





**Matching Requirements:** (If applicable.) As stated in the Grantee's Application, the Grantee certifies that the matching requirement will be met by the Grantee.

**Payment:** As stated in the Grantee's Application and Grant Program Guidance, the State will promptly pay the Grantee after the Grantee presents an invoice for the services actually performed and the State's Authorized Representative accepts the invoiced services and in accordance with the Grant Program Guidelines. Payment will not be made if the Grantee has not satisfied reporting requirements.

**Certification Regarding Lobbying:** (If applicable.) Grantees receiving federal funds over \$100,000.00 must complete and return the Certification Regarding Lobbying form provided by the State to the Grantee.

**1. ENCUMBRANCE VERIFICATION**

*Individual certifies that funds have been encumbered as required by Minn. Stat. §§ 16A.15 and 16C.05.*

Signed