks within the jurisdiction of the state between the state and local governments within the state in the event of an incident involving those communications or data networks.
10. Assess and mitigate, to the greatest degree possible, cybersecurity risks and cybersecurity threats relating to critical infrastructure and key resources, the degradation of which may impact the performance of information systems within the jurisdiction of the state.
11. Enhance capabilities to share cyber threat indicators and related information between the state, local governments within the state, and CISA.
12. Leverage cybersecurity services offered by the Department (See Appendix G for additional information on CISA resources and required services and membership).
13. Implement an information technology and operational technology modernization cybersecurity review process that ensures alignment between information technology and operational technology cybersecurity objectives.
14. Develop and coordinate strategies to address cybersecurity risks and cybersecurity threats. Local governments and associations of local governments within the state should be consulted. Cybersecurity Planning Committees should also consider consulting neighboring entities, including adjacent states and countries.
15. Ensure adequate access to, and participation in, the services and programs described in this subparagraph by rural areas within the state.
16. Distribute funds, items, services, capabilities, or activities to local governments.

Cybersecurity Planning Committees are strongly encouraged to expand their Cybersecurity Plans beyond the required elements. This may include a focus on specific critical infrastructure or emphasis on different types of SLT entities.

Required Capabilities Assessment

Given the Cybersecurity Plan is a strategic document, it should not identify specific vulnerabilities but instead capture the broad level of capability across the jurisdiction. The assessment will become the road map for individual projects and activities using SLCGP funds.

All Investment Justifications must reference the capability gaps identified in the assessment. The Cybersecurity Plan Capabilities Assessment Worksheet (see Cybersecurity Plan

Template) provides an easy way for Cybersecurity Planning Committees to capture this information and can be customized as appropriate.

Summary of Projects

Although the Cybersecurity Plan is a strategic document, it must show how individual projects and activities will implement the plan over time. A summary of projects using FY 2022 SLCGP funds associated with each required and discretionary element provides a helpful snapshot of state- and territory-wide capability and capacity that will be achieved as a result of this funding. Details for each project using SLCGP funds must be included in Investment Justification (see Appendix F) and is to include a description of the purpose of the project and what it will accomplish, and, more specifically, how the project will address an identified gap or need and how it supports one or more of the required elements.

The Cybersecurity Plan Template includes a fillable Project Plan Worksheet, a sample of which is below.

- **Column 1.** Project number assigned by the entity
- **Column 2.** Name the project
- **Column 3.** Brief (e.g., 1-line) Description of the purpose of the project
- **Column 4.** The number of the Required Elements the project addresses
- **Column 5.** Estimated project cost
- **Column 6.** Status of project (future, ongoing, complete)
- **Column 7.** Project priority listing (high, medium, low)
- **Column 8.** Project Type (Plan, Organize, Equip, Train, Exercise)]

1.#	2.Project Name	3.Project Description	4.Related Required Element #	5. Cost	6.Status	7.Priority	8.Project Type

Cybersecurity Plan Metrics

Cybersecurity Plans must include language detailing how the state will measure both: 1) how the state will implement the plan; and 2) how the state will reduce cybersecurity risks to, and identify, respond to, and recover from cybersecurity threats to, information systems owned or operated by, or on behalf of, the state or local governments within the state. These measures should be at the macro level, related to the goals, objectives, and priorities as part of the overarching strategic plan and not associated with individual projects. See page 6 of this NOFO for additional information on required metrics and reporting.

States, and their Cybersecurity Planning Committees in helping with Cybersecurity Plans, should consider the following when developing metrics:

- Aligning metrics to the Cybersecurity Plan and the established program goals and objectives included at Appendix A.
- Reviewing existing metrics that are in use across the state; and
- The data for each metric must be available and reportable and should not create unnecessary burdens to collect.

The Cybersecurity Plan Template provides a fillable table for reporting metrics.

Sample Table - Cybersecurity Plan Metrics			
Program Objectives	Program Sub-Objectives	Associated Metrics	Metric Description (details, source, frequency)
1.	1.1		
	1.2		
	1.3		
2.	2.1		
3.	3.1		
	3.2		
4.	4.1		
	4.2		
	4.3		

Appendix D: Multi-Entity Grants

Multiple eligible entities can group together to address cybersecurity risks and cybersecurity threats to information systems within the jurisdictions that comprise the group. There is no separate funding for multi-entity awards. Instead, these investments would be considered as group projects and be funded out of the participating entities' published allocations. These projects should be included as individual Investment Justifications from each participating eligible entity, each approved by the respective Cybersecurity Planning Committee, and each aligned with the eligible entity's Cybersecurity Plan.

Eligibility

In addition to applying as a single entity, an eligible entity (e.g., the SAA) may partner with one or more other eligible entities to form a multi-entity group. Members of multi-entity groups work together to address cybersecurity risks and cybersecurity threats to information systems within their jurisdictions. There is no limit to the number of participating entities in a multi-entity group. Local entities can be included in the project, but their respective eligible entity (i.e., State) must also participate at some level. There is no separate funding for multi-entity awards. Instead, they should be considered as group projects within their existing state or territory allocations. Projects should be included as individual Investment Justifications from each participating eligible entity, each approved by the respective Planning Committee and aligned with each respective eligible entity's Cybersecurity Plan.

Additionally, note that for multi-entity groups, all individual eligible entities must have already developed a Cybersecurity Plan.

Benefits

Cost Savings:

A multi-entity grant will be counted against the total apportionment of each entity. However, multi-entity grants may permit smaller entities to combine resources with larger entities to reap the benefits associated with larger acquisitions. At the same time, all parties to a multi-entity grant may realize cost savings due to volume purchases. The multi-entity group will also benefit from a total of 10% reduction in cost share requirements for that specific project. For FY 2022, this means that multi-entity projects would not require any recipient cost share.

Shared Resources:

Since the multi-entity group may be comprised of state (including territorial) governments, each shall benefit from information sharing and awareness opportunities.

Requirements and Process Overview

- Eligible entities work collaboratively to define the group project and the roles and responsibilities for each eligible entity.
- Each eligible entity must have a Cybersecurity Plan that has been approved by CISA – there is no exception to allow multi-entity groups to use a grant to develop any entity's Cybersecurity Plan.
- The project must improve or sustain capabilities identified in the respective Cybersecurity Plans for each eligible entity.

- The Cybersecurity Planning Committee of each participating eligible entity must approve the individual project.
- Each eligible entity will be required to submit an Investment Justification describing the following:
 - A description of the overarching multi-entity project;
 - The other eligible entities and all participating state, local, tribal, and territorial entities and identify the division of responsibilities amongst the multi-entity group;
 - The distribution of funding from the grant among the eligible entities that comprise the multi-entity group, to include any subawards made to local entities; and
 - How the eligible entities that comprise the multi-entity group will work together to implement the Cybersecurity Plan of each of those eligible entities.

Additional details can be found in Appendix F – Investment Justification.

Note: It is expected that Investment Justifications for multi-entity projects will be almost identical. Any differences should be as a result of alignment with the entities' respective Cybersecurity Plans.

Appendix E: Imminent Cybersecurity Threat

The SLCGP is primarily a security preparedness program focused on reducing cyber risks by helping SLT entities address cybersecurity vulnerabilities and build cybersecurity capabilities. Over time, the program activities and investments will reduce the potential impact of cybersecurity threats and incidents. The State and Local Cybersecurity Improvement Act enumerates, as one eligible use of funds, activities that address imminent cybersecurity threats, as follows: “An eligible entity that receives a grant under this section and a local government that receives funds from a grant under this section, as appropriate shall use the grant to... (4) assist with activities that address imminent cybersecurity threats as confirmed by the Secretary, acting through the [CISA] Director, to the information systems owned or operated by, or on behalf of, the eligible entity or a local government within the jurisdiction of the eligible entity.” 6 U.S.C. § 665g(d)(4).

The following provides an overview of the processes for the FY 2022 grant cycle from a grant management perspective. Specific details on CISA’s criteria and process for confirming an imminent cybersecurity threat are not included here. The following also does not supersede or replace existing threat notification procedures or existing methods to collaborate on operational cybersecurity matters.

Process Overview

- Any eligible entity seeking to use SLCGP funds to address an imminent cybersecurity threat, as confirmed by the Secretary, acting through the CISA Director, must have a Cybersecurity Plan approved by CISA unless DHS has granted the eligible entity an exception for the FY 2022 grant cycle to use the grant to develop a Cybersecurity Plan.
- Only DHS, through CISA, confirms an imminent cybersecurity threat.
- SLT entities cannot request a threat to be confirmed an imminent cybersecurity threat.
- Upon confirmation, DHS will notify the State Administrative Agency (SAA) at the eligible entity. DHS will notify impacted SLT entities as appropriate.
- FEMA will issue an Information Bulletin detailing the impacted entities and procedures for reprogramming SLCGP funds in support of the specific imminent cybersecurity threat. The scope of the Information Bulletin will be dependent on the nature of the imminent cybersecurity threat.
- The eligible entity must notify the Cybersecurity Planning Committee and chief information officer (CIO)/chief information security officer (CISO)/equivalent of the eligible entities, which are responsible for reviewing, prioritizing, and approving projects under SLCGP.
 - Impacted SLT entities should be notified consistent with established governance structures and notification processes within the eligible entity.
- It will be left at the discretion of eligible entity, in consultation with the Cybersecurity Planning Committee and CIO/CISO/equivalent, and in collaboration with other entities as necessary, to review the imminent cybersecurity threat information and determine if SLCGP funds are to be used to assist with activities that address the imminent cybersecurity threats.
- If the eligible entity wants to use any of its grant funds to address imminent cybersecurity threats that may arise during the period of performance, the eligible entity must include

this in and submit an Investment Justification aligned to Objective 3. There is no minimum amount that the eligible entity must request or reserve through this Investment Justification, and if the eligible entity needs to reallocate funding across its approved Investment Justifications to address imminent cybersecurity threats, the eligible entity should collaborate with any subrecipient potentially impacted by the reallocation of funds.

Appendix F: Investment Justification Form and Instructions

Overview

Only one application will be submitted by the eligible entity. The application will consist of up to four (4) Investments, one for each SLCGP objective (see Appendix A for more information on the goal and objectives).

Investments for SLCGP Objectives 1, 2, and 3 must have at least one project. Investments for SLCGP Objective 4 are optional for the FY 2022 SLCGP. If an IJ is submitted for Objective 4, then it also must have at least one project.

For each objective, whether required or optional, Applicants must submit up to one IJ form per SLCGP objective, and at least one Project Worksheet for each submitted Investment Justification. Each IJ should have the same application-level information. Project level information should vary based on the associated SLCGP Objective.

Use the following naming convention for the IJs and Project Worksheets: [Insert name of state or territory] Objective [insert number of corresponding objective – 1, 2, 3 or 4]. For example: Alaska Objective 2.

Multi-entity efforts must be included as individual projects in the Project Worksheet, aligned to the appropriate investment (i.e., SLCGP objective). Additional information is provided below

General Process

- Download IJ Template
- Download IJ Project Worksheet
- Save a separate IJ Template and Project worksheet for each SLCGP Objective.
- Add the same portfolio information to each IJ file.
- Complete the investment level information for each objective.
- Identify individual projects for each objective using the Project Worksheet.
- Submit the following files via ND Grants:
 - Cybersecurity Plan (unless requesting an exemption)
 - One (1) IJ form for each SLCGP objective.
 - One (1) Project worksheet for each SLCGP objective.

The IJ Template and special completion instructions are provided below as a reference, but applicants should download the IJ Template at the link provided above to complete for each SLCGP objective. The IJ Template used for this program is from the approved collection for the Homeland Security Grant Program, but many of the elements still apply to SLCGP. The instructions in the last column explain how a field in the IJ Template applies or does not apply to SLCGP. Please contact the applicable FEMA Preparedness Officer if unsure whether any elements of the IJ Template are required to be filled out.

Paperwork Burden Disclosure Notice:

Public reporting burden for this data collection is estimated to average 72 hours per response. The burden estimate includes the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and submitting this form. This collection of information is required to obtain or retain benefits. You are not required to respond to this collection of information unless a valid OMB control number is displayed on this form. Send comments regarding the accuracy of the burden estimate and any suggestions for reducing the burden to: Information Collections Management, Department of Homeland Security, Federal Emergency Management Agency, 500 C Street, SW., Washington, DC 20472-3100, Paperwork Reduction Project (1660-0125) NOTE: Do not send your completed form to this address.

HSGP IJ PLANNING TEMPLATE	SLCGP SPECIAL INSTRUCTIONS
<p>The IJ Template is useful for the Portfolio and Investment section questions. For the project section, applicants should use the Project Worksheet to record all proposed projects. The Project Worksheet is available at grants.gov. The template allows applicants to use spelling and grammar as well as character count functions available in MS Word during the IJ development process. To ensure adherence with formatting requirements, applicants are strongly encouraged to utilize these functions prior to copying text from MS Word to the Grant Reporting Tool (GRT). Please note that character count limits include spacing and all forms of punctuation. To simplify the transfer of the narrative information section into the GRT, it is also recommended that applicants save a working copy of this Template, deleting Part III and the Appendix.</p>	<p>The GRT will NOT be used for the SLCGP. Instead, applicants must use the MS Excel version of the Project Worksheet and submit one file for each SLCGP Objective.</p>
<p>PART I. PORTFOLIO INFORMATION</p>	
<p><i>The portfolio provides the overall context for the investments and projects included in the application. The applicant must answer the two portfolio questions only once.</i></p>	<p><i>The portfolio provides the overall context for the investments and projects included in the application. The applicant must answer the two portfolio questions only once. The responses should be copied into each of the IJs.</i></p>
<p>I. A. Describe how this portfolio of investments and projects addresses gaps and/or sustainment in the Threat and Hazard Identification Risk Assessment (THIRA)/Stakeholder Preparedness Review (SPR).</p>	
<p><u>Guidance for Completing this Section (2500 character limit):</u></p> <p>For purposes of the State Homeland Security Program (SHSP) and the Urban Area Security Initiative (UASI), DHS/FEMA requires states, territories, and Urban Areas to prioritize grant funding to support closing capability gaps or sustaining capabilities identified in the THIRA and SPR process (formerly known as the State Preparedness Report). Each IJ must describe how proposed investments will help build or sustain capabilities (SPR step 1) and/or address capability gaps and sustainment needs (SPR step 2) to help them achieve capability targets (THIRA step 3). IJs may also describe how proposed investments will help address functional area gaps identified in the SPR that may not be directly tied to capability targets.</p> <p>At a high level, applicants should identify the relevant portions of their THIRA/SPR that most of the activities in the investment will address. Then applicants must identify how the proposed investment will address one or more of the capability gaps identified in the most recent SPR. The specific capability gap as found in the SPR must be noted in the investment. The applicant should then</p>	<p>A 2500 character limit is allowed for this response.</p> <p>Guidance for Completing this Section: THIS SECTION IS NOT REQUIRED IF ELIGIBLE ENTITIES IS REQUESTING AN EXEMPTION FROM SUBMITTING A CYBERSECURITY PLAN (SEE NOTICE OF FUNDING OPPORTUNITY PAGE 22 FOR MORE DETAILS ON THE EXEMPTION PROCESS). If an exemption is being requested, please state “Exemption requested. Section will be updated when Cybersecurity Plan is submitted for review and approval.” Applicants will be required to update this section once the Cybersecurity Plan is submitted for review, along with updated individual projects. THE FOLLOWING ASSESSMENT IS REQUIRED IF AN eligible entity IS SUBMITTING A CYBERSECURITY PLAN FOR REVIEW BY CISA.</p>

HSGP IJ PLANNING TEMPLATE	SLCGP SPECIAL INSTRUCTIONS
<p>specifically describe why those proposed activities outlined within the investment are a priority for the applicant.</p>	<p>Applicants should briefly describe the capabilities of the SLT agencies across the eligible entity related to the required elements of the Cybersecurity Plan. Note the inclusion of the priority Cybersecurity Best Practices. The description should provide the framework for all investment requests provided within the IJ. It is important to provide the best possible assessment of capabilities of SLT entities within the eligible entity, not only the eligible entity itself. In the case of states, this means including local entities, providing a state-wide assessment of capabilities specifically related to the required elements of the Cybersecurity Plan. Wherever possible, applicants should cite the source (e.g., assessment, survey, exercise) used to evaluate each capability.</p> <p><u>Use the list of elements below as headers for each section or subsection, to the extent practicable and as applicable.</u></p> <ol style="list-style-type: none"> 1. Manage, monitor, and track information systems, applications, and user accounts 2. Monitor, audit, and track network traffic and activity 3. Enhance the preparation, response, and resilience of information systems, applications, and user accounts 4. Implement a process of continuous cybersecurity vulnerability assessments and threat mitigation practices prioritized by risk 5. Adopt and use best practices and methodologies to enhance cybersecurity <ul style="list-style-type: none"> • Implementation of multi-factor authentication. • End the use of unsupported/end of life software and hardware that are accessible from the Internet. • Prohibition against use of known/fixed/default passwords and credentials. • Ensure the ability to reconstitute systems (backups); and • Migration to the .gov internet domain. • Implement enhanced logging. • Data encryption for data at rest and in transit. 6. Promote the delivery of safe, recognizable, and trustworthy online services, including through the use of the .gov internet domain 7. Ensure continuity of operations including by conducting exercises 8. Identify and mitigate any gaps in the cybersecurity workforces, enhance recruitment and retention efforts, and bolster the knowledge, skills, and abilities of personnel (reference to NICE Workforce Framework for Cybersecurity)

HSGP IJ PLANNING TEMPLATE					SLCGP SPECIAL INSTRUCTIONS
					<ol style="list-style-type: none"> 9. Ensure continuity of communications and data networks in the event of an incident involving communications or data networks 10. Assess and mitigate, to the greatest degree possible, cybersecurity risks and cybersecurity threats relating to critical infrastructure and key resources, the degradation of which may impact the performance of information systems 11. Enhance capabilities to share cyber threat indicators and related information between the eligible entity and the Department 12. Leverage cybersecurity services offered by the Department 13. Implement an information technology and operational technology modernization cybersecurity review process that ensures alignment between information technology and operational technology cybersecurity objectives 14. Develop and coordinate strategies to address cybersecurity risks and cybersecurity threats 15. Ensure rural communities have adequate access to, and participation in plan activities 16. Distribute funds, items, services, capabilities, or activities to local
I. B. Identify the amount and percentage of funding that will be allocated for Management and Administration expenditures.					
<p>Note: The total Management and Administration (M&A) amount and total M&A percentage will not be automatically calculated in the table below. The GRT will automatically calculate the total when applicants transfer their answers. The total M&A percentage may not exceed 5% of the allocated funding. Please note that M&A should be calculated at the portfolio level per funding source (e.g., [State Homeland Security Program (SHSP) or Urban Area Security Initiative (UASI)]) and not at the individual Investment level. Any M&A funds retained for the administration of the Operation Stonegarden Program will be reported in the Bi-annual Strategy Implementation Report (BSIR).</p>					<p>Note: The total Management and Administration (M&A) amount and total M&A percentage will not be automatically calculated in the table below. As the GRT is not being used, applicants will have to calculate the total M&A manually. Please note that M&A should be calculated at the portfolio level – all of SLCGP – and not at the individual Investment level.</p>
Program	Requested Amount	M&A Amount	M&A Percentage	Subtotal (Requested Amount + M&A)	
SHSP	\$	\$	%	\$	Do not enter any figures here.
UASI	\$	\$	%	\$	Do not enter any figures here.
Total	\$	\$	%	\$	Enter figures only in the Total row.

HSGP IJ PLANNING TEMPLATE		SLCGP SPECIAL INSTRUCTIONS	
PART II. SPECIFIC INVESTMENT INFORMATION			
II. A. Provide the Investment name: (100 character limit)		Insert the related objective (i.e., “Objective 1”, “Objective 2”, “Objective 3” or “Objective 4”). No additional text is needed.	
II. B. Investment Type: Choose one of the following from the GRT dropdown menu: Consolidated Fusion Center Investment, Consolidated Cybersecurity Investment, or Standard Investment		Select “Consolidated Cybersecurity Investment” from the dropdown menu.	
Please note that all fusion center-related funding requests must be consolidated into a single investment per funding source (e.g., SHSP or UASI) in which recognized fusion centers reside. The consolidated fusion center Investment per funding source must address direct funding support for the recognized fusion center. For a list of recognized fusion centers, please see (http://www.dhs.gov/fusion-center-locations-and-contact-information). Also note that there must be at least one investment in support of the state, urban area or territory’s cybersecurity efforts.		N/A	
II. C. What is the funding source for this investment: Each investment must identify a programmatic funding source (SHSP or UASI). If a project will use multiple sources of funding, separate the amounts of funding from each source under different investments. If UASI funds are used by the eligible entity in support of the Urban Area, the eligible entity must, as part of the up to 10 UASI investments, propose an investment describing how UASI funds will be used by the eligible entity to directly support the Urban Area.		N/A	
Funding Source		Funding Amount	
Proposed Funding Source (<i>Select One</i>)		\$	N/A
Proposed Amount		\$	Enter total proposed funding for the entire investment (i.e., all projects associated with SLCGP Objective)
II. D. How much of this Investment will be obligated towards Law Enforcement Terrorism Prevention Activities (LETPA)? \$		How much of this investment will be obligated towards local and rural governments? Enter the local total followed by the rural total, using “/” between the two numbers. For example: \$100/\$50	
Per section 2006 of the <i>Homeland Security Act of 2002</i> , as amended, (6 U.S.C. § 607), FEMA is required to ensure that at least 25 percent (25%) of grant funding appropriated for the Homeland Security Grant Program are used for LETPA. FEMA meets this requirement, in part, by requiring all SHSP and UASI recipients to ensure that at least 25% of grant funding appropriated for grants awarded under HSGP's authorizing statute is used for LETPA. The LETPA allocation can be from SHSP, UASI or both. This requirement does not include award funds from OPSG.		LETPA does not apply to SLCGP but all eligible entities that receive an SLCGP grant are required to ensure that at least 80% of grant funding appropriated for the SLCGP are obligated or otherwise made available to local governments. Additionally, at least 25% of grant funding appropriated for the SLCGP must be obligated or otherwise made available to rural governments within the jurisdiction of the eligible entity, consistent with their Cybersecurity Plan.	
II. E. Describe the investment, specifically how it addresses gaps and/or sustainment in the Threat and Hazard Identification Risk Assessment (THIRA)/Stakeholder Preparedness Review (SPR).		The purpose of this section is to describe how projects for each investment (e.g., Objective 1) align to the entity’s Cybersecurity Plan. It	

HSGP IJ PLANNING TEMPLATE	SLCGP SPECIAL INSTRUCTIONS
<p>Guidance for Completing this Section (2500, character limit): At a high level, applicants should identify the relevant portions of their THIRA/SPR that most of the activities in the investment will address. Then applicants must identify how the proposed investment will address one or more of the capability gaps identified in the most recent SPR. The specific capability gap as found in the SPR must be noted in the investment. The applicant should then specifically describe why those proposed projects outlined within the investment are a priority for the applicant.</p>	<p>also allows the applicant to describe how implementing the plan will be measured (metrics).</p> <p>Guidance for Completing this Section: The purpose of this section is to describe how projects for each investment (e.g., Objective 1) align to the entity’s Cybersecurity Plan. It also allows the applicant to describe how implementing the plan will be measured (metrics).</p> <p>IF AN EXEMPTION FROM THE CYBERSECURITY PLAN IS REQUESTED IN SECTION I.A. (SEE THE NOTICE OF FUNDING OPPORTUNITY PAGE 22 FOR MORE DETAILS ON THE EXEMPTION PROCESS)</p> <p>If an exemption is being requested, please state “Exemption requested. Section will be updated when Cybersecurity Plan is submitted for review and approval.”</p> <p>Applicants will be required to update this section once the Cybersecurity Plan is submitted for review, along with updated individual projects.</p> <p>IF AN EXEMPTION FROM THE CYBERSECURITY PLAN IS NOT REQUESTED</p> <p>A. Cybersecurity Plan Alignment</p> <ul style="list-style-type: none"> • Applicants should list each project and reference the specific sections of their Cybersecurity Plan that each of the projects within this investment are aligned. The applicant should use page numbers and identify specific sections of their Cybersecurity Plan to aid the reviewer in the analysis of the response provided. • Then applicants must identify how the proposed project will address one of the capability gaps referenced in section I.A. The applicant should then specifically describe why those proposed activities outlined within the IJ are a priority for the applicant. <p>B. Performance Metrics</p> <ul style="list-style-type: none"> • Applicants must provide the metrics described in their Cybersecurity Plan. • For each metric, applicants must define key terms, identify the source of the data, how the data is collected, the frequency of data collection, and association to any specific projects, if applicable.
<p>PART III. PROJECT INFORMATION</p> <p>All requested funding must be associated with specific projects. For each project, several pieces of information, or attributes, must be provided to submit the project for consideration in the application. The tables below list each attribute, followed by a description and a set of instructions for the applicant to follow to provide the appropriate information.</p>	<p>All requested funding must be associated with specific projects. For each project, several pieces of information, or attributes, must be provided to submit the project for consideration in the application. The tables below</p>

HSGP IJ PLANNING TEMPLATE			SLCGP SPECIAL INSTRUCTIONS
<p>To prepare for completing the IJ in the GRT, applicants should utilize the Project Worksheet (http://www.fema.gov/grants) to plan their applications and to record the necessary information for each project. The Project Worksheet is divided into two tabs: Baseline Project Information and Project Implementation. Once applicants provide a name for a project on the Baseline Project Information tab, the name will auto-populate on the Project Implementation tab.</p> <p>The Project Worksheet provides drop-down selections for several of the project attributes. The applicant may then use the information collected in the worksheet for rapid transfer to the GRT interface. Each project will be given a unique identifier as it is submitted via the GRT. Applicants should keep a record of the project identifiers as they will be required to report on each project using that identifier.</p>			<p>list each attribute, followed by a description and a set of instructions for the applicant to follow to provide the appropriate information.</p> <p>As previously stated, the GRT will not be used, and applicants must submit one Project Worksheet for each SLCGP objective.</p> <p>The Project Worksheet is divided into two tabs: Baseline Project Information and Project Implementation. Once applicants provide a name for a project on the Baseline Project Information tab, the name will auto-populate on the Project Implementation tab.</p>
III. A. Project Alignment to Core Capability Gaps			
<p>The first section of project attributes contains basic information about how the projects support or build core capabilities. These attributes are required for every project. If an attribute is left blank in the GRT an error message will appear and the applicant will not be able to submit the application.</p> <p>The GRT will provide a list of sub-recipients from previous awards. Alternatively, the applicant will have the opportunity to add a new subrecipient to the list. The attribute of 'Sub-recipient type' will be auto-populated based on the sub-recipient selection. The applicant must ensure that 80% of the award funds are passed through to local entities.</p> <p>For additional information on the National Preparedness Goal (NPG) and core capabilities, please visit https://www.fema.gov/national-preparedness-goal.</p>			
Attribute Name	Description	Application Instructions	
Project Name	Descriptive identifier of the project	Provide a title for specified project (100 character maximum). The title must reflect the nature of work to be completed under the project.	<p>Provide a title for specified project (100 character max). Title must reflect nature of work to be completed under the project.</p> <p>Multi-entity projects: Include “multi-entity” at the beginning of the project name.</p>
Project Description	Descriptive narrative of the project	Provide a brief narrative describing the project at a high level (1500 character maximum). Identify the National Incident Management System (NIMS) typed resource if any, that is supported by this project. Refer to the Resource Typing Library Tool at http://www.fema.gov/resource-management-mutual-aid .	<p>Provide a brief narrative describing the project at a high level. (15001500, chars.) NIMS typed resource does not apply.</p> <p>The first line must identify the required element(s) of the cybersecurity plan the project addresses (see Appendix C of the NOFO). Simply include the number of the required element(s) in brackets separated by a comma. For example: [1,5]. If the project supports the plan development specifically, include [Plan Development].</p>

HSGP IJ PLANNING TEMPLATE			SLCGP SPECIAL INSTRUCTIONS
			<p>Multi-entity projects: Group project must explicitly include the following in their description:</p> <ul style="list-style-type: none"> • A description of the overarching multi-entity project; • The other eligible entities and all participating SLT entities and identify the division of responsibilities amongst the multi-entity group; • The distribution of funding from the grant among the eligible entities that comprise the multi-entity group, to include any sub-awards made to local entities; and • How the eligible entities that comprise the multi-entity group will work together to implement the Cybersecurity Plan of each of those eligible entities.
Attribute Name	Description	Application Instructions	
Recipient Type	State or local recipient for purposes of meeting the 80% pass through requirement	This attribute will auto populate in the GRT based on what state agency or subrecipient is selected.	Input either "State" or "Local".
Project Location	Zip code of the primary location of the project	Provide the 5-digit zip code where the project will be executed. The project location could be distinct from the sub-recipient address.	Provide the 5-digit zip code where the project will be executed. The project location could be distinct from the sub-recipient address.
Primary Core Capability	Primary core capability that the project will impact	Every project must support a core capability. Select the primary core capability associated with this project.	<p>Every project must support a SLCGP Objective. The dropdown box in the Project Worksheet is limited to the Core Capabilities. Use the following options to identify the primary SLCGP objective associated with the project:</p> <p>Objective 1 = Planning Objective 2 = Threats and Hazards Identification Objective 3 = Cybersecurity Objective 4 = Operational Collaboration</p>
Sustain or Build	Indicates whether the project will sustain or build a core capability	Select "build" if this project focuses on starting a new capability or the intent of the project is to close a capability gap (i.e., taking the core capability as a whole from an SPR score 1 to a 2), or "sustain" if the purpose of the project strictly maintains a core capability at its existing current level (i.e., the project does not move the core	Select "build" if this project focuses on starting a new capability or the intent of the project is to close a capability gap or "sustain" if the purpose of the project strictly maintains an existing capability at its existing current level.

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		capability as a whole neither up nor down from its existing SPR score).	
Deployable	Indicates if the assets or activities of the project are deployable to other states.	Is the core capability supported by this project deployable to other jurisdictions? (Yes/No)	Select "Yes" the project supports multiple jurisdictions (e.g., multiple cities), entities across the entire eligible entity (e.g., state providing service to local entities), or is a multi-entity project. Select "No" if the project primarily supports a single entity.
Shareable	Indicates if the assets or activities of the project are shareable within the state or with other states because the activities assets are not physically deployable.	Is the core capability supported by this project shareable with other jurisdictions? (Yes/No)	N/A
III. B. Project Alignment to Solution Areas			
The grant funded activities of every project must align to the HSGP solution areas: Planning, Organization, Exercises, Training and/or Equipment (POETE). A project may have activities in more than one solution area. For the POETE funding amounts the GRT will automatically calculate the total amount as you enter funding amounts. For additional information on the allowable cost categories, please refer to the HSGP NOFO.			Complete the following section as originally designed. The grant funded activities of every project must align to the SLCGP solution areas: Planning, Organization, Exercises, Training and/or Equipment (POETE). A project may have activities in more than one solution area. For the POETE funding amounts the Project Worksheet will automatically calculate the total amount as you enter funding amounts.
Attribute Name	Description	Application Instructions	
Planning	Dollar amount of the project supporting planning	Identify the amount of funds in the project that will be for planning activities.	

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Organization	Dollar amount of the project supporting organization	Identify the amount of funds in the project that will be for organization activities.	
Equipment	Dollar amount of the project supporting equipment	Identify the amount of funds in the project that will be for the purchase of equipment.	
Training	Dollar amount of the project supporting training	Identify the amount of funds in the project that will be for training activities.	
Exercises	Dollar amount of the project supporting exercises	Identify the amount of funds in the project that will be for exercise activities.	
Total	Total dollar amount for the project.	Automatically generated by the GRT from the sum of the POETE cost categories.	
II. C. Project Implementation and Management			
<p>For every project, identify the baseline for project implementation according to whether it builds on a previous investment. Not all projects will be linked to previous investments. Next, determine the appropriate project management phase. For new projects, this will likely be the 'initiate' or 'planning' phase. However, if the project builds on a previous investment, the project may be in a more advanced execution"" or 'control"" phase. As the project is implemented the recipient will be expected to report on the progress of the project through the management phases. Please reference Appendix A for a detailed description of the Project Management Life-cycle.</p> <p>The applicant will then be required to provide start and end dates for the project, within the 36 month period of performance. Finally, indicate whether the activities of the project will require new construction or renovation, retrofitting, or modification of existing structures. This project attribute is required as some project activities may require extensive environmental review which can affect when implementation can begin.</p>			This section does not apply to the SLCGP.
Attribute Name	Description	Application Instructions	
Does the Project Support a Previously	Indicates whether the project is related to an investment	Select yes if the current project is a continuation of an existing investment that has used grant funds for implementation from previous DHS/FEMA awards.	

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Awarded Investment?	awarded in a previous year.		
If yes, from which year?	Fiscal year of the previous award.	If the project is a continuation of a previous investment, select the specific investment from the list.	
If Yes, which investment?	The previously awarded investment that the project supports.	If the project is a continuation of a previous investment, select the specific investment from the list.	
What is the Last Completed milestone of the previous investment?	A description of the last completed milestone from the previously awarded investment.	Please refer to the investment identified above and then identify the last completed milestone from that investment. (250 character maximum)	
Project Management Step	The current Project Life-cycle phase of the previously awarded investment, or the new project.	Select the most applicable step.	
Start Date	Start date of the project/ previously Awarded Investment	Provide the approximate start date of the project, based on the expected notification of an award. If the project is a continuation of a previous investment, provide the approximate start date of that investment.	
End Date	End date of the project/ previously awarded investment	Provide the approximate end date of the project. If the end date is the end of the expected period of performance, provide that.	

HSGP IJ PLANNING TEMPLATE			SLCGP SPECIAL INSTRUCTIONS
Construction Activity	Indicates whether activities of the project will involve construction, renovation, retrofitting or modifications to an existing structure.	Select yes if the project may involve construction related activity.	
APPENDIX A. PROJECT MANAGEMENT LIFE-CYCLE			
<p>The standard definition of a project is a temporary endeavor with a defined beginning and end (usually time-constrained, and often constrained by funding or a deliverable), undertaken to meet unique goals and objectives, typically to bring about beneficial change or added value. Applying this standard to projects using preparedness grant funds, a project is a related set of activities and purchases supporting the building or sustaining of core capabilities; and is associated with a single entity responsible for execution.</p> <p>This approach will allow DHS/FEMA and applicants to categorize the grant funded project as a discrete unit for post-award management, reporting, and monitoring purposes. The main steps and processes of the Project Management Life-cycle are summarized in this table:</p>			
Steps	Description	Process	
Initiate	The authorization to begin work or resume work on any particular activity.	Involves preparing for, assembling resources and getting work started. May apply to any level, e.g., program, project, phase, activity, task.	
Steps	Description	Process	
Execute	The period within the project life-cycle during which the actual work of creating the project's deliverables is carried out.	Involves directing, accomplishing, managing, and completing all phases and aspects of work for a given project.	

HSGP IJ PLANNING TEMPLATE			SLCGP SPECIAL INSTRUCTIONS
Control	A mechanism which reacts to the current project status to ensure accomplishment of project objectives. This involves planning, measuring, monitoring, and taking corrective action based on the results of the monitoring.	Involves exercising corrective action as necessary to yield a required outcome consequent upon monitoring performance. Or the process of comparing actual performance with planned performance, analyzing variances, evaluating possible alternatives, and taking appropriate correct action as needed.	
Close Out	The completion of all work on a project. Can also refer to completion of a phase of the project.	Involves formally terminating and concluding all tasks, activities, and component parts of a particular project, or phase of a project.	
For additional information on the Project Management Life-cycle, please visit Project Management Institute's (PMI) <i>A Guide to the Project Management Body of Knowledge</i> (PMBOK Guide) at http://www.pmi.org/PMBOK-Guide-and-Standards.aspx . Specifically, applicants are encouraged to reference Chapter three of the PMBOK Guide, <i>The Standard for Project Management of a Project</i> .			

Appendix G: Required, Encouraged, and Optional Services, Memberships, and Resources

All SLCGP recipients and subrecipients are required to participate in a limited number of free services by CISA. For these required services and memberships, please note that participation is not required for submission and approval of a grant but is a post-award requirement.

All SLCGP recipients are strongly encouraged to participate in other memberships.

Additional, optional CISA resources are also available in this Appendix

REQUIRED SERVICES AND MEMBERSHIPS

Cyber Hygiene Services

- **Web Application Scanning** is an “internet scanning-as-a-service.” This service assesses the “health” of your publicly accessible web applications by checking for known vulnerabilities and weak configurations. Additionally, CISA can recommend ways to enhance security in accordance with industry and government best practices and standards.
- **Vulnerability Scanning** evaluates external network presence by executing continuous scans of public, static IPs for accessible services and vulnerabilities. This service provides weekly vulnerability reports and ad-hoc alerts.

To register for these services, email vulnerability_info@cisa.dhs.gov with the subject line “Requesting Cyber Hygiene Services – SLCGP” to get started. Indicate in the body of your email that you are requesting this service as part of the SLCGP.

For more information, visit CISA’s [Cyber Hygiene Information Page](#).

Nationwide Cybersecurity Review (NCSR)

The NCSR is a free, anonymous, annual self-assessment designed to measure gaps and capabilities of a SLT’s cybersecurity programs. It is based on the National Institute of Standards and Technology Cybersecurity Framework and is sponsored by DHS and the MS-ISAC.

Entities and their subrecipients should complete the NCSR, administered by the MS-ISAC, during the first year of the award/subaward period of performance and annually.

For more information, visit [Nationwide Cybersecurity Review \(NCSR\) \(cisecurity.org\)](#).

ENCOURAGED SERVICES, MEMBERSHIP, AND RESOURCES

Membership in the Multi-State Information Sharing and Analysis Center (MS-ISAC) and/or Election Infrastructure Information Sharing and Analysis Center (EI-ISAC):

Recipients and subrecipients are strongly encouraged become a member of the MS-ISAC and/or EI-ISAC, as applicable. Membership is free.

The MS-ISAC receives support from and has been designated by DHS as the cybersecurity ISAC for SLT governments. The MS-ISAC provides services and information sharing that significantly enhances SLT governments’ ability to prevent, protect against, respond to, and recover from cyberattacks and compromises. DHS maintains operational-level coordination with the MS-

ISAC through the presence of MS-ISAC analysts in CISA Central to coordinate directly with its own 24x7 operations center that connects with SLT government stakeholders on cybersecurity threats and incidents. To register, please visit <https://learn.cisecurity.org/ms-isac-registration>. For more information, visit [MS-ISAC \(cisecurity.org\)](https://www.cisecurity.org/ms-isac).

The EI-ISAC, is a collaborative partnership between the Center for Internet Security (CIS), CISA, and the Election Infrastructure Subsector Government Coordinating Council. The EI-ISAC is funded through DHS grants and offers state and local election officials a suite of elections-focused cyber defense tools, including threat intelligence products, incident response and forensics, threat and vulnerability monitoring, cybersecurity awareness, and training products. To register, please visit <https://learn.cisecurity.org/ei-isac-registration>. For more information, visit <https://www.cisa.gov/election-security>.

CISA Recommended Resources, Assessments, and Memberships (not mandatory)

The following list of CISA resources are recommended products, services, and tools provided at no cost to the federal and SLT governments, as well as public and private sector critical infrastructure organizations:

- [CYBER RESOURCE HUB](#)
- [Ransomware Guide \(Sept. 2020\)](#)
- [Malicious Domain Blocking and Reporting](#)
- [Cyber Resilience Review](#)
- [External Dependencies Management Assessment](#)
- [EDM Downloadable Resources](#)
- [Cyber Infrastructure Survey](#)
- [Validated Architecture Design Review](#)
- [Free Public and Private Sector Cybersecurity Tools and Services](#)

CISA Central: To [report a cybersecurity incident](https://www.us-cert.gov/report), visit <https://www.us-cert.gov/report>.

For additional CISA services visit the [CISA Services Catalog](#).

For additional information on memberships, visit [Information Sharing and Analysis Organization Standards Organization](#).

Appendix H: Economic Hardship Cost Share Waiver

The Homeland Security Act of 2002, as amended, requires SLCGP recipients in FY 2022 to provide a non-federal cost share of 10% if they are applying as a single entity (6 U.S.C. § 665g(m)(1)). For entities unable to meet the requirement, an economic hardship waiver may be granted by the DHS Secretary (or designee). However, DHS is not able to provide additional funds even if it does grant a cost share waiver. The federal funding will remain at the same amount as indicated by the statutory formula.

Note that there is no cost share requirement for multi-entity groups for FY 2022. In addition, in accordance with 48 U.S.C. § 1469a, the Secretary has issued a blanket waiver of cost share requirements for the insular areas of the U.S. territories of American Samoa, Guam, the U.S. Virgin Islands, and the Commonwealth of the Northern Mariana Islands.

Economic Hardship Factors

Requests for cost share waivers may be granted by the Secretary (or designee) to an eligible entity that demonstrates economic hardship.

The statute, at 6 U.S.C. § 665g(m)(2)(C) requires the Secretary (or designee) to consider the following factors when determining economic hardship:

- Changes in rates of unemployment in the jurisdiction from previous years; and
- Changes in the percentage of individuals who are eligible to receive benefits under the supplemental nutrition assistance program established under the Food and Nutrition Act of 2008 (7 U.S.C. § 2011 et seq.) from previous years.

In addition, for FY 2022, the Secretary (or designee) will also consider the following factors in determining economic hardship:

- Demonstration of fiscal distress that could be caused by changes to statewide budgets already approved prior to knowledge of the SLCGP cost share requirement;
- Demonstration that the rate of unemployment has exceeded the annual national average rate of unemployment for three of the past five years;
- Demonstration that the entity has filed for bankruptcy or been placed under third-party financial oversight or receivership within the past three years; and
- For local units of government only, demonstration that those localities have areas within them that are designated as either “high” or “very high” on the Centers for Disease Control and Prevention’s Social Vulnerability Index.

To be considered for a cost share waiver, eligible entities must meet at least one of the six criteria described above, but do not necessarily need to meet all of them; requests for waivers will be considered on a case-by-case basis and evaluated holistically.

Waiver Request Requirements

Eligible entities that would like to request an economic hardship waiver should submit a waiver request with its FY 2022 SLCGP application submission in ND Grants with the following information in a written narrative:

- The entity’s background/history of economic hardship.

- Any austerity measure(s) the entity has taken to address economic hardship.
- A description of how the lack of a waiver will impact the entity's ability to develop, implement, or revise a Cybersecurity Plan or address imminent cybersecurity threats.
- A detailed justification explaining why the state (or specific local government(s) or specific project(s) if requesting only a partial waiver) is unable to fulfill the cost share requirement. The applicant must identify specific economic hardship(s) and address the factors listed above.

Approval Process

Once a decision on a waiver request is made, the state will be notified in writing. If approved, the award package will indicate that the cost share has been waived in full or in part and might indicate a requirement for the state to submit a revised budget and/or scope (as applicable) for the identified project(s). If the waiver request is approved after the award has been issued, FEMA will amend the award package to indicate the cost share has been waived in full or in part and whether the recipient must submit a revised budget and/or scope (as applicable) for the identified project(s).

Questions regarding the cost share waiver process may be directed to your FEMA Preparedness Officer or the Centralized Scheduling and Information Desk at askcsid@fema.dhs.gov or 1-800-368-6498.



***Cal* OES**

**GOVERNOR'S OFFICE
OF EMERGENCY SERVICES**

**Fiscal Year 2024
State and Local Cybersecurity Grant Program**

***California Supplement to the
Federal Notice of Funding Opportunity***

Revised January 2025

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Federal Program Announcement	<p>In September 2022, the U.S. Department of Homeland Security (DHS)/Federal Emergency Management Agency (FEMA) issued the Fiscal Year (FY) 2022 State and Local Cybersecurity Grant Program (SLCGP), Notice of Funding Opportunity (NOFO). The FY 2023 SLCGP NOFO was subsequently released in August 2023. Subrecipients must follow the programmatic requirements in the NOFOs, 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.</p>
Competitive Funding Opportunity	<p>The Competitive Funding Opportunity (CFO) provides the information necessary to prepare a proposal for Cal OES's grant funds for the FY 2024 SLCGP. The SLCGP is a competitive grant; therefore, scoring criteria are established and grants are awarded for the top-scoring applications. Applications are recommended for funding based on the entities' proposed projects alignment with the California SLCGP Cybersecurity Plan as identified in the CFO.</p>
Information Bulletins	<p>DHS issues Information Bulletins (IBs) to provide updates, clarification, and new requirements throughout the life of the grant.</p>
Grant Management Memoranda	<p>Cal OES issues Grant Management Memoranda (GMMs) which provide additional information and requirements regarding SLCGP funds.</p>
Purpose of the California Supplement	<p>The FY 2024 SLCGP California Supplement to the NOFO (State Supplement) is intended to complement, rather than replace, the NOFOs. Applicants are highly encouraged to thoroughly read both the FY 2022 and FY 2023 NOFOs before referring to the State Supplement. The State Supplement will highlight additional California policies, priorities, and requirements applicable to FY 2024 SLCGP.</p>
Eligible Subrecipients	<p>Eligible Applicants, referred to as Subrecipients, must meet federal definition of Local Government in 6 U.S.C. § 101(13) or Tribal Government in 6 U.S.C. § 665(g)(a)(7) and be located in California, or be agencies of the State of California. Private entities including non-profit organizations and for-profit organizations are not eligible to apply.</p>

Local Unit of Government

“Local government” for purposes of being an eligible Subrecipient for the SLCGP is defined in [6 U.S.C. § 101\(13\)](#) as:

- A. 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;
- B. An Indian tribe or authorized tribal organization, or in Alaska a Native Village or Alaska Regional Native Corporation; and
- C. A rural community, unincorporated town or village, or other public entity.

Tribal Government

“Tribal government” for purposes of being an eligible Subrecipient for the SLCGP is defined in [6 U.S.C. § 665g\(a\)\(7\)](#) as the “recognized governing body of any Indian or Alaska Native Tribe, band, nation, pueblo, village, community, component band, or component reservation, that is individually identified (including parenthetically)” in the most recent published list of [Federally Recognized Tribes](#).

Supplanting Prohibited

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 SLCGP 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.

**Debarred/
Suspended
Parties
Cont.**

Subrecipients must obtain documentation of eligibility before making any subaward or contract using SLCGP 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](#). 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.

**Civil Rights
Policies**

The Cal OES Grants Management and Office of Civil Rights and EEO Programs, in coordination with DHS, has developed the following policies tailored specifically to program beneficiaries, including Subrecipients of DHS funding:

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

These policies can be found on the Cal OES website: www.caloes.ca.gov/office-of-the-director/policy-administration/civil-rights-eeo/

For questions about these policies, please contact:

Cal OES's Civil Rights and Equal Employment Opportunity Office via email at: eeo@caloes.ca.gov.

**Civil Rights
Policies Cont.**

Or write to:

California Governor's Office of Emergency Services
3650 Schriever Avenue
Mather, CA 95655
ATTN: EEO Office

To request a reasonable accommodation or alternate format or language services under these policies, please contact your Grants Analyst or the EEO Office.

SLCGP Program Objectives

Strengthening cybersecurity practices and resilience of state, local, and territorial (SLT) governments is an important national homeland security mission and the primary focus of the SLCGP. Through funding from the Infrastructure Investment and Jobs Act (IIJA), also known as the Bipartisan Infrastructure Law (BIL), the SLCGP enables DHS/FEMA to make targeted cybersecurity investments in SLT government agencies, thus improving the security of critical infrastructure and improving the resilience of the services SLT governments provide to their community.

The FY 2024 SLCGP aligns with the [2020-2024 DHS Strategic Plan](#) by helping DHS achieve Goal 3: Secure Cyberspace and Critical Infrastructure, Objective 3.3 Assess and Counter Evolving Cybersecurity Risks. The FY 2024 SLCGP also supports the [2022-2026 FEMA Strategic Plan](#) which outlines a bold vision and three ambitious goals, including Goal 3: Promote and Sustain a Ready FEMA and Prepared Nation, Objective 3.2: Posture FEMA to Meet Current and Emergent Threats.

The goal of SLCGP is to assist SLT governments with managing and reducing systemic cyber risk. With SLCGP funding, Subrecipients are required to address how at least one or more of the following program objectives will be met in their proposed project(s):

- Objective 1: Develop and establish appropriate governance structures, including developing, implementing, or revising cybersecurity plans, to improve capabilities to respond to cybersecurity incidents and ensure continuity of operations.
- Objective 2: Understand their current cybersecurity posture and areas of improvement based on continuous testing, evaluation, and structured assessments.
- Objective 3: Implement security protections commensurate with risk.
- Objective 4: Ensure organization personnel are appropriately trained in cybersecurity, commensurate with responsibility.

SLCGP Program Objectives Cont.

For more information on the program goals, objectives, sub-objectives, and desired outcomes, please refer to the FY 2022 and FY 2023 SLCGP NOFOs.

FY 2022-23 National Priorities

To support the goals and objectives of the SLCGP, Subrecipients are highly encouraged to prioritize the following key Cybersecurity Best Practices, as appropriate, in their individual projects using SLCGP funds:

- Implement multi-factor authentication
- Implement enhanced logging
- Data encryption for data at rest and in transit
- End use of unsupported/end of life software and hardware that are accessible from the internet
- Prohibit use of known/fixed/default passwords and credentials
- Ensure the ability to reconstitute systems (backups)
- Actively engage in bidirectional sharing between CISA and SLT entities in cyber relevant time frames to drive down cyber risk
- Migration to the .gov internet domain

Subrecipients should eventually adopt and use all eight Cybersecurity Best Practices as described in the FY 2022 and FY 2023 SLCGP NOFOs, Section A, 10, c. **Subrecipients are strongly recommended to prioritize the best practices in the implementation of their individual projects, as appropriate, to improve their cybersecurity posture and work on plans to move toward eventual adoption of all eight of the cybersecurity best practices.** Although immediate adoption of all practices by the Subrecipient is not required, progression should be documented in the required performance reports.

With regard to migrating to the .gov internet domain (one of the Cybersecurity Best Practices), educational institution Subrecipients (e.g., school districts) using the .edu Internet domain are exempted from transitioning to the .gov Internet domain. All other Subrecipients are advised that a .gov

**National Priorities
Cont.**

internet domain not only provides many security benefits but also signals trust and credibility to public users. For more information on migrating to the .gov internet domain please visit the DotGov Program at get.gov.

As states, territories, and local entities increase their cybersecurity maturity level, DHS/CISA recommends they move toward implementing more advanced cybersecurity best practices, such as endpoint detection and response capabilities, as well as conducting regular penetration testing. Please visit the [SLCGP page on the CISA website](#) for additional information and resources on cybersecurity best practices.

**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.

Continuity Capability – Continuity should be integrated into each core capability and the coordinating structures that provide them. Protection of critical systems and networks that ensure continuity of operation, business, and government are fundamental to ensuring delivery of all core capabilities. Continuity capabilities increase resilience and the probability that organizations can perform essential functions in the delivery of core capabilities that support the mission areas. FEMA is responsible for developing, managing, and promulgating national continuity planning, guidance, training, and exercise programs for the whole community.

FEMA develops and promulgates directives, policy, and guidance for continuing SLT government jurisdictions,

**National
Campaigns and
Programs (cont.)**

nongovernmental organizations, and private sector organizations' essential functions across a broad spectrum of emergencies. This direction and guidance assists in developing capabilities for continuing the essential functions of SLT governmental entities, as well as public/private critical infrastructure owners, operators, and regulators enabling them.

This aligns with the requirements that SLCGP Cybersecurity Plans ensure continuity of operations of the state or territory as well as applicable local governments in the event of a cybersecurity incident, as well as continuity of communications and data networks within the state or territory and between the state or territory and applicable local governments. See also [6 U.S.C. § 665g\(e\)\(2\)\(B\)\(vii\), \(ix\)](#).

Continuity Guidance Circulars outline continuity requirements for agencies and organizations and provide guidance, methodology, and checklists. For additional information on continuity programs, guidance, and directives, visit the [Continuity Resource Toolkit](#) on the FEMA website.

**National
Cybersecurity
Review**

The [National Cybersecurity Review \(NCSR\)](#) is a required assessment for all Subrecipients of SLCGP funding to be completed on an annual basis.

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. The NCSR usually opens for completion in October and closes in February.

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](#).

**Required CISA
Cyber Hygiene
Services**

As a condition of receiving SLCGP funding, Subrecipients are required to participate in the vulnerability scanning service provided through the CISA Cyber Hygiene Services. Participation in this service is not required for submission and approval of a proposal, however it is required for approved projects funded through the SLCGP.

**Match
Requirement**

The SLCGP requires cash and/or third-party in-kind contributions as a share of cost to match the federal share awarded through the program. Match required for the SLCGP is calculated based on the total project cost. ***The match requirement for Subrecipients has been waived in full.***

Match requirements for the upcoming federal fiscal years of the SLCGP are as follows:

- FFY 2024: 30% of the total project cost
- FFY 2025: 40% of the total project cost

Applicants are referred to [2 C.F.R. § 200.306](#) for details on match requirements for federal awards. Non-federal match contributions have the same eligibility requirements as the federal share.

**Management
and
Administration**

The Management and Administration (M&A) allowance for Subrecipients is set at a maximum of 5% for the FY 2024 SLCGP.

Indirect Costs

Indirect costs are allowable under the FY 2024 SLCGP Grant Subaward.

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.

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
Cont.**

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. The de minimis rate is 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 based on the de minimis rate in their future applications until further notice. If necessary, subrecipients may work with their Grants Analyst to modify their existing projects to remove such costs that were included in their proposed projects.

Equipment Costs

Per the NOFO, equipment costs are allowable under this Program. SLCGP equipment is intended to be used to address cybersecurity risks and cybersecurity threats to information systems owned or operated by, or on behalf of, state, local, and tribal governments.

Per FEMA policy, the purchase of weapons and weapon accessories are not allowed with SLCGP funds.

Unless otherwise stated, all equipment must meet all applicable statutory, regulatory, and DHS standards to be eligible for purchase using SLCGP funds. In addition, Subrecipients will be responsible for obtaining and maintaining all necessary certifications and licenses for the requested equipment.

NOTE: Equipment requiring construction activities (including site preparation, utility installations, and any groundbreaking activities) or equipment installations are not allowable.

Equipment Maintenance/Sustainment

Use of SLCGP 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 – SAFECOM Guidance

All Subrecipient emergency communications projects must comply with the [SAFECOM Guidance](#) on Emergency Communications Grants and describe 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](#) 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:

- 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.

Please see [FEMA Policy #405-143-1](#) for additional information.

Construction and Renovation

SLCGP funds may **not** be used for construction, renovation, remodel, or to perform alterations of buildings or other physical facilities. However, this does not prohibit a subrecipient from making **minor modification** to an existing building or other physical facility necessary to install and connect equipment purchased under an SLCGP grant subaward, such as drilling a hole in a building's wall to mount such equipment.

In addition, the prohibition does not apply in circumstances where the subrecipient constructs, remodels, or performs alterations of buildings or other physical facilities with *its own funding* when installing and connecting equipment for an information system purchased under the grant subaward. The prohibition only applies to work and associated costs sourced with federal funding and/or the non-federal cost share of a grant subaward and does not apply to work completed at the subrecipient's own expense.

Subrecipients may use SLCGP funding to perform minor modifications that **do not** substantially affect a building's or other physical facility's structure, layout, or systems; affect critical aspects of the building's safety; or otherwise materially increase the value or useful life of the building or other physical facility.

The following list provides examples of **potentially allowable costs** using SLCGP federal funds and/or match:

- Fastening equipment to building or other physical facility walls where it does not become a permanent fixture (such as hanging a server rack with servers on a building wall).
- Replacing an outdated existing electrical or internet outlet into which the equipment will connect.
- Installing new cabling.
- Replacing existing cabling.
- Moving cabling.
- Installing and connecting information system equipment to the building's network and power supply and internet.

Construction and Renovation Cont.

- Making a hole in the wall to attach the equipment to the building's network, power, or internet.

Examples of the types of construction, remodeling, and alterations that are unallowable with SLCGP funding or the non-federal cost share include:

- Constructing a new building or other physical facility.
- Updating an electrical system to a building or other physical facility that involves work to enhance or modernize the electrical infrastructure, such as replacing electrical panels, upgrading old or unsafe wiring, and replacing circuit breakers.
- Installing new walls or reconfiguring existing walls.
- Affixing equipment in such a way that it becomes a permanent part of a building or other physical facility (as this would result in the equipment no longer being personal property).

Minor modifications may be permitted under the SLCGP subject to additional reviews. As a reminder, recipients and subrecipients are required to submit projects for minor building modifications for approval to FEMA through the Environmental Planning and Historic Preservation (EHP) review process. See [IB 523](#) for additional information.

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 SLCGP subaward within five days of learning of the conflict of interest.

**California
Cybersecurity
Priorities**

The State prioritized the following initiatives in the California SLCGP Cybersecurity Plan for the FY 2024 Grant Subawards:

1. Enhance the preparation, response, and resiliency of information systems, applications, and user accounts (SLCGP Cybersecurity Plan Element 3);
2. Implement a process of continuous cybersecurity risk factors and threat mitigation practices, prioritized by degree of risk (SLCGP Cybersecurity Plan Element 4);
3. Develop and coordinate strategies to address cybersecurity risks and threats (SLCGP Cybersecurity Plan Element 14);
4. Identify and mitigate any gaps in the cybersecurity workforces, enhance recruitment and retention efforts, and bolster the knowledge, skills, and abilities of personnel with reference to the National Initiative for Cybersecurity Education Workforce Framework for Cybersecurity (SLCGP Cybersecurity Plan Element 8);
5. Assess and mitigate Critical Infrastructure and Key Resources risks and threats impacting local jurisdictions (SLCGP Cybersecurity Plan Element 10);
6. Ensure continuity of operations, including by conducting exercises (SLCGP Cybersecurity Plan Element 7); and
7. Ensure rural communities have adequate access to, and participation in, California SLCGP Cybersecurity Plan activities (SLCGP Cybersecurity Plan Element 15).

These focus areas drive the prioritized cybersecurity projects described in the California SLCGP Cybersecurity Plan, Appendix B: Project Summary Worksheet. Cybersecurity projects funded through the FY 2024 SLCGP in California must align with one or more of the SLCGP Objectives and one or more of the 16 Cybersecurity Plan Elements.

“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 their jurisdiction’s alignment with the [State of California Alert and Warning Guidelines](#), developed pursuant to Senate Bill 833 of the 2018 Legislative Session.

**Financial
Management
Forms Workbook
(FMFW)**

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 on sam.gov.

Authorized Agent Contact Information – Provide the contact information of Authorized Agents (AA), delegated via the 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 and grant subaward modifications.

Planning Ledger – Provides detailed information on grant-funded planning activities with a final product identified.

Organization Ledger – Provides detailed information on grant-funded organizational activities.

Equipment Ledger – 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 Ledger – 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 Ledger – Provides detailed information on grant-funded exercises.

M&A Ledger – Provides information on grant-funded M&A activities.

Financial Management Forms Workbook Cont.

Indirect Costs Ledger – Provides information on indirect costs.

Consultant-Contractor Ledger – 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.

Certification Regarding Lobbying – Use the [Certification Regarding Lobbying Form](#) to certify lobbying activities, as stipulated by the Byrd Anti-Lobbying Amendment, 31 U.S.C. § 1352.

STD 204 Payee Data Record – This form provides information for income tax reporting and to ensure tax compliance with federal and state laws. **This form is only required if the Applicant has not previously received a Grant Subaward from Cal OES.**

Indirect Cost Rate Agreement – If claiming indirect costs at a federally-approved rate, please provide a copy of the approved indirect cost rate agreement.

Standard Assurances

The Standard Assurances list the requirements to which the Subrecipients will be held accountable. All Applicants will be required to submit a signed, **original** of the [FY 2024 Standard Assurances](#) as part of their FY 2024 SLCGP application.

Standard Assurances Cont.

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.

Governing Body Resolution

The Governing Body Resolution (GBR) appoints Authorized Agents (AA) – 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 in order to execute their Grant Subaward agreement. Resolutions may be valid for up to three grant years given the following:

- The resolution identifies the applicable grant program (e.g., SLCGP);
- The resolution identifies the applicable grant years, (e.g., FY 2024); 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 Cal OES Grants Central System (GCS) by assigning them the Authorized Agent role.

All changes in AA and contact information must be submitted through the GCS. 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 by an existing AA, who can register the new AA in the GCS. Cal OES will not accept signatures of an AA's designee, unless authorized by the governing body's resolution. A change to an AA's designee must be submitted through the GCS.

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.

Application Submission

Subrecipients must submit an electronic copy of their completed FMFW to their Program Representative 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 Program Representative as soon as possible. The completed application should be received by Cal OES no later than the date provided in the FY 2024 SLCGP Timeline, referenced as Attachment A.

Late or Incomplete Application

Late or incomplete applications may be denied. If an application is incomplete, the Program Representative may request additional information. Requests for late submission of applications must be made in writing to the Program Representative prior to the application due date. Cal OES has sole discretion to accept or reject a late or incomplete grant application.

SLCGP Contact Information

All Subrecipient application materials, questions, comments, and correspondence should be directed to:

California Governor's Office of Emergency Services
ATTN: Grants Management (Building F)
State & Local Projects Unit
3650 Schriever Avenue
Mather, CA 95655

Trevor Martin (916) 328-7693
Trevor.Martin@caloes.ca.gov

Subaward Approval

Subrecipients will receive a formal notification of 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.

Payment Request Process

To request a cash reimbursement of SLCGP funds, Subrecipients must first complete a payment request. Subrecipients who fail to follow 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 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, 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.

**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.

Any changes to the scope of work of a proposal selected for funding are not permitted.

Training

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 be included on the Training Ledger to be considered for reimbursement.

For more information on this or other training-related inquiries, contact the [Cal OES Training Branch](#) at (805) 594-2500.

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 SLCGP 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
- exercise@caloes.ca.gov
- christopher.camacho@caloes.ca.gov

For exercise-related issues and/or questions, please email the Cal OES Exercise Team at 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 accordance 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.

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 requirements.

Procurement Documentation

Per [2 C.F.R. § 200.318\(j\)](#), non-federal entities other than states and territories are required to maintain and retain records sufficient to detail the history of procurement covering at least the rationale for the procurement method, contract type, contractor selection or rejection, and the basis for the contract price. For any cost to be allowable, it must be adequately documented per [2 C.F.R. § 200.403\(g\)](#). Examples of the types of documents that would cover this information include, but are not limited to:

- Solicitation documentation, such as requests for quotes, invitations for bids, or requests for proposal;
- Responses to solicitations, such as quotes, bids, or proposal;
- Pre-solicitation independent cost estimates and post-solicitation cost/price analyses on file for review by federal personnel, if applicable;
- Contract documents and amendments, including required contract provisions; and other documents required by federal regulations applicable at the time a grant is awarded to a Subrecipient.

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 SLCGP 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.

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 SLCGP 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\(e\)](#).

Performance Reporting

Performance Progress Reports – Subrecipients must prepare and submit Performance Reports to the State for the duration of the subaward period of performance, or until all grant activities are completed and the subaward is formally closed by Cal OES. The SLCGP Performance Reports must be submitted on an annual basis, consistent with section 2200A(q)(1) of the Homeland Security Act of 2002. The Performance Reports must include the progress made on identified activities, as well as other required

Performance Reporting Cont.

information. Failure to submit a Performance Report could result in subaward reduction, suspension, or termination.

To ensure that mandated performance metrics and other data required under the subaward is reported accurately, all SLCGP Performance Reports must be submitted electronically, via email, to their Cal OES Grants Analyst for

review and vetting. Electronic documents submitted for Cal OES review and vetting should be submitted as soon as possible, but no later than, seven calendar days before the

identified due date(s) associated with the Performance Report. Submission of the electronic copy is only to occur after their Cal OES Grants Analyst's review has concluded and the Subrecipient is directed by their Cal OES Grants Analyst to submit the signed electronic copy.

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.

Extension Requests Cont.

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;
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 in 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 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 governing body informing them of the failure to report. Subrecipients who fail to report twice consecutively may have subsequent awards reduced by 10% until timely reporting is reestablished.

**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 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.

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.

Closeout

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.

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\(f\)](#).

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.

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](#).

DHS/FEMA Approval of California's SLCGP Cybersecurity Plan	September 29, 2023
2024 SLCGP CFO release	July 31, 2024
2024 SLCGP California Supplement release	July 2024
Subrecipient Award Notifications	December 2024
Subrecipient period of performance begins	December 1, 2024
Subrecipient Final Applications Due to Cal OES	February 28, 2025
Subrecipient First Performance Report Due	December 31, 2025
Subrecipient period of performance ends	December 31, 2026
Final Cash Requests due to Cal OES	Within twenty (20) calendar days after end of grant
Subrecipient Final Performance Report Due	January 15, 2027
Cal OES's period of performance ends	November 30, 2027

Subrecipient: _____ FIPS#: _____

Program Representative: _____

Financial Management Forms Workbook:

- Grant Subaward Face Sheet
- Authorized Agent & Contact Information Ledger
- Project Ledger
- Planning Ledger
- Organization Ledger
- Equipment Ledger
- Training Ledger
- Exercise Ledger
- Consultant/Contractor Ledger
- Management & Administration Ledger
- Indirect Cost Ledger
- Authorized Agent Sheet

Attachments:

- Original Counter-Signed Award Letter
- Governing Body Resolution (Certified)
- Standard Assurances (Signed Originals)
- FFATA Certification
- Lobbying Certification
- Subrecipient Grant Management Assessment Form
- Indirect Cost Rate Negotiation Agreement
- STD 204 Payee Data Record (If Applicable)

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: _____

**CALIFORNIA GOVERNOR'S OFFICE OF EMERGENCY SERVICES
SUBRECIPIENT GRANTS MANAGEMENT ASSESSMENT**

Subrecipient:	UEI #	FIPS #:
Grant Disaster/Program Title:		
Performance Period:	to	Subaward Amount Requested:
Type of Non-Federal Entity (Check Applicable Box)	<input type="checkbox"/> State Govt <input type="checkbox"/> Local Govt <input type="checkbox"/> JPA <input type="checkbox"/> Non-Profit <input type="checkbox"/> Tribe	

Per Title 2 CFR § 200.332, Cal OES is required to evaluate the risk of noncompliance with federal statutes, regulations and grant terms and conditions posed by each subrecipient of pass-through funding. This assessment is made in order to determine and provide an appropriate level of technical assistance, training, and grant oversight to subrecipients for the award referenced above.

The following are questions related to your organization's experience in the management of federal grant awards. This questionnaire must be completed and returned with your grant application materials.

For purposes of completing this questionnaire, *grant manager* is the individual who has primary responsibility for day-to-day administration of the grant, *bookkeeper/accounting staff* means the individual who has responsibility for reviewing and determining expenditures to be charged to the grant award, and *organization* refers to the subrecipient applying for the award, and/or the governmental implementing agency, as applicable.

Assessment Factors	Response
1. How many years of experience does your current grant manager have managing grants?	
2. How many years of experience does your current bookkeeper/accounting staff have managing grants?	
3. How many grants does your organization currently receive?	
4. What is the approximate total dollar amount of all grants your organization receives?	
5. Are individual staff members assigned to work on multiple grants?	
6. Do you use timesheets to track the time staff spend working on specific activities/projects?	
7. How often does your organization have a financial audit?	
8. Has your organization received any audit findings in the last three years?	
9. Do you have a written plan to charge costs to grants?	
10. Do you have written procurement policies?	
11. Do you get multiple quotes or bids when buying items or services?	
12. How many years do you maintain receipts, deposits, cancelled checks, invoices?	
13. Do you have procedures to monitor grant funds passed through to other entities?	

Certification: *This is to certify that, to the best of our knowledge and belief, the data furnished above is accurate, complete and current.*

Signature: (Authorized Agent)	Date:
Print Name and Title:	Phone Number:
<i>Cal OES Staff Only: SUBAWARD #</i>	



Standard Assurances For Cal OES Federal Non-Disaster Grant Programs

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

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) California Supplement to the NOFO; and
- (d) Federal and State Grant Program Guidelines.

Federal Regulations

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

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:

- (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



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council, governing board, or authorized body;

- (d) 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.
- (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 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



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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 principle employment activities are funded in whole or in part with federal funds.

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

4. Debarment and Suspension

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

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

The Applicant will comply with all state and federal statutes relating to civil rights, non-discrimination, and accessibility of programs and services, including:



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- (a) Title VI of the Civil Rights Act of 1964 (Public Law (P.L.) 88-352 and 42 U.S.C. § 2000d et. seq.), the Victims of Crime Act (42 U.S.C. § 10604(e)), the U.S. Department of Justice regulations (28 C.F.R., part 42), and Executive Order 13166, which prohibit discrimination on the basis of race, color, national origin, religion, disability, or sex and require 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) California Government Code § 11135-11139, which prohibit discrimination on the basis of sex, race, color, religion, ancestry, national origin, ethnic group identification, age, mental disability, physical disability, medical condition, genetic information, marital status, sexual orientation and requires all people must have equal access to the benefits of any program or activity that is conducted, operated, or administered by the state or by any state agency, its contractors, grantees, or local agencies;
- (c) The Dymally-Alatorre Multilingual Services Act, which require state agencies and the programs they administer to effectively communicate with the public they serve and take meaningful actions to ensure that individuals seeking state government services whose primary language is not English are not precluded from receiving State of California services due to language barriers;
- (d) 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;
- (e) Title V, 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;
- (f) Title II of the Americans with Disabilities Act (ADA) of 1990 (42 U.S.C. §§ 12101 et seq.), and California Government Code § 4450, which prohibit discrimination on the basis of disability and require buildings and structures be accessible to those with disabilities and access and functional needs;
- (g) Age Discrimination Act of 1975, (42 U.S.C. §§ 6101-6107), which prohibits discrimination on the basis of age;
- (h) Public Health Service Act of 1912 (42 U.S.C. §§ 290 dd—2), relating to confidentiality of patient records regarding substance abuse treatment;
- (i) 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



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- elevators and ground-floor units in buildings without elevators)— be designed and constructed with certain accessible features (See 24 C.F.R. § 100.201);
- (j) 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;
 - (k) 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;
 - (l) California Public Contract Code § 10295.3, which prohibits discrimination based on domestic partnerships and those in same sex marriages;
 - (m) Department of Homeland Security (DHS) policy to ensure the equal treatment of faith-based organizations, under which the Applicant and its subrecipients must comply with equal treatment policies and requirements contained in 6 C.F.R. Part 19;
 - (n) The Applicant will comply with 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;
 - (o) Any other nondiscrimination provisions in the specific statute(s) under which application for federal assistance is being made; and
 - (p) The requirements of any other nondiscrimination statute(s) that may apply to this application.

Additional information about these policies can be found on the [Cal OES Civil Rights and Equal Employment Opportunities Office](#) web page or by emailing eeo@caloes.ca.gov

6. Drug-Free Workplace

As required by the Drug-Free Workplace Act of 1988 (41 U.S.C. § 701 et seq.), the



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Applicant certifies that it will maintain a drug-free workplace and a drug-free awareness program as outlined in the Act.

7. Environmental Standards

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

- (a) California Environmental Quality Act (CEQA) (California Public Resources Code §§ 21000- 21177), to include coordination with the city or county planning agency;
- (b) CEQA Guidelines (California Code of Regulations, Title 14, Division 6, Chapter 3, §§ 15000- 15387);
- (c) Federal Clean Water Act (CWA) (33 U.S.C. § 1251 et seq.), which establishes the basic structure for regulating discharges of pollutants into the waters of the United States and regulating quality standards for surface waters;
- (d) Federal Clean Air Act of 1955 (42 U.S.C. § 7401) which regulates air emissions from stationary and mobile sources;
- (e) Institution of environmental quality control measures under the National Environmental Policy Act (NEPA) of 1969 (P.L. 91-190); the Council on Environmental Quality Regulations for Implementing the Procedural Provisions of NEPA; and Executive Order 12898 which focuses on the environmental and human health effects of federal actions on minority and low-income populations with the goal of achieving environmental protection for all communities;
- (f) Evaluation of flood hazards in floodplains in accordance with Executive Order 11988;
- (g) Executive Order 11514 which sets forth national environmental standards;
- (h) Executive Order 11738 instituted to assure that each federal agency empowered to enter into contracts for the procurement of goods, materials, or services and each federal agency empowered to extend federal assistance by way of grant, loan, or contract shall undertake such procurement and assistance activities in a manner that will result in effective enforcement of the Clean Air Act and the Federal Water Pollution Control Act Executive Order 11990 which requires preservation of wetlands;
- (i) The Safe Drinking Water Act of 1974, (P.L. 93-523);
- (j) The Endangered Species Act of 1973, (P.L. 93-205);
- (k) Assurance of project consistency with the approved state management program developed under the Coastal Zone Management Act of 1972 (16 U.S.C. §§1451 et seq.);
- (l) Conformity of Federal Actions to State (Clear Air) Implementation Plans under Section 176(c) of the Clean Air Act of 1955, as amended (42 U.S.C. §§7401 et



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seq.); and
(m) Wild and Scenic Rivers Act of 1968 (16 U.S.C. § 1271 et seq.) related to protecting components or potential components of the national wild and scenic rivers system.

The Applicant shall not be: 1) in violation of any order or resolution promulgated by the State Air Resources Board or an air pollution district; 2) subject to a cease-and-desist order pursuant to 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 cause to be performed the required financial and compliance audits in accordance with the Single Audit Act Amendments of 1996 and 2 C.F.R., Part 200, Subpart F Audit Requirements.

9. Cooperation and Access to Records

All Applicants 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 sets forth that the Applicant and its subrecipients shall not submit a false claim for payment, reimbursement, or advance.

12. Reporting - Accountability

The Applicant agrees to comply with applicable provisions of the Federal Funding Accountability and Transparency Act (FFATA) (P.L. 109-282), specifically (a) the reporting of subawards obligating \$30,000 or more in federal funds and (b) executive



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compensation data for first-tier subawards. This includes the provisions of FFATA, which includes requirements for executive compensation, and also requirements implementing the Act for the non-federal entity at 2 C.F.R. Part 25 Financial Assistance Use of Universal Identifier and Central Contractor Registration and 2 C.F.R. Part 170 Reporting Subaward and Executive Compensation Information.

13. Whistleblower Protections

The Applicant also 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 subrecipient 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; (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.

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



Standard Assurances For Cal OES Federal Non-Disaster Grant Programs

- 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 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
 - (d) 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
 - (e) Comply with the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. § 4831 and 24 CFR Part 35) which prohibits the use of lead-based paint in construction or rehabilitation of residence structures.

18. Certifications Applicable Only to Federally-Funded Construction Projects

For all construction projects, the Applicant will:

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

19. Use of Cellular Device While Driving is Prohibited

Applicants are 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



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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 section § 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.

STATE AND LOCAL CYBERSECURITY GRANT PROGRAM (SLCGP) – PROGRAM SPECIFIC ASSURANCES / CERTIFICATIONS

21. Acknowledgment of Federal Funding from DHS

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

22. Activities Conducted Abroad

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

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

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

24. Copyright

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



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25. Duplication of Benefits

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

26. Energy Policy and Conservation Act

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

27. Federal Debt Status

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

29. Hotel and Motel Fire Safety Act of 1990

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



Standard Assurances For Cal OES Federal Non-Disaster Grant Programs

30. Non-supplanting Requirement

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

31. Patents and Intellectual Property Rights

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

32. SAFECOM

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

33. Terrorist Financing

The Applicant must comply with Executive Order 13224 and 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 to ensure 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, you must comply with the requirements set forth in the government-wide Award Term and Condition for Recipient Integrity and Performance Matters located at 2 C.F.R. Part 200, Appendix XII, the full text of which is incorporated here by reference in the award terms and conditions.



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35. USA Patriot Act of 2001

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

36. Use of DHS Seal, Logo, and Flags

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

37. Performance Goals

The Applicant must provide updated performance reports on an annual basis consistent with section 2200A(q)(1) of the Homeland Security Act of 2002.

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 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" provisions 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:



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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.



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IMPORTANT

The purpose of the assurance is to obtain federal and state financial assistance, including any and all federal and state grants, loans, reimbursement, contracts, etc. The Applicant recognizes and agrees that state financial assistance will be extended based on the representations made in this assurance. This assurance is binding on the Applicant, its successors, transferees, assignees, etc. 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 the 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. The Applicant is bound by the DHS Standard Terms and Conditions 2022, 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: _____

Signature of Authorized Agent: _____

Printed Name of Authorized Agent: _____

Title: _____ Date: _____

DEPARTMENT OF HOMELAND SECURITY
Federal Emergency Management Agency

OMB Control Number: 1660-0125

HSGP INVESTMENT JUSTIFICATION (IJ) PLANNING TEMPLATE

Expiration: 6/30/2024

Paperwork Burden Disclosure Notice:

Public reporting burden for this data collection is estimated to average 72 hours per response. The burden estimate includes the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and submitting this form. This collection of information is required to obtain or retain benefits. You are not required to respond to this collection of information unless a valid OMB control number is displayed on this form. Send comments regarding the accuracy of the burden estimate and any suggestions for reducing the burden to: Information Collections Management, Department of Homeland Security, Federal Emergency Management Agency, 500 C Street, SW., Washington, DC 20472-3100, Paperwork Reduction Project (1660-0125) NOTE: Do not send your completed form to this address.

The IJ Template is useful for the Portfolio and Investment section questions. For the project section, applicants should use the Project Worksheet to record all proposed projects. The Project Worksheet is available at grants.gov. The template allows applicants to use spelling and grammar as well as character count functions available in MS Word during the IJ development process. To ensure adherence with formatting requirements, applicants are strongly encouraged to utilize these functions prior to copying text from MS Word to the Grant Reporting Tool (GRT). Please note that character count limits include spacing and all forms of punctuation. To simplify the transfer of the narrative information section into the GRT, it is also recommended that applicants save a working copy of this Template, deleting Part III and the Appendix.

PART I. PORTFOLIO INFORMATION

The portfolio provides the overall context for the investments and projects included in the application. The applicant must answer the two portfolio questions only once.

I. A. Describe how this portfolio of investments and projects addresses gaps and/or sustainment in the Threat and Hazard Identification Risk Assessment (THIRA)/Stakeholder Preparedness Review (SPR).

Guidance for Completing this Section (2500 character limit):

For purposes of the State Homeland Security Program (SHSP) and the Urban Area Security Initiative (UASI), DHS/FEMA requires states, territories, and Urban Areas to prioritize grant funding to support closing capability gaps or sustaining capabilities identified in the THIRA and SPR process (formerly known as the State Preparedness Report). Each IJ must describe how proposed investments will help build or sustain capabilities (SPR step 1) and/or address capability gaps and sustainment needs (SPR step 2) to help them achieve capability targets (THIRA step 3). IJs may also describe how proposed investments will help address functional area gaps identified in the SPR that may not be directly tied to capability targets.

At a high level, applicants should identify the relevant portions of their THIRA/SPR that most of the activities in the investment will address. Then applicants must identify how the proposed investment will address one or more of the capability gaps identified in the most recent SPR. The specific capability gap as found in the SPR must be noted in the investment. The applicant should then specifically describe why those proposed activities outlined within the investment are a priority for the applicant.

I. B. Identify the amount and percentage of funding that will be allocated for Management and Administration expenditures.

Note: The total Management and Administration (M&A) amount and total M&A percentage **will not** be automatically calculated in the table below. The GRT will automatically calculate the total when applicants transfer their answers. The total M&A percentage may not exceed five percent (5%) of the allocated funding. Please note that M&A should be calculated at the portfolio level per funding source (e.g., [State Homeland Security Program (SHSP) or Urban Area Security Initiative (UASI)]) and not at the individual Investment level. Any M&A funds retained for the administration of the Operation Stonegarden Program will be reported in the Bi-annual Strategy Implementation Report (BSIR).

Program	Requested Amount	M&A Amount	M&A Percentage	Subtotal (Requested Amount + M&A)
SHSP	\$	\$	%	\$
UASI	\$	\$	%	\$
Total:	\$	\$	%	\$

PART II. SPECIFIC INVESTMENT INFORMATION

II. A. Provide the Investment name: (100 character limit)

II. B. Investment Type: Choose one of the following from the GRT dropdown menu: Consolidated Fusion Center Investment, Consolidated Cybersecurity Investment, or Standard Investment

Please note that all fusion center-related funding requests **must be consolidated into a single investment per funding source** (e.g., SHSP or UASI) in which recognized fusion centers reside. The consolidated fusion center Investment per funding source must address direct funding support for the recognized fusion center. For a list of recognized fusion centers, please see (<http://www.dhs.gov/fusion-center-locations-and-contact-information>). Also note that there must be at least one investment in support of the state, urban area or territory’s cybersecurity efforts.

II. C. What is the funding source for this investment: Each investment must identify a programmatic funding source (SHSP or UASI). If a project will use multiple sources of funding, separate the amounts of funding from each source under different investments. If UASI funds are used by the SAA in support of the Urban Area, the SAA must, as part of the up to 10 UASI investments, propose an investment describing how UASI funds will be used by the SAA to directly support the Urban Area.

Funding Source	Funding Amount
Proposed Funding Source (<i>Select One</i>)	\$
Proposed Amount	\$

II. D. How much of this Investment will be obligated towards Law Enforcement Terrorism Prevention Activities (LETPA)?

\$

Per section 2006 of the *Homeland Security Act of 2002*, as amended, (6 U.S.C. § 607), FEMA is required to ensure that at least 30 percent (30%) of grant funding appropriated for the Homeland Security Grant Program are used for LETPA. FEMA meets this requirement, in part, by requiring all SHSP and UASI recipients to ensure that at least 30 percent (30%) of grant funding appropriated for grants awarded under HSGP’s authorizing statute is used for LETPA. The LETPA allocation can be from SHSP, UASI or both. This requirement does not include award funds from OPSG.

II. E. Describe the investment, specifically how it addresses gaps and/or sustainment in the Threat and Hazard Identification Risk Assessment (THIRA)/Stakeholder Preparedness Review (SPR).

Guidance for Completing this Section (2500 character limit): At a high level, applicants should identify the relevant portions of their THIRA/SPR that most of the activities in the investment will address. Then applicants must identify how the proposed investment will address one or more of the capability gaps identified in the most recent SPR. The specific capability gap as found in the SPR must be noted in the investment. The applicant should then specifically describe why those proposed projects outlined within the investment are a priority for the applicant.

PART III. PROJECT INFORMATION

All requested funding must be associated with specific projects. For each project, several pieces of information, or attributes, must be provided to submit the project for consideration in the application. The tables below list each attribute, followed by a description and a set of instructions for the applicant to follow to provide the appropriate information.

To prepare for completing the IJ in the GRT, applicants should utilize the Project Worksheet (<http://www.fema.gov/grants>) to plan their applications and to record the necessary information for each project. The Project Worksheet is divided into two tabs: Baseline Project Information and Project Implementation. Once applicants provide a name for a project on the Baseline Project Information tab, the name will auto-populate on the Project Implementation tab.

The Project Worksheet provides drop-down selections for several of the project attributes. The applicant may then use the information collected in the worksheet for rapid transfer to the GRT interface. Each project will be given a unique identifier as it is submitted via the GRT. Applicants should keep a record of the project identifiers as they will be required to report on each project using that identifier.

INDIVIDUAL PROJECTS

III. A. Project Alignment to Core Capability Gaps

The first section of project attributes contains basic information about how the projects support or build core capabilities. These attributes are required for every project. If an attribute is left blank in the GRT an error message will appear and the applicant will not be able to submit the application.

The GRT will provide a list of sub-recipients from previous awards. Alternatively, the applicant will have the opportunity to add a new subrecipient to the list. The attribute of 'Sub-recipient type' will be auto-populated based on the sub-recipient selection. The applicant must ensure that 80% of the award funds are passed through to local entities.

For additional information on the [National Preparedness Goal](https://www.fema.gov/national-preparedness-goal) (NPG) and core capabilities, please visit <https://www.fema.gov/national-preparedness-goal>.

Attribute Name	Description	Application Instructions
Project Name	Descriptive identifier of the project	Provide a title for specified project (100 character maximum). The title must reflect the nature of work to be completed under the project.
Project Description	Descriptive narrative of the project	Provide a brief narrative describing the project at a high level (1500 character maximum). Identify the National Incident Management System (NIMS) typed resource if any, that is supported by this project. Refer to the Resource Typing Library Tool at http://www.fema.gov/resource-management-mutual-aid .
Attribute Name	Description	Application Instructions
Recipient Type	State or local recipient for purposes of meeting the 80% pass through requirement	This attribute will auto populate in the GRT based on what state agency or subrecipient is selected.
Project Location	Zip code of the primary location of the project	Provide the 5-digit zip code where the project will be executed. The project location could be distinct from the sub-recipient address.
Primary Core Capability	Primary core capability that the project will impact	Every project must support a core capability. Select the primary core capability associated with this project.
Sustain or Build	Indicates whether the project will sustain or build a core capability	Select "build" if this project focuses on starting a new capability or the intent of the project is to close a capability gap (i.e. taking the core capability as a whole from an SPR score 1 to a 2), or "sustain" if the purpose of the project strictly maintains a core capability at its existing current level (i.e. the project does not move the core capability as a whole neither up nor down from its existing SPR score).
Deployable	Indicates if the assets or activities of the project are deployable to other states.	Is the core capability supported by this project deployable to other jurisdictions? (Yes/No)

Shareable	Indicates if the assets or activities of the project are shareable within the state or with other states because the activities assets are not physically deployable.	Is the core capability supported by this project shareable with other jurisdictions? (Yes/No)
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III. B. Project Alignment to Solution Areas

The grant funded activities of every project must align to the HSGP solution areas: Planning, Organization, Exercises, Training and/or Equipment (POETE). A project may have activities in more than one solution area. For the POETE funding amounts the GRT will automatically calculate the total amount as you enter funding amounts. For additional information on the allowable cost categories, please refer to the HSGP NOFO.

Attribute Name	Description	Application Instructions
Planning	Dollar amount of the project supporting planning	Identify the amount of funds in the project that will be for planning activities.
Organization	Dollar amount of the project supporting organization	Identify the amount of funds in the project that will be for organization activities.
Equipment	Dollar amount of the project supporting equipment	Identify the amount of funds in the project that will be for the purchase of equipment.
Training	Dollar amount of the project supporting training	Identify the amount of funds in the project that will be for training activities.
Exercises	Dollar amount of the project supporting exercises	Identify the amount of funds in the project that will be for exercise activities.
Total	Total dollar amount for the project.	Automatically generated by the GRT from the sum of the POETE cost categories.

II. C. Project Implementation and Management

For every project, identify the baseline for project implementation according to whether it builds on a previous investment. Not all projects will be linked to previous investments. Next, determine the appropriate project management phase. For new projects, this will likely be the 'initiate' or 'planning' phase. However, if the project builds on a previous investment, the project may be in a more advanced 'execution' or 'control' phase. As the project is implemented the recipient will be expected to report on the progress of the project through the management phases. Please reference Appendix A for a detailed description of the Project Management Life-cycle.

The applicant will then be required to provide start and end dates for the project, within the 36 month period of performance. Finally, indicate whether the activities of the project will require new construction or renovation, retrofitting, or modification of existing structures. This project attribute is required as some project activities may require extensive environmental review which can affect when implementation can begin.

Attribute Name	Description	Application Instructions
Does the Project Support a Previously Awarded Investment?	Indicates if the project is related to an investment awarded in a previous year.	Select yes if the current project is a continuation of an existing investment that has used grant funds for implementation from previous DHS/FEMA awards.
If yes, from which year?	Fiscal Year of the previous award.	If the project is a continuation of a previous investment, select the specific investment from the list.

If Yes, which investment?	The previously awarded investment that the project supports.	If the project is a continuation of a previous investment, select the specific investment from the list.
What is the Last Completed milestone of the previous investment?	A description of the last completed milestone from the previously awarded investment.	Please refer to the investment identified above and then identify the last completed milestone from that investment. (250 character maximum)
Project Management Step	The current Project Life-cycle phase of the previously awarded investment, or the new project.	Select the most applicable step.
Start Date	Start date of the project/previously Awarded Investment	Provide the approximate start date of the project, based on the expected notification of an award. If the project is a continuation of a previous investment, provide the approximate start date of that investment.
End Date	End date of the project/previously awarded investment	Provide the approximate end date of the project. If the end date is the end of the expected period of performance, provide that.
Construction Activity	Indicates whether activities of the project will involve construction, renovation, retrofitting or modifications to an existing structure.	Select yes if the project may involve construction related activity.

APPENDIX A. PROJECT MANAGEMENT LIFE-CYCLE

The standard definition of a project is a temporary endeavor with a defined beginning and end (usually time-constrained, and often constrained by funding or a deliverable), undertaken to meet unique goals and objectives, typically to bring about beneficial change or added value. Applying this standard to projects using preparedness grant funds, a project is a related set of activities and purchases supporting the building or sustaining of core capabilities; and is associated with a single entity responsible for execution.

This approach will allow DHS/FEMA and applicants to categorize the grant funded project as a discrete unit for post-award management, reporting, and monitoring purposes. The main steps and processes of the Project Management Life-cycle are summarized in this table:

Steps	Description	Process
Initiate	The authorization to begin work or resume work on any particular activity.	Involves preparing for, assembling resources and getting work started. May apply to any level, e.g. program, project, phase, activity, task.
Steps	Description	Process
Execute	The period within the project life-cycle during which the actual work of creating the project's deliverables is carried out.	Involves directing, accomplishing, managing, and completing all phases and aspects of work for a given project.
Control	A mechanism which reacts to the current project status to ensure accomplishment of project objectives. This involves planning, measuring, monitoring, and taking corrective action based on the results of the monitoring.	Involves exercising corrective action as necessary to yield a required outcome consequent upon monitoring performance. Or, the process of comparing actual performance with planned performance, analyzing variances, evaluating possible alternatives, and taking appropriate correct action as needed.
Close Out	The completion of all work on a project. Can also refer to completion of a phase of the project.	Involves formally terminating and concluding all tasks, activities, and component parts of a particular project, or phase of a project.

For additional information on the Project Management Life-cycle, please visit Project Management Institute's (PMI) *A Guide to the Project Management Body of Knowledge* (PMBOK Guide) at <http://www.pmi.org/PMBOK-Guide-and-Standards.aspx>. Specifically, applicants are encouraged to reference Chapter three of the PMBOK Guide, *The Standard for Project Management of a Project*.

(Cal OES Use Only)

Cal OES #		FIPS #	000-00000	VS#		Subaward #	2023-9999
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**CALIFORNIA GOVERNOR'S OFFICE OF EMERGENCY SERVICES
GRANT SUBAWARD FACE SHEET**

The California Governor's Office of Emergency Services (Cal OES) hereby makes a Grant Subaward of funds to the following:

1. **Subrecipient:** _____ **1a. UEI:** _____
 2. **Implementing Agency:** _____ **2a. UEI:** _____
 3. **Implementing Agency Address:** _____
 (Street) _____ (City) _____ (Zip+4) _____
 4. **Location of Project:** _____
 (City) _____ (County) _____ (Zip+4) _____
 5. **Disaster/Program Title:** _____ **6. Performance / Budget Period:** December 1, 2024 **to** December 31, 2026
 (Start Date) (End Date)
 7. **Indirect Cost Rate:** _____ (Select) _____ **Federally Approved ICR (if applicable):** _____ %

Item Number	Grant Year	Fund Source	A. State	B. Federal	C. Total	D. Cash Match	E. In-Kind Match	F. Total Match	G. Total Cost
8.	2022	SLCGP							
9.	2023	SLCGP							
10.									
11.									
12.									
Total	Project	Cost							

13. Certification - This Grant Subaward consists of this title page, the application for the grant, which is attached and made a part hereof, the Assurances/Certifications, and any attached Special Conditions. I hereby certify I am vested with the authority to enter into this Grant Subaward, and have the approval of the City/County Financial Officer, City Manager, County Administrator, Governing Board Chair, or other Approving Body. The Subrecipient certifies that all funds received pursuant to this agreement will be spent exclusively on the purposes specified in the Grant Subaward. The Subrecipient accepts this Grant Subaward and agrees to administer the grant project in accordance with the Grant Subaward as well as all applicable state and federal laws, audit requirements, federal program guidelines, and Cal OES policy and program guidance. The Subrecipient further agrees that the allocation of funds may be contingent on the enactment of the State Budget.

14. CA Public Records Act - Grant applications are subject to the California Public Records Act, Government Code section 7920 et seq. Do not put any personally identifiable information or private information on this application. If you believe that any of the information you are putting on this application is exempt from the Public Records Act, please attach a statement that indicates what portions of the application and the basis for the exemption. Your statement that the information is not subject to the Public Records Act will not guarantee that the information will not be disclosed.

15. Official Authorized to Sign for Subrecipient:
 Name: _____ Title: _____
 Payment Mailing Address: _____ City: _____ Zip Code+4: _____
 Signature: _____ Date: _____

16. Federal Employer ID Number: _____
(FOR Cal OES USE ONLY)

I hereby certify upon my personal knowledge that budgeted funds are available for the period and purposes of this expenditure stated above.

 (Cal OES Fiscal Officer) (Date) (Cal OES Director or Designee) (Date)

AUTHORIZED AGENT AND CONTACT INFORMATION

Subrecipient

000-00000
2023-9999

Request Type

Cal OES Approval

Salutation	Authorized Agent Name	Title	Address	City	Zip	Phone	Email

NOTE: Authorized Agents must be designated, by name or title, in the Governing Body Resolution. Modifications will require additional documentation.

Salutation	Point of Contact (POC) Name	Title	Address	City	Zip	Phone	Email

INDIRECT COSTS - SUMMARY RECAP OF COSTS CLAIMED

Subrecipient

000-00000
2023-9999

Ledger Type

Cal OES Approval

FUNDING SOURCE	ICR PERIOD (Mo/Yr through Mo/Yr)	INDIRECT COST RATE FOR PERIOD	ICR BASE
			(Select)

DIRECT COSTS	TOTAL COSTS	LESS DISTORTING COSTS	COSTS APPLICABLE TO ICR
Planning			
Organization			
Training			
Exercise			
M&A			
SUBTOTAL ELIGIBLE DIRECT COSTS			

SUBAWARDS	TOTAL COSTS	LESS EXCLUDED SUBAWARD COSTS	COSTS APPLICABLE TO ICR
SUBTOTAL ELIGIBLE SUBAWARD COSTS			

TOTAL DIRECT COSTS	
TOTAL ALLOWABLE INDIRECT COSTS	
TOTAL BUDGETED INDIRECT COSTS	

AUTHORIZED AGENT

NOTE: Unauthorized alterations will delay the approval of this request.

Subrecipient

000-00000
2023-9999

ALN:	SLCGP 97.137
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Supporting Information for Application, Modification, or Request for Federal Funds

This claim is for costs incurred within the grant performance period.

This request is for a/an:

December 1, 2024

Beginning Performance Period Date

through

December 31, 2026

Ending Performance Period Date

Request #

Amount This Request - **FY22** SLCGP

Amount This Request - **FY23** SLCGP

Under Penalty of Perjury, I certify that:

I am the duly authorized officer of the claimant herein. This claim is true, correct, and all expenditures were made in accordance with applicable laws, rules, regulations, and grant conditions and assurances.

Statement of Certification - Authorized Agent

By signing this report, I certify, to the best of my knowledge and belief, that the report is true, complete, and accurate, and that the expenditures, disbursements, and cash receipts are for the purposes and objectives set forth in the terms and conditions of the Federal award. I am aware that any false, fictitious, or fraudulent information, or the omission of any material fact, may subject me to criminal, civil or administrative penalties for fraud, false statements, false claims or otherwise. (U.S. Code Title 18, Section 1001 and Title 31, Sections 3729-3730 and 3801-3812).

Printed Name of Authorized Agent

Payment Address

Title of Authorized Agent

City, ZIP

Signature of Authorized Agent

Date

Agenda Item 6c

Discussion & Possible Action Releasing the
Request for Qualification/Proposal for
Construction Management Services for the
Civic Center Development, Phase 1 Project

MEMORANDUM

DATE: February 26, 2025

TO: Board of Directors

FROM: Don Bartz, General Manager
By: George Cardenas, Engineering Manager

SUBJECT: Discussion & Possible Action Releasing the Request for Qualification/Proposal for Construction Management Services for the Civic Center Development, Phase 1 Project

STAFF RECOMMENDATION

For the Board to approve the releasing, when finalized, of the Request for Qualification/Proposal (RFQ/P) for Construction Management (CM) Services for the Civic Center Development Phase 1 Project.

BACKGROUND

The project is located on 19-acres of vacant land along Sheep Creek Road, north of Warbler Road. San Bernardino County recently approved all design plans for Phase 1 of the Civic Center Development Project, which includes the construction of a 14,034 sq. ft. Civic Center Building / Emergency Operations Center (EOC), Sheep Creek Road improvements, and site grading. The project complies with all FEMA requirements for Federal funding.

District staff and the design team are currently finalizing the Bid Documents to solicit bids for construction. Before proceeding with the solicitation for construction, it is prudent to contract with a Construction Management (CM) firm for services to assist with overseeing the construction of a project on this scale. Given the limited availability and experience of District staff managing such a large project, District staff, and current project team will provide support, as needed, and assist in the selection of the most qualified CM Firm to administer the construction project. The CM will also review the bid documents before seeking bids for the construction of the Civic Center Project and will provide comprehensive CM services as listed in the Scope of Work. The Draft RFQ/P is currently with the District's legal counsel for review and final approval.

When finalized, the RFP/Q will be posted in the Victorville Daily Press, The Sun, and the District's website. A recommendation will be brought to the Board in late April / early May for discussion and possible action to award CM Services for the construction of the Civic Center Phase 1 Project.

FISCAL IMPACT: None

ATTACHMENTS: Draft PSA, and Project Exhibit

DRAFT Phelan Piñon Hills

Community Services District

REQUEST FOR QUALIFICATIONS/PROPOSALS (RFQ/P)



RFQ/P #2025-0X

CONSTRUCTION MANAGEMENT SERVICES FOR CIVIC CENTER DEVELOPMENT PHASE I PROJECT

RFQ/P Release:
Thursday, February 27, 2025

Proposals must be received by:
Thursday, April 3, 2025, 3:00 PM PST

TABLE OF CONTENTS

1. Introduction
2. Phelon Piñon Hills Community Services District Background
3. Project Description
4. Project Schedule
5. Request for Proposal Instructions
6. Proposal Ranking Criteria and Award
7. Environmental Impact and General Plan Consistency
8. Scope of Work
9. Available Documents (Download at <https://www.pphcsd.org/>). Proposers are encouraged to review all available documents published as part of the Project Manual for this Project, including front-end procurement documents, plans, specifications, reports, SWPPP, environmental documents, etc.. related to the Civic Center Project. Such documents are available on the District’s web-site for downloading.

PLANS AND SPECIFICATIONS

- Civic Center Development Phase 1 (Civil Plans) by TRLS Engineering Inc dated 5/9/23 (25 sheets)
- Civic Center Commercial Development Plans (Architectural Plans) by Steeno Design Studio dated 4/18/2023 (46 sheets)
- Project Specifications

GEOTECHNICAL INFORMATION

- Preliminary Geotechnical Investigation by ALR Engineering & Testing dated 10/30/2013 and revised 10/15/2022 (39 pages)
- Geotechnical Investigation Report by Merrell Johnson dated 4/29/2022 (30 pages)
- Results of Two Infiltration Tests for a Proposed Infiltration Basin by Merrell Johnson dated 4/1/2023 (12 pages)

ENVIRONMENTAL

- CEQA Initial Study/Mitigated Negative Declaration (Civic Center) dated September 2022 (74 pages)
- CEQA Initial Study/Mitigated Negative Declaration (Community Park) dated June 2023 (87 pages)
- Storm Water Pollution Prevention Plan (SWPPP) by Merrell Johnson dated 2/22/2022 (146 pages)

SAMPLE AGREEMENT

- Professional Services Agreement (20 pages, including Granting Agency Requirements)[Attached to this RFQ/P]

Request for Qualifications/Proposals: Construction Management Services for Civic Center Development Phase I Project



1. INTRODUCTION

The Phelan Piñon Hills Community Services District (District) is soliciting proposals from qualified consultants (proposers) to enter into a Professional Services Agreement (Agreement) with the District for the performance of construction management services for the first phase of development at this site to construct the 14,034 square feet (SF) Civic Center Building/Emergency Operations Center and site grading, including a portion of the future 14-acre park. The services and performance requirements are described in the Scope of Services and other sections of this Request for Qualifications/Proposals (RFQ/P).

2. PHELAN PIÑON HILLS COMMUNITY SERVICES DISTRICT BACKGROUND

In February 2008, the citizens of Phelan and Piñon Hills overwhelmingly voted to separate the Water, Parks and Recreation, and Street Lighting Districts from the County of San Bernardino and to create a Community Services District. This consolidation enabled the Communities to establish a form of self-governance while maintaining their individual rural integrity. The 128 square mile District is the largest Community Service District in San Bernardino County. The District's Mission Statement is as follows: "Our Mission is to provide all authorized services reliably and economically for the promotion of community development and to utilize all available resources for maximum beneficial use. Our vision is to develop a Community Services District that enhances the living experience for all people within the District."

3. PROJECT DESCRIPTION

The District is in the process of developing a 14-acre Community Park and new Civic Center/Emergency Operations Center (EOC) building located at the intersection of Warbler Road and Sheep Creek Road, Phelan, California. This project covers the first phase of construction which includes the new Civic Center Building and EOC (integral to Civic Center) and associated Phase 1 site grading for the future Community Park. The 3,592 SF EOC will include features including control room, emergency standby generator, and state-of-the-art communications systems. The EOC portion of this Project is funded through a grant received from Cal-OES who administers federal FEMA grant funds; the Project is also supplemented with District funds and including local contributions from the County of San Bernardino. Cal OES believes this project will greatly benefit the local community and the resilience of the State.

4. PROJECT SCHEDULE

Request for Bids (for construction of the Civic Center and EOC Project) will be posted and a construction contract awarded some time after the award of this professional services contract. It is anticipated that this contract will be awarded in Spring 2025 and the construction contract will be awarded shortly thereafter.

The project award schedule is estimated as follows:

Item	Date
Proposal Due	April 3, 2025
District Review of Proposals	April 10, 2025
Potential Consultant Interviews*	April 16, 2025
District Recommendation of Selected Firm/Staff Report	April 17, 2025
Board Meeting to Award Contract	April 24, 2025
Consultant Notice of Contract Award	April 25, 2025
Contract Negotiation/Notice to Proceed	May 8, 2025
Estimated Construction Period	18 months (estimated construction schedule)

**Note, Consultants to calendar this day for potential interviews (if deemed necessary by the District)*

5. REQUEST FOR PROPOSAL INSTRUCTIONS

Pre-Proposal Meeting: A mandatory pre-proposal meeting is scheduled for Wednesday, March 12, 2025, at the District’s Office, 4176 Warbler Road, Phelan, CA 92371. A brief Site tour will be conducted immediately following the meeting. This will be the only opportunity for Consultants to tour the Site accompanied by the District. Consultant firms may make an appointment to view the Project Site on their own, by coordinate with the Project Contact person named in this RFQ/P. The Prime Consultant will be allowed one 1-hour meeting with the District, in person or via web-based meeting, to discuss the Project and ask any questions the Consultant Team may have. Also coordinate this meeting, if desired, through the Project Contact.

Inquiries During Proposal Period: Consultants must direct all inquiries to the District in writing, via email, Attention: George Cardenas, Engineering Manager, gcardenas@pphcsd.org. All inquiries will be responded to in writing, and questions and responses will be disseminated to all consultant teams for their consideration. The origination of the questions will not be disclosed. **All inquiries must be received no later than March 26, 2025 by 5 PM PST in order to receive responses from the District.** Inquiries received after this deadline may not be considered or responded to.

Addenda to RFQ/P: Through the course of the proposal development, consultants may raise questions concerning the RFQ/P, which may impact proposals. The District will issue addenda as necessary to further clarify the requirements and expectations of the RFQ/P. The District reserves the right to issue addenda up to three business days prior to the due date of the RFQ/P, without time extension of the RFQ/P due date. It is the responsibility of the Proposers to check the District's website for Addenda once posted. **Proposers must also acknowledge receipt of all Addenda in their proposal cover letters.**

Proposal Due Date: Thursday, April 3, 2025 (3 pm PST). Any proposals received after this date/time will be returned to the proposer un-opened. It shall be the proposers' responsibility to verify and confirm receipt of the proposals by the specified due date and time. The District reserves the right to accept or reject any or all proposals.

Proposal Delivery: Proposals shall be delivered in sealed envelopes, with a label clearly marked on the outside: "CM Proposal for Civic Center Development Phase I Project" and the name of firm proposing. Provide four hard bound copies of the proposal and one USB Drive containing an electronic copy of the proposal. **Submit proposed fees (single hard copy) in a separate sealed envelope within the main sealed proposal envelope.** Do not provide an electronic copy of the fees on the USB drive. Deliver to:

Phelan Piñon Hills Community Services District
ATTN: George Cardenas, Engineering Manager
4176 Warbler Road
Phelan, CA 92371

6. PROPOSAL CONTENT

Quality of Proposals: Unnecessarily elaborate or glossy proposals are neither expected nor desired. The emphasis of the proposal should be on responding to the core requirements set forth in this RFQ/P.

Length of Proposal: The proposal contents shall not exceed 25 pages in length, excluding cover page, cover letter, table of contents, fly sheets, figures/exhibits and resumes.

Contents of Proposal: Proposals shall be prepared in accordance with the following general format specified in this section.

1. Cover Letter

- a. The cover letter should also include a brief narrative about why the Proposer is interested in this opportunity and how they are especially qualified to provide these services.
- b. The cover letter shall acknowledge receipt of all Addenda.
- c. An authorized representative of the Proposer shall sign the Cover Letter which shall identify the legal name of the Proposer, along with the name of the contact person, address, phone number, and email address.

2. Table of Contents

3. Firm Description

- a. Provide a description of your firm and your core service areas, including any subconsultants

4. Project Team and Qualifications

- a. Qualifications and related experience of the Project Manager, Project Engineer, and other key team members, including sub consultants.

- b. Provide a detailed Organizational Chart of your proposed team. The Organizational Chart should also clearly reflect the relationship and lines of communication between your Firm and all other stakeholders, including the District, the Contractor, the Architect/Engineers, Wallace Group (Program Manager), County Inspector(s), Materials Testing Firm, Environmental Consultants, and others.
- c. Include resumes of proposed team members (as an attachment in the Appendix), including resumes of subconsultants on your team.

5. Project Understanding and Approach.

- a. Provide your team’s understanding and approach to the overall project. Discuss issues and concerns and express your ideas and methodology on how best to approach and execute the project.
- b. In this section, you should specifically address your approach and understanding of:
 - i. Building Projects of the size and complexity of the Civic Center Development Phase I Project, including Permitting, executing SWPPP, and other aspects.
 - ii. Familiarity with administration of Federal Grant Programs, including FEMA Grant Program as administered by Cal-OES.
 - iii. Experience with environmental mitigation measures, particularly with respect to protection and relocation of Joshua Trees.

6. Prior Project Experience & References

- a. Provide a minimum of three reference projects showing your team’s relevant project experience as it relates to the nature, size and complexity of this Project, including experience of proposed subconsultants.
 - i. Provide the year(s) the project was performed and identify key team members and their roles on the project
- b. Include reference contact information for your reference projects (name, title/position, mailing address, phone number, email address)

7. Scope of Work and Fee Proposal

- a. Provide a detailed scope of services proposed for the project, embellishing upon the outlined required scope of work provided in the section below.
- b. The Consultants fee proposal (and ultimately invoices) should reflect this scope of work
 - i. Fee proposal should be organized into separate task/line items for ease of budget tracking
 - ii. Clearly state the timeline for which your proposed fees cover the listed scope of services.

8. Agreement

- a. Consultant shall review the Agreement for Services included as Attachment A, and list any exceptions desired for consideration during negotiation of services and fees for the Project. The District will consider all requests; however, reserves the right to reject any or all of Consultant’s contract exceptions.

- b. If no changes or exceptions are requested, Consultant should make a statement to this effect in their proposal.

7. PROPOSAL RANKING CRITERIA AND AWARD

Proposals will be ranked by the District based on established ranking criteria. The value of each criterion is stated immediately following each criterion. Criteria and relative “point” values are as follows:

- Project Understanding and Approach: 35 points
- Project Team/Qualifications: 30 points
- Relevant Project Experience: 20 points
- References: 10 points
- Local Presence: 5 points

All proposals will be ranked on these criteria, and the most qualified firm will be chosen. If deemed warranted, the District will conduct interviews as part of the selection process. Upon selection of top ranked Consultant, the District will open sealed envelopes with fees and begin the negotiation process with the selected Consultant. Upon successful negotiation of fees with Staff, the Agreement and fees will require Board approval prior to issuance of notice of contract award. Should the District and Consultant not successfully negotiate contract terms and conditions, scope and fees, the District reserves the right to continue negotiations with the next most qualified consultant team.

SCOPE OF SERVICES

The scope of services described herein is a sample scope and describes essential activities and shall not constitute a comprehensive list of duties necessary to successfully manage construction of the Project. The Consultant shall administer duties using industry best practices and procedures; and utilize their own expertise and judgement and familiarity with similar Projects, in the determination of what services may be needed to ensure this project is delivered successfully. The Consultant will perform all tasks necessary for the management of the project, including but not limited to the following:

Project Coordination

The Consultant will function as an extension of District staff, will advocate for the District and the Project, and will be expected to manage the day-to-day operations of the project in accordance with the project plans and specifications, and including grant administration assistance. The Consultant will prepare all draft documents necessary for approval by the District and coordinate with District staff for necessary direction and signatures and transmit all final documents to the Contractor upon approval, and where applicable, signature by the District. The Consultant shall keep the District informed of all current and future planned construction activities and work diligently to resolve all contract deviations and schedule changes that may occur throughout the project to keep the project on schedule and within budget. The District will maintain ultimate project control and will make all final determinations after being advised by the CM Consultant with respect to approvals, rejections, pay items and quantities, work change directives, contract change orders, right-of-way and other claims, stop work, and other pertinent job functions.

Necessary communications will include emails, phone calls, and recurring project meetings with the Contractor. District representatives will periodically attend these meetings to stay informed of the project conditions. The Consultant will periodically meet independently with the District, at the Project site or District Offices or virtually, to discuss, plan, and resolve project components requiring action.

In addition to the services covered under this RFQ/P, the District has retained additional consultants to support the construction phase of this project and it is expected that the selected CM Consultant will coordinate as necessary throughout the project, especially as it pertains to necessary site visits and inspections based on the Contractor's 3-Week Look Ahead Schedule:

- 1) Coordinate with the District's environmental consultants to ensure compliance with the Project's environmental commitments (ex. Mitigation Monitoring and Reporting Program (MMRP), Storm Water Pollution Prevention).
- 2) Coordinate with the District's materials testing and special inspection consultant to ensure compliance with the project plans and specifications and County Building Permit.
- 3) Coordinate with the Design Team for submittal reviews, request for information (RFI) responses, design changes, change order evaluations, and completion of record drawings. Include routine and periodic site visits for on-site observations for select critical aspects of work and punchlist walks.
- 4) Coordination with County of San Bernadino's Inspector of Record will be the ultimate responsibility of the Contractor to schedule and request timely inspections. Consultant will need to provide oversight to ensure that inspections are occurring and to assist with communications regarding failed inspections and their remedy.

General Management

- 1) Administer the Construction Contract.
- 2) Assist the District with federal grant administration activities.
- 3) Deliver Project services in accordance with the plans and specifications.
- 4) Manage and coordinate all aspects of the Project, inclusive of services identified in the RFQ/P.
- 5) Coordinate with District staff, multiple contractors when applicable, agencies, and Project stakeholders.
- 6) Act as liaison between Contractor, District, and District's Design Team.
- 7) Coordinate design changes with Contractor, District, and District's Design Team.
- 8) Assist the District in the timing and content of public outreach activities including but not limited to assisting with press releases, project impact coordination, and media requests.
- 9) Provide Construction Management Software (such as Procore or other approved equal) for the entire duration of the project to track project documents (RFI's, Submittals, Change Orders, Photos, etc).
- 10) Participate in public outreach activities.

Project Records and Documentation

- 1) Organize and maintain project records in accordance with industry standards, as may be stipulated in the grant conditions, and as allows for best management and tracking of the project.
- 2) Prepare project records such that they support the adequacy of the field supervision, inspection, testing, conformance to contract specifications, and payments to the contractor.
- 3) Support District staff during construction with any periodic granting agency review and inspections of the District's project files for compliance with grant and project requirements
- 4) *Photos*. Maintain photographic record of the project site throughout the duration of the contract to provide visual representation and record of the project conditions, including, but not limited to pre-existing/pre-construction conditions, construction activities/equipment, traffic control and construction sequencing operations, unsafe project conditions requiring corrective action, and final constructed conditions,
- 5) *As-Builts*. Review Contractor's as-built plans, including RFIs and changes, for the Architect/Engineer of Record to incorporate into Record Drawings.
- 6) *Labor Compliance*. Provide labor compliance administration services including EEO compliance, spot-checking payrolls to ensure compliance with State prevailing wage rates, cross-checking reports, monthly interviews, and payrolls and wage rates to determine the Contractor's and subcontractor's compliance.

Meetings

- 1) *Pre-Construction Meeting*. Schedule and conduct an in-person pre-construction meeting and prepare agenda, sign in sheet, and issue minutes. Provide a draft pre-construction meeting agenda for District review and comment at least five days prior to the meeting.
- 2) *Weekly Construction Meetings*. Schedule and conduct weekly, on-site construction progress meetings, including preparing an agenda and issuing minutes.
- 3) Arrange and schedule progress meetings and other job conferences with the District

Schedule

- 1) *Baseline Schedule*. Review and understand the baseline construction schedule prepared and submitted by the Construction Contractor as it relates to project milestones, critical path, construction calendar days, environmental constraints, and other key project issues.
 - a. Coordinate necessary revisions with Contractor to improve schedule or correct discrepancies and add any pertinent and/or missing project elements.
 - b. Approve submitted schedule and provide written notification to Contractor and District.
- 2) *Revised Construction Schedules*. Request and review revised construction schedules submitted by the contractor to identify potential delays, time extensions, change orders, additional work, etc. Notify District of any scheduling issues and/or conflicts.
- 3) *3-Week Look Ahead Schedules*. Review contractor's 3-Week Look Ahead Schedules to identify upcoming work, schedule environmental/material testing consultants, and to prioritize outstanding RFIs and Submittals that may impact the completion of the work.
- 4) Track contract time, including added weather days and change orders, review of Contractor's daily reports, to accurately report the Contract completion date.

Construction Budget and Change Orders

- 1) *Progress Payments*. Review the Contractor's monthly progress payment requests and make payment recommendations to the District. Assist District with updates and entries to the

- federal Financial Management Forms Workbook (FMFW) Excel worksheet (federal grant cost tracking) upon request.
- 2) Maintain a current monthly accounting of construction costs to date and forecasted to complete the project, including approved change orders, for District’s review and approval.
 - a. Include and maintain a log of potential change orders or claims to aid the District in management and forecasting of the project’s construction contingency
 - b. Prepare and file each potential claim issue. Evaluate, analyze, and coordinate negotiation to achieve claims and dispute resolutions in line with District directions.
 - 3) *Change Orders*. Provide an independent cost and schedule estimate to the District for each change order.
 - a. Submit draft change orders to the District for review and approval/direction prior to issuing the Contractor.

Submittals

- 1) *Contractors Submittal Log/Schedule*. Request and review Contractors Submittal Log to ensure all necessary submittals are to be provided.
 - a. Including submittal dates/timelines are coordinated to support the baseline construction schedule.
- 2) Review shop drawings and material submittals and coordinate submittal reviews with the Contractor, District and Architect/Engineer in accordance with the Contract Documents.
- 3) Transmit submittal comments and responses back to the Contractor.
- 4) *Submittal Log*. Create and maintain a log that is updated weekly, which tracks submittal progress, including the date each submittal was transmitted from one party to another.
 - a. Provide the submittal log to the District and the Contractor to review at the weekly meetings, and as requested by the District.

Requests for Information

- 1) Review and respond to Requests for Information (RFIs) submitted by the Construction Contractor. Coordinate with District staff and District’s Design Consultants upon receipt and review. Provide recommendations for formal response.
- 2) *RFI Log*. Create and maintain a log that is updated weekly, which tracks RFI progress, including the date each RFI was transmitted from one party to another.
 - a. Provide the RFI log to the District and the Contractor to review at the weekly meetings and as requested.

Survey Services

- 1) In conjunction with Design Consultants, coordinate and review survey services provided by Contractor, to ascertain general conformance with proper building pad location, elevations, and concrete form certification. This is intended to be a quality assurance check of the Contractors work prior to foundation pour(s).
 - a. Request Contractor to Issue a memo, stamped by a California Licensed Surveyor or Civil engineer, certifying the building pad in accordance with the requirements of the County of San Bernadino’s Building Permit. Review such documentation as part of this overall quality assurance check.

Construction Inspection & Material Testing

The Consultant shall provide material acceptance testing (AT) services as required for the Project. The Material Tester(s) will be responsible for material sampling, testing, and documentation as required for this project. AT is the actual inspection, sampling, material testing, and shall prepare proper documentation to assure contract compliance. The Consultant shall ensure that adequate testing and inspection occur and that necessary written records are included in the project files. AT firms shall be duly qualified to perform such special inspections and testing, and if required by the County, shall be on County's approved list of AT firms.

Labor Compliance

The CM Consultant will be expected to perform general oversight of labor compliance in accordance with the Local Assistance Procedure Manual LAPM and the Department of Industrial Relations (DIR). Labor compliance includes, but is not limited to, spot-checking payrolls to ensure compliance with State and Federal prevailing wage rates, spot-checking electronic certified payroll reports (eCPR) uploaded to the DIR website, cross-checking reports, performing monthly on-site labor interviews, and payrolls and wage rates to determine the Contractor's and all sub-Contractor's compliance. Conduct labor compliance and certified payrolls reviews and provide approvals with the Contractor's monthly progress payment.

Grant Support

This Project will be funded in part using federal funds from the Department of Homeland Security, Federal Emergency Management Agency, Fiscal Year 2023 Emergency Operations Center (EOC) Grant; and Cal-OES. As such, the selected CM firm will need to provide various support activities to the District to assist with overall grant administration. The District will remain as the lead on the grant administration and reporting. Consultants shall include budget to assist with various grant administration activities throughout the duration of the construction phase of the Project. This budget should be clearly identified in an individual line item or task within the Consultants fee proposal. Such activities may include, but not be limited to, the following:

- 1) Assistance with filing and maintaining various grant documents including administrative documents, procurement documents, submittals, and other documents pertaining to the compliance with federal funding requirements.
- 2) Periodic updates to the District to assist with grant reporting and updates.
- 3) Coordinating and documenting environmental mitigation activities required by the mitigation monitoring program.
- 4) *BABAA*. Assisting with confirming general compliance with various federal requirements, including documentation that requirements of the Build America, Buy America Act (BABAA) are met. This will include confirming with the Architect and design team that approved submittals adequately document compliance with the Act, for the various materials and equipment to which this Act pertains to.
- 5) *Procurement of Recovered Materials*. Assisting with confirming general compliance with Section 6002 of the Solid Waste Disposal Act, as it pertains to procurement of items designated in the guidelines of EPA 40 CFR Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition. Assist with ensuring submittals reviews and overall documentation of compliance with this Act is met.
- 6) *Progress Payments*. As part of progress payment review and approval, assist the District with monthly updates to the 2023 EOC excel spreadsheet tracking the various costs and information related to the administration of this Grant.

7) Other grant administration activities upon request.

Project Closeout

The Consultant shall support the project through project closeout and all associated project closeout documents are accepted by the District. This will include:

- 1) Schedule and coordinate a punch-list walk with project stakeholders (Contractor, District, Design Team, Inspector of Record, etc), prepare a punch list and/or compile from Design Team, including additional site visits to verify that all items are remedied and completed
- 2) Certify completion of the Project and recommend acceptance and filing of the Notice of Completion to the District
- 3) Review Contractors as-built drawings for accuracy and completeness and provide to Design Team for their incorporation into formal Record Drawings
- 4) Finalize and deliver all construction files to the District for archives including all submittals, RFIs, change orders, progress payments, etc
 - a. Provide electronic version of all record drawings and files in PDF file format.
- 5) Address all unresolved issues including, but not limited to, change orders, claims, etc.
- 6) Complete documentation required for final grant close out.

ATTACHMENT A

PPHCSD STANDARD PROFESSIONAL SERVICES CONTRACT

ATTACHMENT A

AGREEMENT FOR SERVICES BETWEEN PHELAN PINON HILLS COMMUNITY SERVICES DISTRICT AND

THIS AGREEMENT is made this ___ day of _____, 202~~50~~⁵⁹ (hereinafter referred to as the “Effective Date”), by and between the PHELAN PINON HILLS COMMUNITY SERVICES DISTRICT, a public agency organized and operating pursuant to California Government Code Section 61000 et seq. (hereinafter referred to as the “DISTRICT”), and _____, a _____ (hereinafter referred to as “CONSULTANT”). DISTRICT and CONSULTANT may individually be referred to as “Party” or collectively as “Parties” in this Agreement.

RECITALS

WHEREAS, the DISTRICT desires to contract with CONSULTANT to provide [construction management and administration services in support of construction of the Civic Center Phase 1 Project](#) (hereinafter referred to as “Project”); and

WHEREAS, CONSULTANT is willing to contract with the DISTRICT to provide such services for the Project; and

WHEREAS, CONSULTANT holds itself as duly licensed, qualified, and capable of performing said services for the Project, and that CONSULTANT is customarily engaged in an independently established trade, occupation, and/or business of the same nature as the work to be performed herein; and

WHEREAS, this Agreement establishes the terms and conditions for the DISTRICT to retain CONSULTANT to provide the services described herein for the Project.

COVENANTS

NOW, THEREFORE, in consideration of the faithful performance of the terms and conditions set forth herein, the Parties hereto agree as follows:

ARTICLE I ENGAGEMENT OF CONSULTANT AND AUTHORIZATION TO PROCEED

1.1 ENGAGEMENT: The DISTRICT hereby engages CONSULTANT, and CONSULTANT hereby accepts the engagement, to perform the Project services described in Section 2.1 of this Agreement for the term set forth in Section 5.1 of this Agreement.

1.2 AUTHORIZATION TO PROCEED: Authorization for CONSULTANT to proceed with all or a portion of the Project services described in Section 2.1 of this Agreement will be granted in writing by the DISTRICT as soon as both Parties sign the Agreement and all applicable insurance and other security documents required pursuant to Section 6.3 of this Agreement are received and approved by the DISTRICT. CONSULTANT shall not proceed with said Project services until so authorized by the DISTRICT, and shall commence work immediately upon receipt of the Notice to Proceed.

1.3 NO EMPLOYEE RELATIONSHIP: The Project services to be provided by CONSULTANT are outside the usual course of the DISTRICT's business. CONSULTANT shall perform the Project services provided for herein as an independent consultant, and not as an employee of the DISTRICT. CONSULTANT is not to be considered an agent or employee of the DISTRICT for any purpose, and shall not be entitled to participate in any pension plans, insurance coverage, bonus, stock, or similar benefits that the DISTRICT provides for its employees. CONSULTANT shall indemnify the DISTRICT for any tax, retirement contribution, social security, overtime payment, or workers' compensation payment which the DISTRICT may be required to make on behalf of CONSULTANT or any agent or employee of CONSULTANT for work performed under this Agreement.

ARTICLE II SERVICES OF CONSULTANT

2.1 SCOPE OF SERVICES: The Project services to be performed by the CONSULTANT under this Agreement are described in the Scope of Work attached hereto as Exhibit "A" and incorporated herein by this reference (hereinafter referred to as the "Scope of Work"), and shall, where not specifically addressed, include all related services ordinarily provided by the CONSULTANT under same or similar circumstances and/or otherwise necessary to satisfy the requirements of Section 3.3 of this Agreement. In case of conflict between the terms of this Agreement and the provisions of the Scope of Work, this Agreement shall govern. Consultant shall also meet all applicable federal funding requirements, included as Exhibit "B" of this Agreement.

2.2 PREVAILING WAGES: In accordance with the provisions of the California Labor Code, CONSULTANT shall secure the payment of compensation to employees. To the extent required by the California Labor Code, CONSULTANT shall pay not less than the prevailing rate of per diem wages as determined by the Director, Department of Industrial Relations, State of California. Copies of such prevailing rate of per diem wages are on file at the DISTRICT's office, which copies will be made available to any interested party upon request. CONSULTANT shall post a copy of such determination at each job site. If applicable, CONSULTANT shall forfeit to the DISTRICT the amount of the penalty set forth in California Labor Code Section 1777.7(b), or any subsequent amendments thereto, for each calendar day, or portion thereof, for each worker paid less than the specified prevailing rates for such work or craft in which such worker is employed, whether paid by CONSULTANT or by any subconsultant.

2.3 HOURS AND WORKING CONDITIONS: The DISTRICT is a public entity in the State of California and is subject to the provisions of the Government Code and the Labor Code of the State. It is stipulated and agreed that all provisions of law applicable to public contracts are a part of this Agreement to the same extent as though set forth herein and will be complied with by CONSULTANT. CONSULTANT shall comply with all applicable provisions of the California Labor Code relating to working hours and the employment of apprentices on public works projects. CONSULTANT shall, as a penalty to the DISTRICT, forfeit \$25.00 for each worker employed in the execution of this Agreement by CONSULTANT or by any subconsultant, for each calendar day during which such worker is required or permitted to work more than 8 hours in any one calendar day and 40 hours in any one calendar week, unless such worker received compensation for all hours worked in excess of 8 hours at not less than 1½ times the basic rate of pay.

**ARTICLE III
RESPONSIBILITIES OF THE DISTRICT AND OF CONSULTANT**

3.1 DUTIES OF THE DISTRICT: The DISTRICT, without cost to CONSULTANT, will provide all pertinent information necessary for CONSULTANT's performance of its obligations under this Agreement that is reasonably available to the DISTRICT unless otherwise specified in the Scope of Work, in which case the CONSULTANT is to acquire such information. The DISTRICT does not guarantee or ensure the accuracy of any reports, information, and/or data so provided. To the extent that any reports, information, and/or other data so provided was supplied to the DISTRICT by persons who are not employees of the DISTRICT, any liability resulting from inaccuracies and/or omissions contained in said information shall be limited to liability on behalf of the party who prepared the information for the DISTRICT.

3.2 REPRESENTATIVE OF DISTRICT: The DISTRICT designates _____, as the person to act as the DISTRICT's representative with respect to the work to be performed under this Agreement. Such person will have complete authority to receive information and interpret and define the DISTRICT's policies pertinent to the work, although such person will not control or direct CONSULTANT's work. In the event the DISTRICT wishes to make a change in the DISTRICT's representative, the DISTRICT shall notify the CONSULTANT of the change in writing.

3.3 DUTIES OF CONSULTANT: CONSULTANT shall perform the Project work in such a manner as to fully comply with all applicable professional standards of care consistent with that degree of care and skill ordinarily exercise by members of the same profession currently practicing under similar circumstances at the same time and in the same locality. CONSULTANT shall cause all work and deliverables to conform to all applicable federal, state, and local laws and regulations.

3.4 APPROVAL OF WORK: The DISTRICT's approval of work or materials furnished hereunder shall not in any way relieve CONSULTANT of responsibility for the technical adequacy of its work. Neither the DISTRICT's review, approval or acceptance of, nor payment for any of the services shall be construed to operate as a waiver of any rights under this

Agreement or of any cause of action arising out of the performance of this Agreement. Where approval by the DISTRICT is indicated in this Agreement, it is understood to be conceptual approval only and does not relieve the CONSULTANT of responsibility for complying with all applicable laws, codes, and industry standards.

ARTICLE IV PAYMENTS TO CONSULTANT

4.1 **PROJECT COSTS:** During the Term of this Agreement, the DISTRICT will pay CONSULTANT for services performed in accordance with the rates and estimated hours and costs set forth in the Scope of Work. The total amount of \$_____ shall constitute the maximum compensation to which CONSULTANT may be entitled for the performance of services for the Project, unless this Agreement and/or the Scope of Work are changed in writing by the DISTRICT in advance of the services to be performed hereunder. Adjustments in the payment amount shall only be allowed pursuant to Section 6.4 of this Agreement.

4.2 **INVOICES:** Payment will be made by the DISTRICT within thirty (30) calendar days after receipt of an invoice from CONSULTANT, provided that all invoices are complete and CONSULTANT's work product and services are provided and performed in compliance with the terms and conditions of this Agreement. CONSULTANT shall invoice DISTRICT monthly for services performed under this Agreement. In the event that a payment dispute arises between the Parties, CONSULTANT shall provide to the DISTRICT full and complete access to CONSULTANT's labor cost records and other direct cost data, and copies thereof if requested by the DISTRICT.

4.3 **COST FOR REWORK:** CONSULTANT shall, at no cost to the DISTRICT, prepare any necessary rework occasioned by CONSULTANT's negligent acts or omissions or otherwise due substantially to CONSULTANT's fault.

ARTICLE V COMPLETION SCHEDULE

5.1 **TERM:** The Term of this Agreement shall begin on the Effective Date, and shall continue until the latest date set forth in the schedule contained in the Scope of Work for completion of tasks for the Project, unless this Agreement is earlier terminated pursuant to the provisions of Section 6.7 below. Notwithstanding the above, the provisions of Sections 1.3, 2.2, 2.3, 3.3 and 3.4 and Articles IV, V, and VI herein shall survive the expiration and/or termination of this Agreement.

5.2 **TIME OF ESSENCE:** CONSULTANT shall perform all services required by this Agreement in a prompt, timely, and professional manner. Time is of the essence in this Agreement.

ARTICLE VI GENERAL PROVISIONS

6.1 COMPLIANCE WITH FEDERAL, STATE, AND LOCAL LAWS: CONSULTANT shall at all times observe all applicable provisions of Federal, State, and Local laws and regulations including, but not limited to, those related to Equal Opportunity Employment.

6.2 SUBCONSULTANTS AND OUTSIDE CONSULTANTS: No subcontract shall be awarded by CONSULTANT unless prior written approval thereof is obtained from the DISTRICT. CONSULTANT shall be responsible for payment to subconsultants used by them to perform the services under this Agreement. If CONSULTANT subcontracts any of the work to be performed, CONSULTANT shall be as fully responsible to the DISTRICT for the performance of the work, including errors and omissions of CONSULTANT's subconsultants and of the persons employed by the subconsultant, as CONSULTANT is for the acts and omissions of persons directly employed by the CONSULTANT. Nothing contained in this Agreement shall create any contractual relationship between any subconsultant of CONSULTANT and the DISTRICT. CONSULTANT shall bind every subconsultant and every subconsultant of a subconsultant to the terms of this Agreement that are applicable to CONSULTANT's work unless specifically noted to the contrary in the subcontract in question and approved in writing by the DISTRICT.

6.3 INSURANCE: CONSULTANT shall secure and maintain in full force and effect, until the satisfactory completion and acceptance of the Project by DISTRICT, such insurance as will protect it and the DISTRICT in such a manner and in such amounts as set forth below. The premiums for said insurance coverage shall be paid by the CONSULTANT. The failure to comply with these insurance requirements may constitute a material breach of this Agreement, at the sole discretion of the DISTRICT.

- (a) Certificates of Insurance: Prior to commencing services under this Agreement, and in any event no later than ten (10) calendar days after execution of this Agreement, CONSULTANT shall furnish DISTRICT with Certificates of Insurance and endorsements verifying the insurance coverage required by this Agreement is in full force and effect. The DISTRICT reserves the right to require complete and accurate copies of all insurance policies required under this Agreement.
- (b) Required Provisions: The insurance policies required by this Agreement shall include the following provisions or have them incorporated by endorsement(s):
 - (1) Primary Coverage: The insurance policies provided by CONSULTANT shall be primary insurance and any self-insured retention and/or insurance carried by or available to the DISTRICT or its employees shall be excess and non-contributory coverage so that any self-insured retention and/or insurance carried by or available to the DISTRICT shall not contribute to any loss or expense under CONSULTANT's insurance.
 - (2) Additional Insured: The policies of insurance provided by CONSULTANT, except Workers' Compensation and Professional Liability, shall include as additional insureds: the DISTRICT, its directors, officers, employees, and agents when acting in their capacity as such in conjunction with the performance of this Agreement. Such

- policies shall contain a "severability of interests" provision, also known as "Cross liability" or "separation of insured".
- (3) Cancellation: CONSULTANT shall provide that the policy may not be non-renewed, canceled (for reasons other than non-payment of premium) or materially changed without first giving thirty (30) days advance written notice to the DISTRICT, or ten (10) days advance written notice in the event of cancellation due to non-payment of premium.
 - (4) Waiver of Subrogation: The insurance policies provided by CONSULTANT shall contain a waiver of subrogation against DISTRICT, its directors, officers, employees and agents for any claims arising out of the services performed under this Agreement by CONSULTANT.
 - (5) Claim Reporting: CONSULTANT shall not fail to comply with the claim reporting provisions or cause any breach of a policy condition or warranty of the insurance policies required by this Agreement that would affect the coverage afforded under the policies to the DISTRICT.
 - (6) Deductible/Retention: If the insurance policies provided by CONSULTANT contain deductibles or self-insured retentions, any such deductible or self-insured retention shall not be applicable with respect to the coverage provided to DISTRICT under such policies. CONSULTANT shall be solely responsible for any such deductible or self-insured retention and the DISTRICT, in its sole discretion, may require CONSULTANT to secure the payment of any such deductible or self-insured retention by a surety bond or an irrevocable and unconditional letter of credit.
 - (7) Sub-Consultants: CONSULTANT shall include all subconsultants as additional insureds under the insurance policies required by this Agreement to the same extent as the DISTRICT or shall furnish separate certificates of insurance and policy endorsements for each subconsultant verifying that the insurance for each subconsultant complies with the same insurance requirements applicable to CONSULTANT under this Agreement.
- (c) Insurance Company Requirements: CONSULTANT shall provide insurance coverage through insurers that have at least an "A" Financial Strength Rating and a "VII" Financial Size Category in accordance with the current ratings by the A. M. Best Company, Inc. as published in *Best's Key Rating Guide* or on said company's web site. In addition, any and all insurers must be admitted and authorized to conduct business in the State of California and be a participant in the California Insurance Guaranty Association, as evidenced by a listing in the appropriate publication of the California Department of Insurance.
- (d) Policy Requirements: The insurance required under this Agreement shall meet or exceed the minimum requirements as set forth below:
- (1) Workers' Compensation: CONSULTANT shall maintain Workers' Compensation insurance as required by law in the State of California to cover CONSULTANT's obligations as imposed by federal and state law having jurisdiction over CONSULTANT's employees and Employers' Liability insurance, including disease coverage, of not less than

\$1,000,000.

- (2) General Liability: CONSULTANT shall maintain Comprehensive General Liability insurance with a combined single limit of not less than \$1,000,000 per occurrence or claim and \$1,000,000 aggregate. The policy shall include, but not be limited to, coverage for bodily injury, property damage, personal injury, products, completed operations and blanket contractual to cover, but not be limited to, the liability assumed under the indemnification provisions of this Agreement. In the event the Comprehensive General Liability insurance policy is written on a “claims made” basis, coverage shall extend for two years after the satisfactory completion and acceptance of the Project by DISTRICT.
- (3) Automobile Liability: CONSULTANT shall maintain Commercial Automobile Liability insurance with a combined single limit for bodily injury and property damage of not less than \$1,000,000 each occurrence for any owned, hired, or non-owned vehicles.
- (4) Professional Liability: CONSULTANT shall maintain Professional Liability insurance covering errors and omissions arising out of the services performed by the CONSULTANT or any person employed by him, with a limit of not less than \$1,000,000 per occurrence or claim and \$1,000,000 aggregate. In the event the insurance policy is written on a “Claims made” basis, coverage shall extend for two years after the satisfactory completion and acceptance of the Project by DISTRICT.
- (5) Property Coverage – Valuable Papers: Property coverage on an all-risk, replacement cost form with Valuable Papers insurance sufficient to assure the restoration of any documents, memoranda, reports, plans or other similar data, whether in hard copy or electronic form, relating to the services provided by CONSULTANT under this Agreement.

6.4 CHANGES: If the DISTRICT requests a change in the Scope of Work, an equitable adjustment shall be made and this Agreement shall be modified in writing accordingly. CONSULTANT must assert any claim for adjustment under this clause in writing within thirty (30) calendar days from the date of receipt from CONSULTANT of the notification of change unless the DISTRICT grants a further period of time before the date of final payment under this Agreement.

6.5 NOTICES: All notices to either Party by the other shall be made in writing and delivered or mailed to such Party at their respective addresses as follows, or to other such address as either Party may designate, and said notices shall be deemed to have been made when delivered or, if mailed, five (5) days after mailing.

To DISTRICT:	Phelan Pinon Hills Community Services District 4176 Warbler Road P.O. Box 294049 Phelan, CA 92329-4049 Attn: General Manager
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To CONSULTANT: _____

Attn: _____

6.6 CONSULTANT'S ASSIGNED PERSONNEL: CONSULTANT designates _____ to have immediate responsibility for the performance of the work for the Project and for all matters relating to performance under this Agreement. Substitution of any assigned personnel shall require the prior written approval of the DISTRICT. If the DISTRICT determines that a proposed substitution is not acceptable, then, at the request of the DISTRICT, CONSULTANT shall substitute with a person acceptable to the DISTRICT.

6.7 TERMINATION:

- (a) The DISTRICT may terminate this Agreement or abandon any portion of the Project, with or without cause, upon written notice thereof to CONSULTANT. CONSULTANT may terminate its obligation to provide further services under this Agreement upon thirty (30) calendar days written notice only in the event of substantial failure by the DISTRICT to perform in accordance with the terms of this Agreement through no fault of the CONSULTANT.
- (b) In the event of termination of this Agreement, or abandonment of any portion of the Project by the DISTRICT, the DISTRICT shall be immediately given title to all original drawings and other documents developed for the Project, and the sole right and remedy of CONSULTANT shall be to receive payment for all amounts due and not previously paid to CONSULTANT for services completed or in progress in accordance with the Agreement prior to such date of termination. If termination occurs prior to completion of any task for which payment has not been made, the fee for services performed during such task shall be based on an amount mutually agreed to by the DISTRICT and CONSULTANT. Such payments available to the CONSULTANT under this paragraph shall not include costs related to lost profit associated with the expected completion of the work or other such payments relating to the benefit of this Agreement.

6.8 ATTORNEYS' FEES: In the event that either the DISTRICT or CONSULTANT brings an action or proceeding for damages for an alleged breach of any provision of this Agreement, to interpret this Agreement or determine the rights of and duties of either Party in relation thereto, the prevailing Party shall be entitled to recover as part of such action or proceeding all litigation, arbitration, mediation and collection expenses, including witness fees, court costs, and reasonable attorneys' fees. Such fees shall be determined by the Court in such litigation or in a separate action brought for that purpose. Mediation will be attempted if both Parties mutually agree before, during, or after any such action or proceeding has begun.

6.9 INDEMNITY:

- (a) CONSULTANT shall defend, indemnify and hold DISTRICT, including its directors, officers, employees and agents, harmless from and against any and all

claims, demands, causes of action, suits, debts, obligations, liabilities, losses, damages, costs, expenses, attorney's fees, awards, fines, settlements, judgments or losses of whatever nature, character, and description, to the extent that any or all such claims, demands, causes of action, suits, debts, obligations, liabilities, losses, damages, costs, expenses, attorney's fees, awards, fines, settlements, judgments or losses of whatever nature, character, and description, arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of CONSULTANT and/or any of CONSULTANT's subconsultants, including their respective directors, officers, employees, agents and assigns.

- (b) It is the intent of the Parties to this Agreement that the defense, indemnity and hold harmless obligation of CONSULTANT under this Agreement shall be as broad and inclusive as may be allowed under *California Civil Code* §§ 2778 through 2784.5, or other similar state or federal law.

6.10 SAFETY: CONSULTANT shall perform the work in full compliance with applicable State and Federal safety requirements including, but not limited to, Occupational Safety and Health Administration requirements.

- (a) CONSULTANT shall take all precautions necessary for the safety of, and prevention of damage to, property on or adjacent to the Project site, and for the safety of, and prevention of injury to, persons, including DISTRICT's employees, CONSULTANT's employees, and third persons. All work shall be performed entirely at CONSULTANT's risk. CONSULTANT shall comply with the insurance requirements set forth in Section 6.3 of this Agreement.
- (b) CONSULTANT shall also furnish the DISTRICT with a copy of any injury prevention program established for the CONSULTANT's employees pursuant to California Labor Code Section 6401.7, including any necessary documentation regarding implementation of the program. CONSULTANT hereby certifies that its employees have been trained in the program, and procedures are in place to train employees whenever new substances, processes, procedures, or equipment are introduced. CONSULTANT shall demonstrate compliance with California Labor Code Section 6401.7 by maintaining a copy of its Injury and Illness Prevention Plan at the Project site and making it available to the DISTRICT.

6.11 EXAMINATION OF RECORDS: All original drawings, specifications, reports, calculations, and other documents or electronic data developed by CONSULTANT for the Project shall be furnished to and become the property of the DISTRICT. CONSULTANT agrees that the DISTRICT will have access to and the right to examine any directly pertinent books, documents, papers, and records of any and all of the transactions relating to this Agreement.

6.12 OWNERSHIP OF SOFTWARE:

- (a) Subject to payment of all compensation due under this Agreement and all other terms and conditions herein, CONSULTANT hereby grants DISTRICT a nonexclusive, transferable, royalty-free license to use the Software furnished to DISTRICT by CONSULTANT under this Agreement. The license granted herein shall authorize DISTRICT to:

- (1) Install the Software on computer systems owned, leased or otherwise controlled by DISTRICT;
 - (2) Utilize the Software for its internal data-processing purposes; and
 - (3) Copy the Software and distribute as desired to exercise the rights granted herein.
- (b) CONSULTANT retains its entire right, title and interest in the Software developed under this Agreement. DISTRICT acknowledges that CONSULTANT owns or holds a license to use and sublicense various pre-existing development tools, routines, subroutines and other programs, data and materials that CONSULTANT may include in the Software developed under this Agreement. This material shall be referred to hereafter as “Background Technology.”
- (c) DISTRICT agrees that CONSULTANT shall retain any and all rights CONSULTANT may have in the Background Technology. CONSULTANT grants DISTRICT an unrestricted, nonexclusive, perpetual, fully paid-up worldwide license to use the Background Technology in the Software developed and delivered to DISTRICT under this Agreement, and all updates and revisions thereto. However, DISTRICT shall make no other commercial use of the Background Technology without CONSULTANT’s written consent.

6.13 INTEGRATION AND AMENDMENT: This Agreement contains the entire understanding between the DISTRICT and CONSULTANT as to those matters contained herein. No other representations, covenants, undertakings or other prior or contemporaneous agreements, oral or written, respecting those matters, which are not specifically incorporated herein, may be deemed in any way to exist or to bind any of the Parties hereto. Each Party acknowledges that it has not executed this Agreement in reliance on any promise, representation or warranty not set forth herein. This Agreement may not be amended except by a writing signed by all Parties hereto.

6.14 ASSIGNMENT: Neither Party shall assign or transfer its interest in this Agreement without written consent of the other Party. All terms, conditions, and provisions of this Agreement shall inure to and shall bind each of the Parties hereto, and each of their respective heirs, executors, administrators, successors, and assigns.

6.15 GOVERNING LAW: This Agreement shall be construed as if it was jointly prepared by both Parties hereto, and any uncertainty or ambiguity contained herein shall not be interpreted against the Party drafting same. In the event of a conflict between the provisions of this Agreement and the Scope of Work, the provisions of this Agreement shall control. This Agreement shall be enforced and governed by the laws of the State of California. If any action is brought to interpret or enforce any term of this Agreement, the action shall be brought in a state court situated in the County of San Bernardino, State of California, or in a federal court with jurisdiction in the County of San Bernardino, State of California.

6.16 HEADINGS: Article and Section headings in this Agreement are for convenience only and are not intended to be used in interpreting or construing the terms, covenants, and conditions of this Agreement.

6.17 PARTIAL INVALIDITY: If any term, covenant, condition, or provision of this Agreement is found by a court of competent jurisdiction to be invalid, void, or unenforceable, the remainder of the provisions hereof shall remain in full force and effect, and shall in no way be affected, impaired, or invalidated thereby.

6.18 EFFECT OF DISTRICT'S WAIVER: Any failure by the DISTRICT to enforce any provision of this Agreement, or any waiver thereof by the DISTRICT, shall not constitute a waiver of its right to enforce subsequent violations of the same or any other terms or conditions herein.

6.19 AUTHORITY: The individuals executing this Agreement represent and warrant that they have the legal capacity and authority to sign this Agreement on behalf of and to so bind their respective legal entities.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the date first written above.

CONSULTANT

DISTRICT

By: _____
[Name, Title]
[Name of Entity]

By: _____
Donald J. Bartz, General Manager
Phelan Pinon Hills Community Services District

EXHIBIT A

SCOPE OF WORK

EXHIBIT B

FEDERAL FUNDING REQUIREMENTS FOR THE CONSTRUCTION OF THE CIVIC CENTER DEVELOPMENT PHASE I PROJECT

THIS Exhibit B is hereby incorporated into the AGREEMENT, made and entered into this ____ day of _____, 2025, by and between the District and [CONSULTANT]. Consultant shall comply with applicable provisions and requirements of the funding agencies providing funding for this Project. The Project Grantor(s) require Owner and Owner's consultants, contractors and its subcontractors to comply with applicable federal requirements included in this Exhibit B.

1. EQUAL EMPLOYMENT OPPORTUNITY

During the performance of this contract, the contractor agrees as follows:

- (1) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following:
Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.
- (2) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.
- (3) The contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the [contractor's](#) legal duty to furnish information.
- (4) The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

- (5) The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
- (6) The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
- (7) In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
- (8) The contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance:
Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

2. DAVIS-BACON ACT

Compliance with the Davis-Bacon Act.

- a. All transactions regarding this contract shall be done in compliance with the Davis-Bacon Act (40 U.S.C. 3141- 3144, and 3146-3148) and the requirements of 29 C.F.R. pt. 5 as may be applicable. The contractor shall comply with 40 U.S.C. 3141-3144, and 3146-3148 and the requirements of 29 C.F.R. pt. 5 as applicable.
- b. Contractors are required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor.
- c. Additionally, contractors are required to pay wages not less than once a week.

3. COPELAND ANTI-KICKBACK ACT

Compliance with the Copeland "Anti-Kickback" Act.

- a. Contractor. The contractor shall comply with 18 U.S.C. § 874, 40 U.S.C. § 3145, and the requirements of 29 C.F.R. pt. 3 as may be applicable, which are incorporated by reference into this contract.
- b. Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clause above and such other clauses as DHS may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all of these contract clauses.
- c. Breach. A breach of the contract clauses above may be grounds for termination of the contract, and for debarment as a contractor and subcontractor as provided in 29 C.F.R. § 5.12.

4. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT

Compliance with the Contract Work Hours and Safety Standards Act.

- (1) Overtime requirements.** No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.
- (2) Violation; liability for unpaid wages; liquidated damages.** In the event of any violation of the clause set forth in paragraph (1) of this section, the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1) of this section, in the sum of \$27 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1) of this section.
- (3) Withholding for unpaid wages and liquidated damages.** The Owner shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2) of this section.

- (4) *Subcontracts.* The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraphs (1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (1) through (4) of this section.

5. CLEAN AIR ACT AND THE FEDERAL WATER POLLUTION CONTROL ACT

Clean Air Act

1. The contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq.
2. The contractor agrees to report each violation to the Owner and understands and agrees that the Owner will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.
3. The contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by DHS.

Federal Water Pollution Control Act

1. The contractor agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq.
2. The contractor agrees to report each violation to the Owner and understands and agrees that the Owner will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.
3. The contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by DHS.

6. DEBARMENT AND SUSPENSION

Suspension and Debarment

1. This contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such, the contractor is required to verify that none of the contractor's principals (defined at 2 C.F.R. § 180.995) or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).
2. The contractor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.

3. This certification is a material representation of fact relied upon by Owner. If it is later determined that the contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to the Owner, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.
4. The bidder or proposer agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

7. BYRD ANTI-LOBBYING AMENDMENT

Byrd Anti-Lobbying Amendment, 31 U.S.C. § 1352 (as amended)

Contractors who apply or bid for an award of \$100,000 or more shall file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, officer or employee of Congress, or an employee of a Member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient who in turn will forward the certification(s) to the awarding agency.

If applicable, contractors must sign and submit to the non-federal entity the following certification:

APPENDIX A, 44 C.F.R. PART 18 – CERTIFICATION REGARDING LOBBYING

Certification for Contracts, Grants, Loans, and Cooperative Agreements

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

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

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.

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

Signature of Contractor's Authorized Official

Name and Title of Contractor's Authorized Official

Date

8. PROCUREMENT OF RECOVERED MATERIALS

- i. In the performance of this contract, the Contractor shall make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired—
 1. Competitively within a timeframe providing for compliance with the contract performance schedule;
 2. Meeting contract performance requirements; or
 3. At a reasonable price.
- ii. Information about this requirement, along with the list of EPA-designated items, is available at EPA's Comprehensive Procurement Guidelines web site, <https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program>.
- iii. The Contractor also agrees to comply with all other applicable requirements of Section 6002 of the Solid Waste Disposal Act.

9. ACCESS TO RECORDS

Access to Records. The following access to records requirements apply to this contract:

- (1) The Contractor agrees to provide the Owner, the DHS Administrator, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of the Contractor which are directly pertinent to this

contract for the purposes of making audits, examinations, excerpts, and transcriptions.

- (2) The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.
- (3) The Contractor agrees to provide the DHS Administrator, or his or her authorized representatives, access to construction or other work sites pertaining to the work being completed under the contract.
- (4) In compliance with the Disaster Recovery Act of 2018, the Owner and the Contractor acknowledge and agree that no language in this contract is intended to prohibit audits or internal reviews by the DHS Administrator or the Comptroller General of the United States.

10. DHS SEAL, LOGO, AND FLAGS

The Contractor shall not use the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific DHS pre-approval.

11. COMPLIANCE WITH FEDERAL LAW, REGULATIONS, AND EXECUTIVE ORDERS

This is an acknowledgement that DHS financial assistance will be used to fund all or a portion of the contract. The contractor will comply with all applicable Federal law, regulations, executive orders, DHS policies, procedures, and directives.

12. NO OBLIGATION BY FEDERAL GOVERNMENT

The Federal Government is not a party to this contract and is not subject to any obligations or liabilities to the non-Federal entity, contractor, or any other party pertaining to any matter resulting from the contract.

13. PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS OR RELATED ACTS

The Contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the Contractor's actions pertaining to this contract.

14. DRUG FREE WORKPLACE

Comply with drug-free workplace requirements in Subpart B (or Subpart C, if the recipient is an individual) of 2 C.F.R. Part 3001, which adopts the Government-wide implementation (2 C.F.R. Part 182) of Sec. 5152-5158 of the Drug-Free Workplace Act of 1988 (41 U.S.C. §§ 8101-8106). Refer to Proposal Forms for the certification form that must be submitted with the Bid.

15. FALSE CLAIMS ACT AND PROGRAM FRAUD CIVIL REMEDIES

Contractor shall comply with the requirements of the False Claims Act, 31 U.S.C. §§3729-3733, which prohibits the submission of false or fraudulent claims for payment to the Federal Government. (See 31 U.S.C. §§ 3801-3812, which details the administrative remedies for false claims and statements made.).

16. PROCUREMENT OF RECOVERED MATERIALS

Comply with Section 6002 of the Solid Waste Disposal Act, Pub. L. 89-272 (1965), (codified as amended by the Resource Conservation and Recovery Act, 42 U.S.C. § 6962.). The

requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 C.F.R. Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition. Contractor shall provide each material and equipment submittal with information demonstrating compliance with this Act to the extent feasible, and/or stating exemption thereof.

17. TERRORIST FINANCING

comply with E.O. 13224 and U.S. laws that prohibit transactions with, and the provisions of resources and support to, individuals and organizations associated with terrorism. Recipients are legally responsible to ensure compliance with the Order and laws.

18. TRAFFICKING VICTIMS PROTECTION ACT

Comply with the requirements of the government-wide financial assistance award term which implements Section 106 (g) of the Trafficking Victims Protection Act of 2000 (TVPA), codified as amended at 22 U.S.C. § 7104. The award term is located at 2 C.F.R. § 175.15, the full text of which is incorporated here by reference.

Agenda Item 6d

Notice of Resignation of District's General Counsel and Discussion & Possible Action Regarding Appointment of New General Counsel

BRUNICK, MCELHANEY & KENNEDY

PROFESSIONAL LAW CORPORATION

1839 COMMERCENTER WEST

SAN BERNARDINO, CALIFORNIA 92408

TELEPHONE: (909) 889-8301

FAX: (909) 388-1889

MAILING ADDRESS:

POST OFFICE BOX 13130

SAN BERNARDINO, CALIFORNIA 92423-3130

WILLIAM J. BRUNICK
LELAND P. MCELHANEY
STEVEN M. KENNEDY

February 20, 2025

TO: Board of Directors
PHELAN PINON HILLS COMMUNITY SERVICES DISTRICT

FROM: Steven M. Kennedy, General Counsel

RE: Notice of Resignation

The purpose of this memorandum is to formally advise the Board that I notified President Kujawa and General Manager Bartz both by telephone and by e-mail on February 19, 2025, that this law firm has terminated its representation of the District following the regular Board meeting of February 26, 2025.

Thank you for the opportunity to serve the District as General Counsel for the entirety of the District's 17-year existence. I am very grateful to have been a small part of the District's legacy as reflected in the successful formation of other independent special districts out of whole cloth from San Bernardino County service areas.

I will be glad to coordinate with General Manager Bartz and the Board on all of the appropriate succession protocols necessary to ensure an orderly transition to new General Counsel and protect the District from any gap in legal representation.

cc: Donald J. Bartz, General Manager

Agenda Item 6e

Update on District Projects



A. 4176 Warbler Road
P.O. Box 294049
Phelan, CA 92329
P. (760) 868-1212
F. (760) 868-2323
W. www.pphcsd.org

MEMORANDUM

DATE: February 26, 2025
TO: Board of Directors
FROM: Don Bartz, General Manager
By: Aimee Williams, Asst. Board Clerk/Administrative Specialist
SUBJECT: Update on District Projects

STAFF RECOMMENDATION

None

BACKGROUND

Staff will update the Board on the current PPHCSD Projects.

FISCAL IMPACT

None

ATTACHMENT(S)

Park Expansion Costs
Park Enhancement Costs
Park Enhancement Project Timeline
Civic Center Project Timeline
Civic Center/Emergency Operation Center Costs

Phelan Park Expansion Costs*				
Vendor Name	Services Provided	Total Expended	Total Outstanding	Comments
Brunick, McElhane & Kennedy	Legal Services	\$ 1,893.75		
DUKE Cultural Resources Management, LLC	Future Phelan Park-Cultural/Paleontological Study	\$ 3,896.82		
KTU&A Planning & Landcape Architecture	Phelan Park Expansion - Planning Services	\$ 343,266.25		
Lilburn Corp.	Environmental	\$ 59,000.00		
Randall C. Arnold Jr	Biological/Joshua Tree ITP	\$ 31,650.00		
Red Brick Consulting Engineers & Architects	Civic Center - Partial Phase 2 WQMP	\$ 6,500.00		
Steen Design Studio, Inc	Required Fees/Master Plan/Perc Test	\$ 112,614.08		
TRLS Engineering, Inc	Parcel Merge	\$ 3,700.00		
Wallace Group, a California Corporation	65% Design Services	\$ 35,851.55	\$ 399,959.45	Some sub-contractors are billed under Wallace Group
		Total	\$ 598,372.45	\$ 399,959.45

*Through 1/31/25

Phelan Park Enhancement Costs*				
Vendor Name	Services Provided	Total Expended	Total Outstanding	Comments
Wallace Group, a California Corporation	Design/Plans/Studies	\$ 90,159.95	\$ 13,827.05	Some sub-contractors are billed under Wallace Group. Previous outstanding amount did not include entire approved amount for design, just fees and topographic survey.
Wallace Group, a California Corporation	Topographic Study	\$ -	\$ 12,095.00	
TRLS	Parking Lot Design	\$ 17,047.46	\$ -	Some fees included
	Total	\$ 107,207.41	\$ 25,922.05	

**Through 1/31/2025*

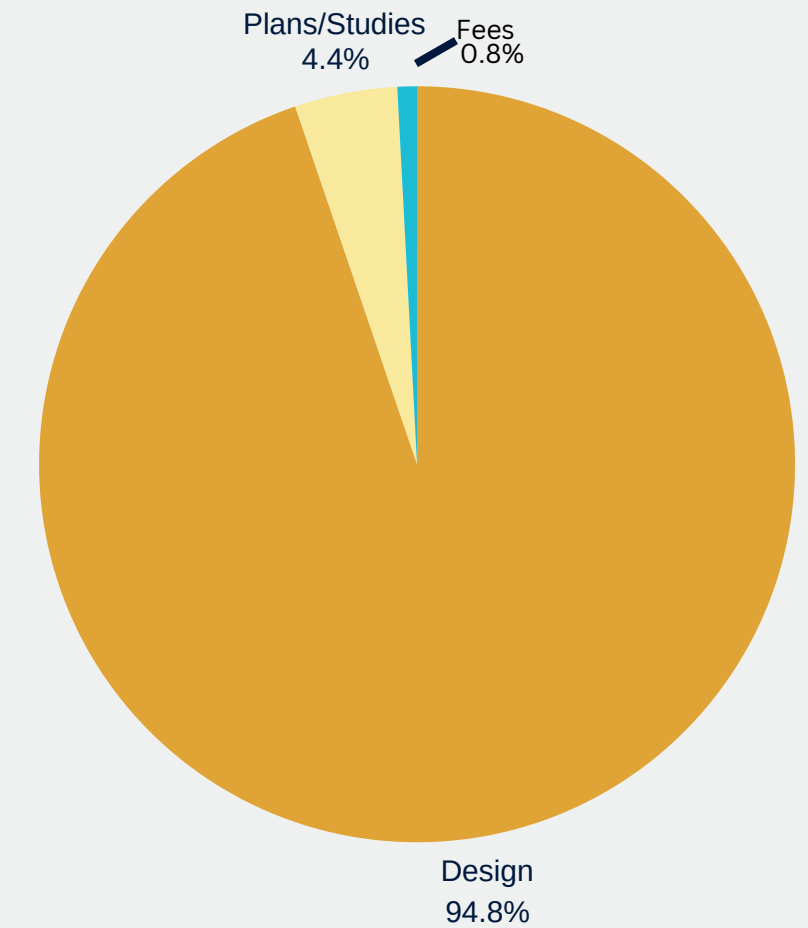
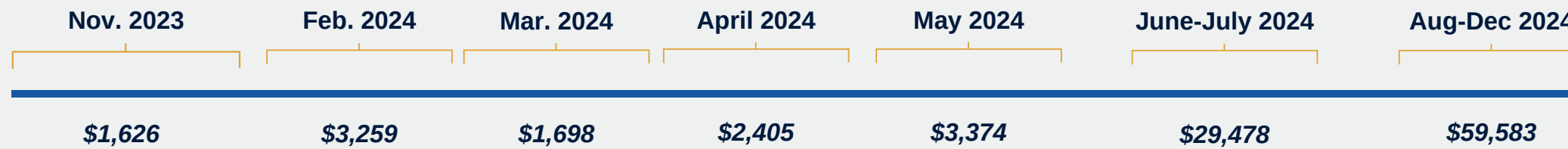
Park Enhancement Project (ARPA & Per Capita Grant)

Grant Amount: \$457,194 (ARPA) + \$179,297 (Per Capita)

Funding Source: ARPA, Per Capita Grant, District Funds

Estimated Completion Date: December 2025

Project Expenditure Breakdown (through 12/31/24)

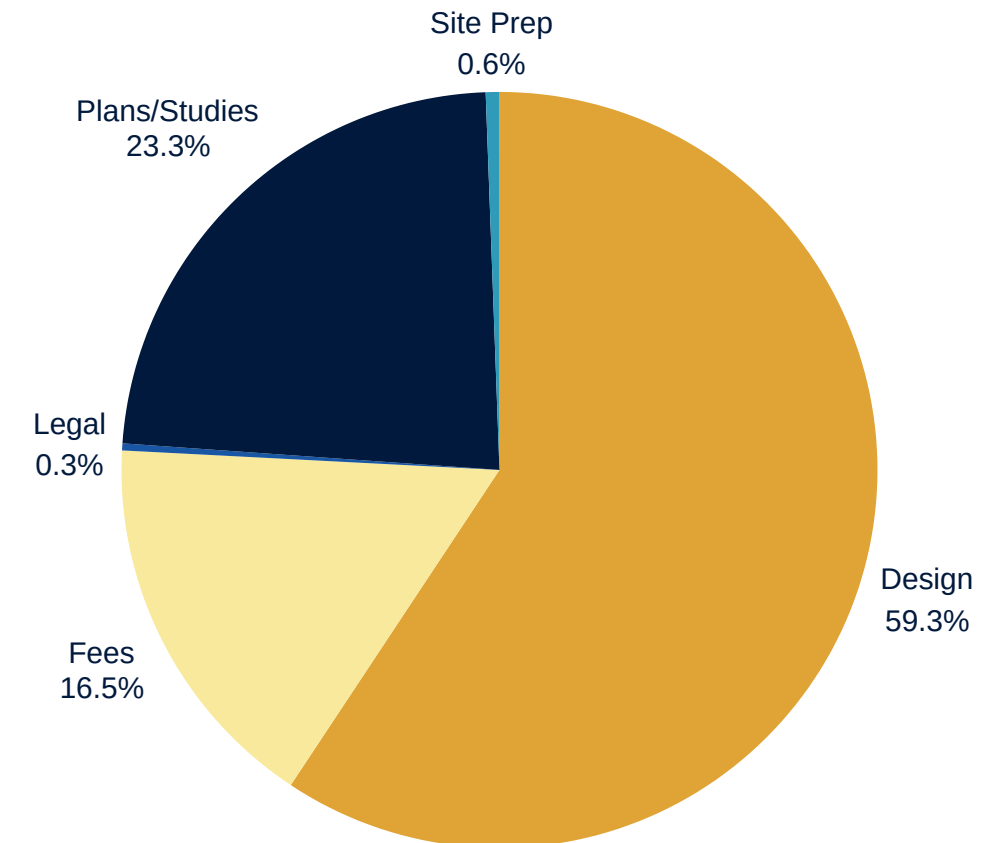
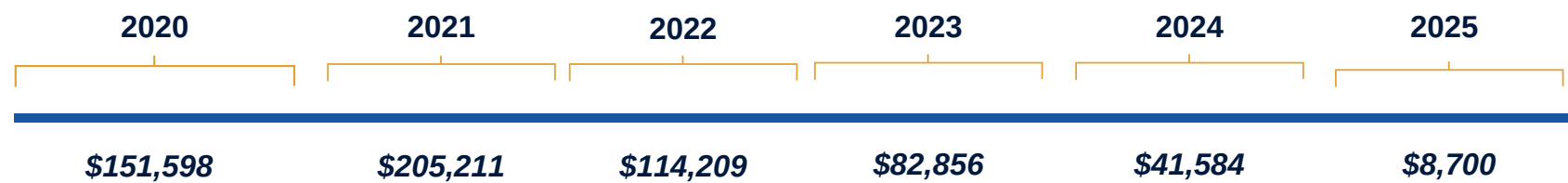


Park Expansion Project

Funding Source: District Funds, Possible Future Grants

Estimated Completion Date: TBD

Project Expenditure Breakdown (through 1/31/25)



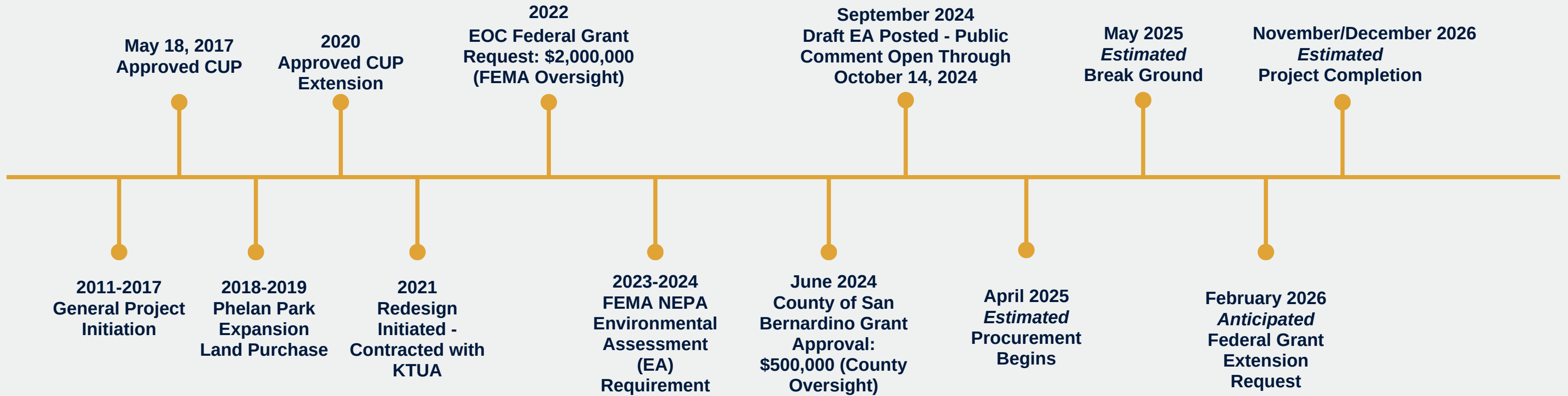
Civic Center Project

Funding Sources: Federal Grant, County Grant, District Funds

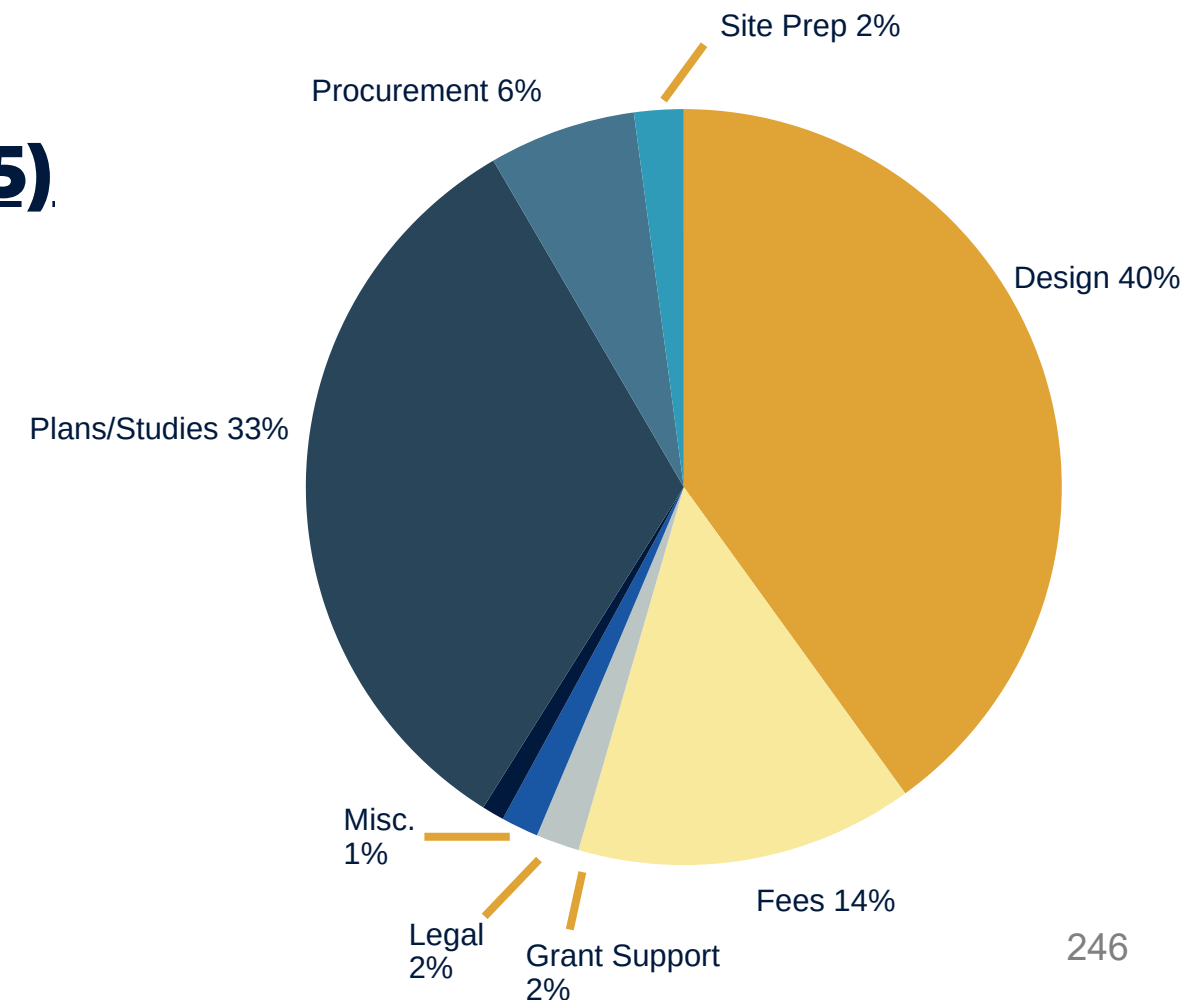
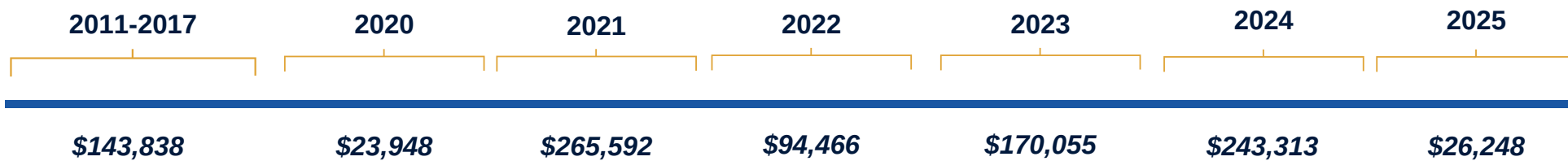
Grants Total: \$2,500,000

Estimated Completion Date: December 2026

Timeline



Project Expenditure Breakdown (through 1/31/2025)



Civic Center/Emergency Operations Center Costs*				
Vendor Name	Services Provided	Total Expended	Total Outstanding	Comments
ALR Engineering & Testing	Proposed Admin Building - modified WQMP	\$ 2,000.00		
Archaeological Information Center	Historical Record Search/APN: 3066-261-10	\$ 151.95		
Brunick, McElhaney & Kennedy	Legal Record	\$ 15,542.50		
California Department of Fish and Wildlife	FEES - Fees/License	\$ 2,216.25		
County of San Bernardino	FEES - Fees/License	\$ 57,113.01		
CR&R Incorporated	Disposal Fee for Clean Up on Future Admin Site	\$ 644.26		
David Evans and Associates, Inc.	Civic Center Street Improvements Traffic Study	\$ 29,613.46		
Debbie L. Van Dam	Easement Purchase APN:3066-251-06	\$ 10,000.00		
Design West Engineering, Inc.	Civic Center - SCE Service Upgrade Coordination	\$ 12,075.00		
DUKE Cultural Resources Management, LLC	Civic Center-Cultural/Paleontological Study	\$ 4,776.30		
Gary Van Dam	Easement Purchase APN:3066-251-05	\$ 7,875.00		
Hall & Foreman Inc	Traffic Engineering Report/Admin Property	\$ 6,770.82		
Inland Signs, Inc.	Project Signage	\$ 9,231.48		
KTU&A Planning & Landcape Architecture	Civic Center Landscape-Hardscape Const. Docs	\$ 24,650.00		
Lilburn Corp.	CEQA/NEPA	\$ 33,710.75	\$ 30,062.50	
Merrell-Johnson Engineering Inc	Geotechnical/Infiltration Study	\$ 15,111.00		
Orange Coast Title Company	Preliminary Title Report/APN: 3066-261-10	\$ 400.00		
Pacific Fire Engineering	Fire Sprinkler Design	\$ 8,500.00		
Paul A. Penardi	Acoustical Analysis/Admin Property	\$ 860.00		
Plannet, LLC	Civic Center Building - A/V design/Technology Design	\$ 24,991.00		
Randall C. Arnold Jr	Biological Report/APN: 3066-261-10	\$ 5,325.00		
Red Brick Consulting Engineers & Architects	Research LOMR & Site Plan, WQMP, FEMA Compliance	\$ 12,345.00		
Richtig Inc.	Civic Center - Topographic/Boundary/RS	\$ 11,495.00		
Rider Levett Bucknall, LTD	Cost Estimate, RFQ/RFP	\$ 28,000.00		
Steen Design Studio, Inc	Architctual Services/Project Fees	\$ 376,034.65	\$ 1,335.70	A lot of the cost incorporates required fees.
TRLS Engineering, Inc	Lot merger, grading plan, geotechnical, revision to CUP	\$ 186,278.00	\$ 23,460.00	
Wallace Group, a California Corporation	Specs review, bid docs, grant assistance, landscape design services	\$ 73,435.00	\$ 16,142.50	
Miscellaneous	Varied	\$ 1,203.58		
	Total	\$ 960,349.01	\$ 71,000.70	

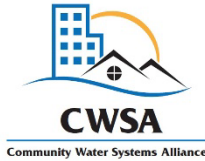
*2011 - 1/31/2025

Agenda Item 7

Committee Reports/Comments

Agenda Item 8

Staff & General Manager's Report



January 30, 2025

DELIVERED VIA EMAIL: fgc@fgc.ca.gov

California Fish and Game Commission and
Charlton Bonham, Director
Department. of Fish and Wildlife
P.O. Box 944209
Sacramento, CA 94244-2090

Subject: Western Joshua Tree Conservation Plan (Plan) Comments

Honorable Commissioners and Director Bonham:

We respectfully submit the following comments for consideration on the Western Joshua Tree Conservation Plan draft¹² (the “Plan”).

First, we acknowledge the need to protect the western Joshua tree (WJT) species and want to give credit to the Town of Yucca Valley and the County of San Bernardino for their Native Plant Ordinances that had placed protections on the WJT since the early 1990s. Statewide protection is welcome and must balance the species' long-term survival while supporting community infrastructure, public safety, and housing needs for the disadvantaged (and severely disadvantaged) communities that live in harmony with the trees. As documented in the CA Department of Fish and Wildlife’s March 2022 WJT Status Report³, the western Joshua tree exists today in large quantities. It occupies a large area of the desert foothills of San Bernardino, Los Angeles County, and Kern Counties in the Mojave Desert, beginning in the north in the Owen’s Valley, throughout the Tehachapi’s, through Palmdale, Lancaster, Victor Valley, Yucca Valley, Joshua Tree and into the Joshua Tree National Park, its namesake.

¹ [WJTCP_Vol 1_compressed \(1\).pdf](#)

² [WJTCP_Vol 2_compressed.pdf](#)

³ [19.2_Status_Review_WJT_041222_acsbl.pdf](#)

Before the Commission acts to finalize this regulation, we invite the Commissioners to visit our communities where the western Joshua tree has been protected and is prolific in the built environment (such areas include Yucca Valley, San Bernardino County, Hesperia, and Apple Valley, etc.).

The following is taken directly from the **Western Joshua Tree Conservation Act (Act)**, with emphasis added.

(Chapter 11.5 (commencing with Section 1927) as added to Division 2 of the Fish and Game Code:

Section 1927.3 (a) The WJTCA allows by permit the taking of a western Joshua tree if all of the following conditions are met:

- i. The permittee submits to the department for its approval a **census of all western Joshua trees on the project site** including size information and photographs, that categorize the western Joshua trees according to the following size classes:
 1. *Less than one meter in height.*
 2. *One meter or greater but less than five meters in height.*
 3. *Five meters or greater in height.**
- ii. The permittee **avoids and minimizes** impacts to, and the taking of, the western Joshua tree to the maximum extent practicable. Minimization may include trimming, encroachment on root systems, relocation, or other actions that result in detrimental but nonlethal impacts to a western Joshua tree.*
- iii. The permittee **mitigates all impacts** to and taking of, the western Joshua tree. The measures required to meet this obligation shall be roughly proportional in extent to the impact of the authorized taking of the species. When various measures are available to meet this obligation, the measures required shall maintain the permittee's objectives to the greatest extent possible. All required measures shall be capable of successful implementation. The permittee shall ensure adequate funding to implement the mitigation measures. **In lieu of completing the mitigation obligation on its own, the permittee may elect to satisfy this mitigation obligation by paying fees, pursuant to the fee schedule in subdivision (d) or (e), for deposit into the fund.***

The Plan includes onerous provisions that, among other things, have the potential to endanger public safety and inhibit necessary infrastructure projects. The following is a summary of improvements to the Plan that should be made, followed by further explanation:

- 1. LIMIT THE DEFINITION OF "TAKE" TO ACTUAL LETHAL IMPACT TO THE WESTERN JOSHUA TREE AS SUPPORTED BY STATUTE**
- 2. CENSUS SHOULD BE LIMITED TO PROJECT SITE AS STATED IN THE ACT, AND THE "AVOIDANCE BUFFER" SHOULD BE ELIMINATED**
- 3. SIMPLIFY AND EXEMPT CENSUS REQUIREMENTS FOR SPECIAL CIRCUMSTANCES**
- 4. CHARGE FEES ONLY IN-LIEU OF, NOT IN ADDITION TO, MITIGATION AS THE ACT INTENDED**

5. **PROVIDE EXEMPTIONS AND EXPEDITED PERMITS FOR PUBLIC WORKS PROJECTS IN STREETS AND PUBLIC RIGHTS OF WAY, WHICH ARE ALREADY DISTURBED**
6. **PROVIDE EXEMPTIONS FOR WILDFIRE MITIGATION PROJECTS**
7. **PROVIDE AUTHORITY AND PRIORITY TO LOCAL AGENCIES FOR LAND USE DECISIONS AND LIMITED PERMITTING**
8. **SET CLEAR GOALS ON WHAT SUCCESSFUL CONSERVATION OF THE WJT LOOKS LIKE**
9. **ALLOW LOCAL SEEDING HARVESTING, SEED BANKS, AND ASSISTED MIGRATION OF WJT**
10. **STUDY AND DOCUMENT THE SOCIO-ECONOMIC IMPACTS AND ENVIRONMENTAL JUSTICE IMPACTS OF THE PLAN**
11. **INCREASE PUBLIC ACCESS AND TRANSPARENCY OF DATA**
12. **EXTEND TIME FOR PUBLIC COMMENTS TO AT LEAST FEBRUARY 28**

Detailed comments and concerns:

1. **LIMIT THE DEFINITION OF “TAKE” TO ACTUAL LETHAL IMPACT TO THE WESTERN JOSHUA TREE AS SUPPORTED BY STATUTE**
 - a. In the Plan (page 1-5) it defines “take” by citing Fish and Game Code Section 86 to mean “hunt, pursue, catch, capture, or kill, or attempt to hunt, pursue, catch, capture, or kill.” This dates back to 1957 when the purpose of the California Fish and Game Commission (Commission) was limited to animals or fish. This definition seems to apply to a person with a gun or fishing pole trying to hunt or catch an animal or fish. The application of this definition to plants can be misinterpreted. Plants are very different than animals and have different life cycles and should be treated differently.
 - b. The “take” of a tree or plant should be limited to the actual lethal result of the action. Relocation or avoidance of a plant should be treated as mitigation, not a “take”.
 - c. The Act (Section 1927.3(a)ii clearly identifies avoidance to the maximum extent “practicable”, as *trimming, encroaching on roots, relocation, and other actions that result in detrimental but nonlethal impacts of the WJT are practicable* examples. The Plan contradicts this with the treatment of avoidance as a “take” and then expands the potential avoidance area to the larger buffer area beyond the project site.
2. **CENSUS SHOULD BE LIMITED TO PROJECT SITE AS STATED IN THE ACT, AND THE “AVOIDANCE BUFFER” SHOULD BE ELIMINATED**
 - a. The Act requires a census of the WJT on the “Project Site”, but the Plan calls for a census of a larger “Avoidance Buffer” of 25-186 feet from the project. This expansion, beyond the statutory requirement, is not supported by scientific evidence that the larger area adds any further protection to the WJT.
 - b. The WJT survival and status in the built environment is evidence it does not require Avoidance Buffers to survive. They can survive in curbside planters surrounded by asphalt and concrete.
 - c. The Avoidance Buffer requires census on private property and potential public lands off Project Sites where the census-taker has no jurisdiction, easement, or property rights.
 - d. The Plan defines the “Avoidance Buffer” as up to 186 feet from a tall tree. This would essentially make all ground-disturbing activities anywhere in bubbled areas identified on the maps, subject to a census and can be interpreted as a “take” even if there are no

- trees on the Project Site. The census of this additional area is costly and time-consuming, will cause delays, make some projects not viable, and will not have any measurable benefit to the protection of the species.
- e. The Commission should reject the use of the seed distribution zone as the “Avoidance Buffer” as this is not a “take” or lethal impact to the WJT.
 - f. This “Avoidance Buffer” could jeopardize the viability of wildfire mitigation, and critical housing and infrastructure projects.
 - g. The proposed “Avoidance Buffer” should be rejected by the Commission as it is well outside the root zone.
 - i. The workshops⁴ held by the Dept of Fish and Wildlife describe the root zone as the smaller ring 5 feet or less, and they also state the roots will regrow and can be severed without harming the tree. Even the current use of 25-50 feet beyond the “Project Site” is not warranted and beyond what is practicable.
 - ii. There are hundreds if not thousands of documented successful transplants using a tree spade with a radius of 5ft or less, where roots recover.
 - iii. Native plant experts, botanists, and arborists have documented that a western Joshua tree can survive even if roots are severed.
 - iv. Transplanting guidance in the appendix of the Plan calls for severing roots and bare-root transplanting. There is evidence of this throughout the built environment of the hardy nature of the WJT and its survival with ground disturbance next to and around it. The WJT is thriving in the built environment and one yard can have dozens of trees.
 - v. Native Americans harvest roots of the WJT for rope and basket weaving without harming the tree. The roots recover as is stated in the Plan.

3. SIMPLIFY AND EXEMPT CENSUS REQUIREMENTS FOR SPECIAL CIRCUMSTANCES

- a. The need for a census to count and classify the WJT is understandable for a take permit, but it is important to simplify the methods allowed and list when a full census is not required (i.e. no trees on the property, wildfire mitigation, sewer connection, projects in streets, etc.).
- b. Census requirements should be flexible, while effective. Reporting and compliance should be simple to avoid unnecessary costs and delays to projects.
- c. For larger projects allow video and artificial intelligence (AI) and advanced survey options to document, classify, and survey trees on the project site. Allow lidar surveys, aerial photography, and the use of Google mapping and images for documentation.
- d. For existing homes and businesses, the Commission should allow for the use of Google Maps Street View images for documentation to show no take is anticipated by work in the front yards of homes and businesses visible from the street. (i.e. sewer connections, water line replacements, and other in-fill ground disturbing permits)
- e. The Commission should also allow the use of dated photographs to show before and after WJTs on a Project site to avoid unnecessary costs of a full census.
- f. Exempt critical water and fire mitigation projects.
- g. Exempt private property sewer connections, which provide environmental and public health benefits, from fees and census.

⁴ [Western Joshua Tree Conservation Plan](#)

4. CHARGE FEES IN-LIEU OF, NOT IN ADDITION TO, MITIGATION AS THE ACT INTENDED

- a. The Act calls for optional “fees” for projects to pay instead of mitigation. In lieu of completing the mitigation obligation on its own, the permittee may elect to satisfy this mitigation obligation by paying fees, pursuant to the fee schedule in subdivision (d) or (e), for deposit into the fund.
- b. The fee(s) should not be charged by the Department unless there is an actual lethal “take” of a tree and the project proponent elects to not implement other mitigation efforts. It is clear in the Act that a fee should not be charged on top of mitigation efforts and allowable avoidance.
- c. If a “take” in-lieu fee is paid on a tree that still lives, the fee should not be charged twice for the same trees later, resulting in the double or triple collection of fees for the same tree. To avoid this, fees should not be collected on trees that are still living.

5. PROVIDE EXEMPTIONS AND EXPEDITED PERMITS FOR PUBLIC WORKS PROJECTS IN STREETS AND PUBLIC RIGHTS OF WAY, WHICH ARE ALREADY DISTURBED

- a. Cities and counties have the authority to issue encroachment permits in connection with a utility’s activities in public rights-of-way. The Commission should grant authority to such counties and local municipalities to include in such encroachment permits an incidental take for public works projects in existing streets. If a take is anticipated, the local jurisdiction could oversee the mitigation and not require the in-lieu fee unless the utility proponent elects to pay the fee-in-lieu of mitigation, as provided for in the Act.
- b. Although not specified in the Act, the CDFW is requiring public works projects in streets to survey 50+ feet from the street even when no impact or take is anticipated. The Plan would expand this survey to 186 feet. This is unreasonable and could halt or make many public works projects, including street and utility maintenance, infeasible due to added costs and time delays.
- c. The FACT SHEET developed and published by The Center for Biological Diversity’s Proposed Trailer Bill Legislation for the Western Joshua Tree Conservation Act cites the benefit of the Act to include striking a balance between housing needs, public works projects, and climate change (i.e. wildfire, climate adaptation). Improvements to the Plan are needed to ensure that balance is, in fact, struck. Western-Joshua-Tree-Conservation-Act_Fact-Sheet.pdf⁵
- d. Public agencies and utilities are vested in communities long-term, unlike private developers that the Act was largely directed towards. Public agencies and utilities work on an ongoing basis in the communities. Therefore, allowances for longer-term self-mitigation and monitoring of the environment should be granted without undue burden. Public employees and utility workers are often also the local experts and partners needed to help protect the WJT.

⁵ https://www.biologicaldiversity.org/species/plants/Joshua-tree/pdfs/Western-Joshua-Tree-Conservation-Act_Fact-Sheet.pdf

6. PROVIDE EXEMPTIONS FOR WILDFIRE MITIGATION PROJECTS

- a. Since wildfire is listed as a threat to the WJT the Commission prioritized exemptions to protect the public and the adjacent wilderness areas as is necessary for Public Safety and the long-term protection of the WJT.
- b. Local land use agencies, counties, and fire protection districts should be given authority to issue permits and exempt fees, without liability for wildfire mitigation projects and vegetation management.
- c. The Commission should provide permit and fee exemptions for fire breaks, defensible space, water systems, fire hydrant maintenance, etc.
- d. The Commission should grant permit and fee exemptions for private property work to provide defensible space to clear around homes and buildings to protect the public.

7. PROVIDE AUTHORITY AND PRIORITY TO LOCAL AGENCIES FOR LAND USE DECISIONS AND LIMITED PERMITTING

- a. The Commission should grant counties and local agencies authority to issue ground disturbing permits for existing homes and businesses to install sewer connections, water line replacements, underground utility work, accessory dwelling units, etc.
- b. Local land use authorities should be given authority to manage the permitting and development within their jurisdictions to determine what areas are best suited for development and conservation based on their General Plans.
- c. Local land use authorities should be protected from liability when they follow their General Plan, implement WJT mitigation, and issue permits for development in areas prioritized for housing, infrastructure, and other development.
- d. Local land use authorities should retain their position as the lead agency for the California Environmental Quality Act (CEQA) compliance for development projects in their jurisdictions as identified in their General Plans. Local and regional land use authorities are best suited to act as the lead agency and offer a local open and public participation option. They are best positioned to manage local land use decisions within their jurisdiction while serving as boots-on-the-ground protections for the WJT.
- e. Local agencies are the best partners for the WJT protection and implementation of conservation measures.
- f. While Statewide conservation efforts can help, local WJT conservation efforts have been successful and should be encouraged, without the fear of liability. Local WJT conservation efforts can include the following:
 - i. WJT availability as a landscaping plant
 - ii. Local adoption programs
 - iii. Local seed availability is critical to the success and reproduction of the WJT species. Limiting seed distribution will harm the reproduction of the species.
 - iv. Public education about native plant landscaping and water conservation.
 - v. Continued investment in purchasing land for conservation and mitigation lands as identified and managed locally.
 - vi. Funds should be provided to local cities and counties to help protect the WJT.

8. SET CLEAR GOALS ON WHAT SUCCESSFUL CONSERVATION OF THE WJT LOOKS LIKE

- a. The Plan should clearly state the estimated number of WJTs in existence today to establish a baseline for measurement of the Plan's outcome. This can be done with advanced survey technology and artificial intelligence.
- b. The Commission should preserve and build on past efforts to conserve the desert ecosystems as developed in the Desert Conservation Act, National Park designations, Desert Renewable Energy Conservation Plan (DRECP), Desert Native Plant Act and the vast open spaces and intact ecosystems.
- c. The Plan should set quantifiable goals on what successful conservation of the WJT looks like and define what quantity and distribution of trees is necessary to preserve the species.
 - i. Establish what is acceptable habitat loss.
 - ii. Establish priority conservation lands.
 - iii. Establish what private land is meant for development.
 - iv. Identify and honor the local land use priorities of existing General Plans and zoning designations.

9. ALLOW LOCAL SEEDING, HARVESTING, SEED BANKS, AND ASSISTED MIGRATION OF WJT

- a. Allow for the use of the WJT in local landscaping without long-term liability to the property owners. Provide private property owner protection for maintaining yards and landscaping that is fire-safe and water-wise.
- b. Allow homeowners to collect seeds and participate in local seed banking programs led by approved community-based organizations, local land use agencies, and special districts.
- c. Promote the WJT in urban landscaping along with other native plant gardens.
- d. Avoid penalizing existing property owners who have long protected the trees on their properties and in many cases transplanted and grew WJT as part of their landscape.
- e. In addition to State efforts, the Commission should invest in local seed harvesting partnerships with local nurseries, local governments, special districts, and community-based organizations.
- f. Further studies are needed. The Plan should call for a study of the seed distribution patterns and how they are different in each area of the habitat in which the seed is distributed by the species in the food chain, including human distribution, which has existed for thousands of years.
 - i. A flowering WJT produces thousands of seeds every year. They are widely distributed through the food chain by not just ground squirrels, but rabbits, birds, and deer, then coyotes, mountain lions, bobcats, bears, etc. The range of seed distribution is largely understated in the Plan and not well documented, as it only references the ground squirrel as distributing the seed, not the other animals in the habitat. It is recommended that this be independently studied and properly documented with trackers and videos. Coyote scat can often be found with WJT seed inside. Limited observations and publications have not provided adequate supporting evidence for their limited theories related to seed distribution factors. As with all science, these statements need to be challenged and tested. Additionally, the seeds can be collected and spread manually as a mitigation factor.

10. STUDY AND DOCUMENT THE SOCIO-ECONOMIC IMPACTS AND ENVIRONMENTAL JUSTICE IMPACTS OF THE PLAN

- a. The implementation of the Plan and resulting regulations may push lower-income individuals out of the WJT habitat area, creating an Environmental Justice issue.
- b. The Plan should speak to the community development and housing needs of the disadvantaged (and severely disadvantaged) largely underserved communities.
- c. The Plan should prioritize cost impacts, as the desert has long offered a lower cost of living and provides housing for people who cannot afford to live in the coastal areas.
- d. The Plan should study the impact and potential rise in homelessness if costs are not mitigated.
- e. The Commission should conduct an independent impact report to document the impacts of proposed regulations on the cost of public works projects, low to moderate-income housing (existing and future), wildfire mitigation, and other projects related to community needs including schools, parks, health care facilities, etc.

11. INCREASE PUBLIC ACCESS AND TRANSPARENCY OF DATA

- a. CDFW should maintain a website to increase the transparency of this effort with accurate GIS mapping of habitat areas with photos and information for use by local agencies and private landowners or developers.
- b. The Plan maps should be made available in GIS as an interactive format with layers to allow for visibility of data during land use planning efforts. This can help identify habitat areas for conservation priorities within their communities. This is especially critical for urban areas in the WJT habitat.
- c. There should be a full and transparent process for identifying WJT Conservation Priorities in conjunction with current zoning and land use decisions. The decisions need to be conducted locally in Public Hearings in compliance with the Brown Act and other applicable statutes at open and public meetings to ensure an inclusive process for public participation. Local land use agencies should be given the ultimate authority to make decisions on housing, development, investments, and conservation.

12. EXTEND THE TIME FOR PUBLIC COMMENTS TO AT LEAST FEBRUARY 28

- a. The Plan is a monumental document with very significant ramifications for community infrastructure, safety, economies, and livelihoods, in addition to the goal to preserve an iconic species. The importance of the Commission's actions on the Plan cannot be overstated. We strongly urge the Commission to extend the period for public comments for 30 additional days beyond the public hearing, to allow all interested parties to understand and weigh the consequences of this proposed action.
- b. The Plan is 294 pages, and the appendices are an additional 82 pages. This is a lot of information to review and comment on before February 12th.
- c. It is imperative the public and agencies affected by the Plan have an opportunity to comment during future meetings as well.
- d. There has not been broad public awareness of this draft, and many agencies and individuals are not aware of the timeline and opportunity to comment.
- e. The documents are not easily accessible on the site, and one must click multiple times to find the documents.

It is important to preserve the WJT without causing an unnecessary burden on critical infrastructure and the disadvantaged and severely disadvantaged communities that live in the WJT habitat area.

We appreciate your consideration of our comments. We believe there is a balance we can find to make sure the species has the best chance of surviving over the next Century and beyond while allowing our agencies to continue to provide the critical services our communities require.

Respectfully,

Mojave Water Agency
Adnan Anabtawi, General Manager

Bighorn-Desert View Water Agency
Marina West, General Manager

Community Water Systems Alliance
Timothy Worley, PhD, Managing Director

Hi-Desert Water District
Tony Culver, General Manager

Joshua Basin Water District
Sarah Johnson, General Manager

Twentynine Palms Water District
Matt Shragge, General Manager

Phelan-Piñon Hills Community Services District
Don Bartz, General Manager

Mission Springs Water District
Marion Champion, Asst. General Manager

San Geronio Pass Water Agency
Lance Eckhart, General Manager/Chief Hydrogeologist

Inland Action
Julie Michaels, Executive Director

Cc: Wade Crowfoot, Secretary for Natural Resources
Governor Gavin Newsom
CA State Senator Rosilicie Ochoa Bogh
CA State Assemblymember Greg Wallis
CA State Assemblymember Tom Lackey
US Congressman Jay Obernolte
US Senator Alex Padilla
US Senator Adam B. Schiff
San Bernardino County, District 1 Supervisor Paul Cook
San Bernardino County, District 3 Supervisor/Board Chair Dawn Rowe



Phelan Piñon Hills Community Services District

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Assistant General Manager / CFO's Report

January 2025

FINANCIAL DATA:

Enterprise Fund (Water Operations)				
	January	YTD	Total Budget	% of Total Budget
Operational Revenue	\$670,113.55	\$6,038,816.44	\$9,495,007.53	64%
Operational Expenses	\$607,033.46	\$5,294,019.91	\$9,559,717.66	55%
Net Income (Loss)	\$63,080.09	\$744,796.53	-\$64,710.13	-1151%
Non-Operational Revenue	\$247,916.08	\$2,226,740.66	\$2,362,005.60	94%
Non-Operational Expenses	\$114,505.90	\$261,502.53	\$1,306,552.00	20%
Net Income (Loss)	\$133,410.18	\$1,965,238.13	\$1,055,453.60	186%
Total Revenue	\$918,029.63	\$8,265,557.10	\$11,857,013.13	70%
Total Expense	\$721,539.36	\$5,555,522.44	\$10,866,269.66	51%
Total Net Income (Loss)	\$196,490.27	\$2,710,034.66	\$990,743.47	274%

Capital Outlay/Principal Pmts/C6 **\$1,560,840.44** **\$2,653,428.76**

Government Funds (Parks, Street Lighting, Solid Waste & Recycling)				
	January	YTD	Total Budget	% of Total Budget
Operational Revenue	\$49,323.48	\$351,288.59	\$613,384.00	57%
Operational Expenses	\$49,260.16	\$490,896.22	\$1,202,185.78	41%
Net Income (Loss)	\$63.32	-\$139,607.63	-\$588,801.78	24%
Non-Operational Revenue	\$87,427.92	\$1,437,151.52	\$2,293,588.83	63%
Non-Operational Expenses	\$4,078.99	-\$14,515.78	\$59,380.94	-24%
Net Income (Loss)	\$83,348.93	\$1,451,667.30	\$2,234,207.89	65%
Total Revenue	\$136,751.40	\$1,788,440.11	\$2,906,972.83	62%
Total Expense	\$53,339.15	\$476,380.44	\$1,261,566.72	38%
Total Net Income (Loss)	\$83,412.25	\$1,312,059.67	\$1,645,406.11	80%

GOVERNMENT FUNDS:	General	Parks and Rec	Street Lighting	Property Tax	Solid Waste	Total
Revenue YTD	263,272.57	184,277.45	618.66	1,125,664.63	214,606.80	1,788,440.11
Expense YTD	-5,079.52	369,642.37	11,865.29	1,486.75	98,465.55	476,380.44
Total Net Income (Loss)	268,352.09	-185,364.92	-11,246.63	1,124,177.88	116,141.25	1,312,059.67

	Enterprise	Government	Total
Cash Available	\$2,108,874.00	\$12,296,165.21	\$14,405,039.21
Cash Reserves	\$18,809,513.72	\$788,916.00	\$19,598,429.72
Total Cash	\$20,918,387.72	\$13,085,081.21	\$34,003,468.93

ADMINISTRATIVE DATA: January 2025

Water Consumption (HCF):	October	November	December	January
2024/2025	102,938	63,146	65,452	63,513
2023/2024	92,855	65,678	56,855	62,062
2022/2023	93,012	66,172	64,571	61,070

Meters In Ground:	October	November	December	January
	7348	7355	7359	7360

Meter Permits Issued:	October	November	December	January
	8	3	3	4

Lock-offs:	October	November	December	January
	109	91	90	100

Customer Service A/R Activities	January Quantity		January \$ Received	
Payments				
Cash	560	9.47%	\$76,568.12	5.61%
Check	525	8.88%	\$697,714.78	51.09%
Credit Card (counter)	202	3.42%	\$39,383.37	2.88%
Mail (checks)	532	9.00%	\$50,723.18	3.71%
E-Check	612	10.35%	\$59,148.83	4.33%
Online (credit card)	3,483	58.89%	\$442,088.15	32.37%
TOTAL	<u>5,914</u>	<u>100.00%</u>	<u>\$1,365,626.43</u>	<u>100.00%</u>

Payments Received and Processed	January Quantity	Enterprise	Government
Water	5,894	5,894	
Gvmt (Rentals, Classes, Franchise fee, et	20		20
	<u>5,914</u>	<u>5,894</u> 99.7%	<u>20</u> 0.3%

Customer Service Other Activities	January Quantity	Enterprise	Government
Service Orders Processed	225	225	
Assisted Customers at Counter	1,287	1,267	20
	<u>1,512</u>	<u>1,492</u> 98.4%	<u>20</u> 1.6%



Water Operations Manager's Report January 2025

Introduction

The Phelan Piñon Hills Community Services District (District) maintains a large water distribution system that includes over three hundred & forty miles of water lines. The following are District statistics and information related to the operations of this distribution system and the quality of the water supplied to District customers.

Summary

The District's water distribution system is in compliance with the State Water Resources Control Board- Division of Drinking Water, The Environmental Protection Agency, the Safe Drinking Water Act, Cal OSHA, and all other governing agencies.

Current chlorine demand has remained low and steady due to routine maintenance and flushing. Chlorine demand is found by subtracting the chlorine residual from the total chlorine added to the water system. A low chlorine demand indicates water-free or nearly free of pathogenic microorganisms.

Water Quality Samples

The following is a summary of all water quality samples collected this month and any pertinent information related to said samples.

TEST TYPE	NO. OF COLLECTIONS THIS MONTH	TESTING SCHEDULE	NOTES
Raw water and Bac-t samples	53 samples	Monthly	All in compliance, Sampled Weekly
General physical samples	6 samples	Monthly	All in compliance, Sampled Weekly
TTHM/HAA5	4 samples sets	Quarterly	All in compliance.
Title 22	0 sample sets	TBD	All in Compliance.
Inorganics	1 samples	Yearly	All in compliance.
Radiological (Gross Alpha)	1 samples	Every 3 Years	All in compliance.
Per- and polyfluoroalkyl substances (PFAS) and perfluorooctane sulfonate (PFOS)	15 samples	3 Years by 2027	All in compliance.
Regulated VOC	0 samples	As needed	All in compliance.
Nitrate as N	0 samples	As needed	All in Compliance.
Chromium 6	1 samples	Quarterly	All in Compliance.
Secondary GP'S	0 samples	As needed	All in Compliance.
Lead & Copper	0 samples	Every 3 Years	All in Compliance

Production and Service Order Report

The following is a summary of the District's water production and service orders for the current month.

Total Monthly Production	166.02 A. F. 9 % more than 2024
2023 Monthly Production	150.44 A. F.
USA's Marked	245
Service Orders Completed	240 service orders completed
Main/Service Line Leaks	12 service line leaks were repaired. 0 Main line leak/ breaks repaired
Hydrant Repairs/Replacements	3 hydrants repaired/0 replaced
Residential Meters Sold	4
Commercial Meters Sold	0
YTD Total Meters Sold (Calendar)	4 (64 in 24) (56 in 23) (86 in 22) (95 in 21)
Construction Meters Out	2
Service Lines Replaced	4

Job Code Summary

Job Code	Total Completed
C-Lock - Lock	99
C-Read & Unlock-Open - Read & Unlock - Opening	3
C-Read & Unlock-OC-DM - Read & Unlock - Opening-OC-DM	28
D-Closing Read & Lck - Closing Read & Lock DO NOT USE	2
D-Closing Read-OC-DM - Closing Read & Lock-OC-DM DO NOT USE	2
M- Investigate Lock - Verify Meter Still Locked	2
M- Verify Acct Class - Verify Account Class	0
M- Water Audit - Audit Water Usage	6
M-Backflow - Backflow Information	0
M-Cost Estimate Req - Cost Estimate Request	0
M-Data - Data Log	0
M-Bees- Bees	0
M-Investigate Leak - Investigate Leak	0
M-Investigate No Wtr - Investigate No Water	3
M-Lock No N/O Info - Meter Locked No New Owner Info	0
M-Low/No Consumption - Investigate Low/No Consumption	0
M-Meter Leaking - Meter Leaking	0
M-Meter UTL - Buried - Meter UTL - Buried	1
M-Pressure Ck Hi-Low - Pressure Check Hi-Low	1
M-R/R Angle Stop - Repair/ Replace Angle Stop	0
M-R/R Gate Valve - Repair/ Replace Gate Valve	4
M-Read - Read (do not update Read)	0
M-Repair Svc Line - Repair Service Line	12
M-Repair/Install Box - Meter Box	2

M-Replace Serv Line - Replace Service Line	4
M-Stake Meter Loc - Stake Meter Location	3
M-Status - Status	1
M-Turn off-Cust Req - Turn off - Customer Request	1
M-UNLOCK – UNLOCK	25
M-Verify Leak Repair - Verify Leak Repaired	0
M-Water Loss Leak - Door Hanger Water Loss Leak	4
M-Water Quality Taste - Water Quality - Taste	0
S- Replace Register - Register Not Sending Signal	0
S- Meter Downsize - Meter Downsizing	0
Service Change - Service Status Change	0
S-Manual Meter Swap Concord	0
S-Replace Reg Hotrod - Replace Register Hotrod Died	0
S-MXU Change Out	3
S-Replace Register- Replace Register	0
Grand Totals	240

Summary of Current Projects

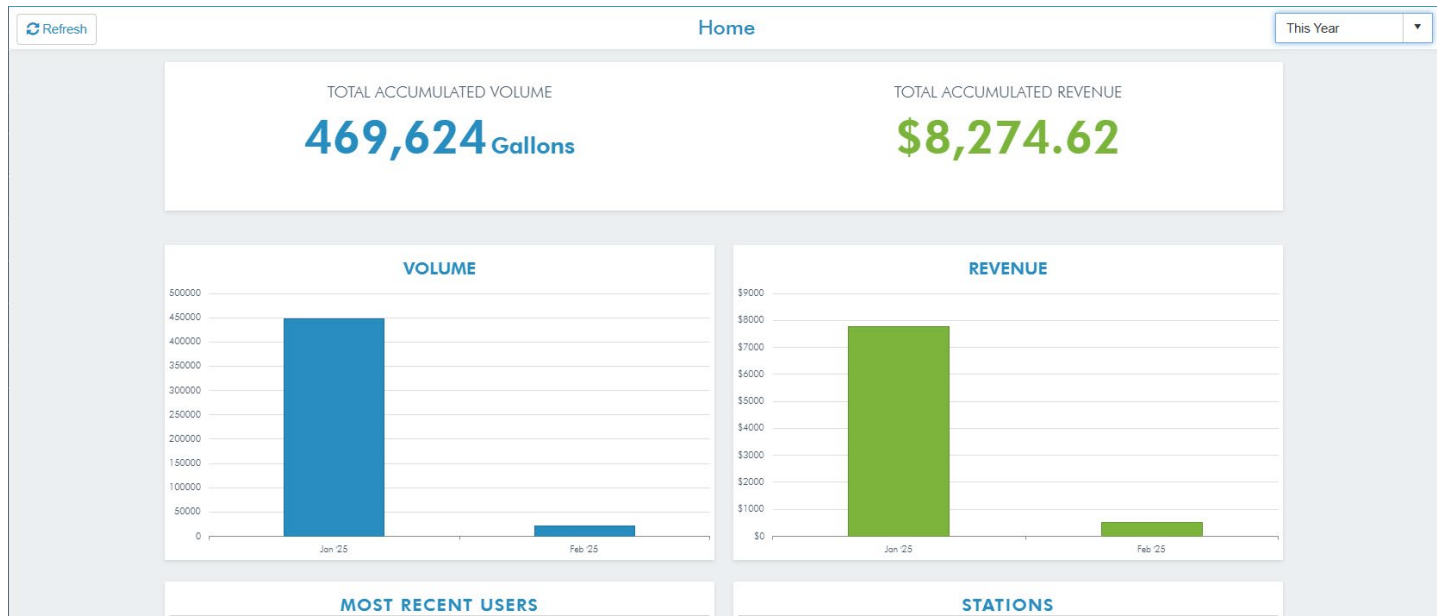
The following is a brief summary of all current and completed projects for the reported period

- Well Soundings at all wells are being done monthly
- Well 14 Production for January 0.00 AF, YTD 0.00 AF @ \$1190 per AF replacement C/Y 2024
- Wells 1B & 2A Electrical overhaul and upgrade- 90% Complete
- Valves and Hydrants Maintenance: 0 hydrants flushed and painted YTD Total-0
- 97 Dead ends flushed of 317 = every year no matter what < No goal, this is mandatory
- Tank washouts of Site 2-1, Site 2-2, 3A, W10, L1 (Contract Scope is 10 per year)
- Service line replacement program. 4 Replaced Calendar Year to Date, 143 Replaced Fiscal Year to Date
- Air-Vac maintenance & flushing program-0 Flushed & Maintenance YTD-0 of 336
- Cla-Val automatic controls valves being systematically rebuilt as a water conservation measure- 30% Complete
- Booster A @ Site 1B rehab and repair- 100% Complete
- Booster A @ Site 2A rehab and repair- 100% Complete

Projects Completed

- Total Non-Revenue Water “Water Loss” is 11 % for Calendar Year 2024, down from 16% in 2023 due to the meter change-out program, the service line replacement program actively replacing services found leaking from on-call personnel, and systematically rebuild cla-valves specifically csm-11-A2-2 pump controls
- The District is now an Advanced Metering Infrastructure (AMI) exclusive system (100% Successful Read Rate)
- Well 15 Outfitting, and Equipping - 100% Complete
The well has been certified to produce 806 GPM @ 70% Efficiency @ \$207.97 per AF
Well 15 accounted for 39% of the water the District produced for the month of December
- Well Meter and inter-tie Meter annual accuracy program FY 24/25- 10 % Complete
- Electrical Efficiency test performed @ every booster and well within the District- 10%
- Oil Changes and greasing at all district wells 100% Complete Boosters 10 % Complete
- 0 Valves Turned this month as part of the district Valve Exercising Program, 0 Year to Date Turned of 4291
- 1936 hydrants = 0 flushed this Year to Date 0 Painted Goal is 968 annually, this is done Bi-Annual
- Vegetation is being mitigated and disposed of on all Water Operations Facilities
- Isolation valves at site 2A reservoir 2A-1 & Booster A replaced
- Isolation valve at Buttemere south of Hwy 18 replaced due to leaking packing

The Fill Station Year To Date Statistics



Agenda Item 9

Director Reports

Agenda Item 10

Correspondence/Information

***Did You Know
There's an
Easier Way to***

Pay Your Bill?

Save time and money today by signing up for online bill pay.



Safe and Reliable

No more missed or lost payments.



Save Time

Save time filling out checks or driving to drop off your payment.



Save Money

Save money on checks, postage, and gas.



Avoid Fees

By utilizing your bank's bill pay system, you can avoid debit or credit card fees.



Enrollment is Easy!

Simply visit your bank's website and sign up for their online bill pay system and add your monthly bill to your list of payees.

Avoid fees, save time, and never miss a payment again!



4176 Warbler Road
Phelan, CA 92371
760-868-1212
www.pphcsd.org



Learn How To:

Find a Silent Thief



You may have a thief in your home and not be aware of it. Follow these helpful tips to protect your drinking water and money!



Faucets

The smallest leak from a faucet can waste up to 20 gallons of water per day.

- Check all faucets inside and outside your home for leaks. Most leaking faucets can be corrected by replacing worn washers.



Toilets

The biggest culprit inside your home is the toilets, which can waste 200 gallons per day.

- Place a few drops of food coloring (enough to change the color of the water) in the tank of the toilet.
- Do not flush the toilet for 15 to 20 minutes. If the water in the toilet bowl shows color from the food coloring, you have a leak.
- Check the overflow pipe and the flapper valve. After making repairs, repeat the food coloring test for assurance that the leak has been corrected.



Sprinklers

Most of the water used at a residence is used by the irrigation system.

- Check the irrigation system for leaks on a regular basis.
- Follow a lawn watering schedule suitable to the seasons and your plants' needs.
- Reduce your turf size by replacing it with low water use and/or native plants which require less water.

*Still can't find that leak?
Contact a plumber or our
office for further tips at
760-868-1212. Also, find
more tips on our website at
www.pphcsd.org.*

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COMMUNITY CLEAN UP AND FREE TIRE DAY

MARCH 8

8AM - 12PM

**CR&R DROP OFF LOCATION:
9828 BUCKWHEAT RD, PHELAN**

- Free Residential Trash & Yard Waste Collection
- Free Tire Collection
- Free Recyclable Materials Collection
- NO Hazardous Waste or E-waste
- NO Commercial Waste or Tires

**District residents only. Must show proof of residency. Limit of 9 tires per residence. Must be off rim. NO COMMERCIAL.*



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CR&R
INCORPORATED
environmental services

CalRecycle 269

Agenda Item 11

Review of Action Items

Agenda Item 12

Set Agenda for Next Meeting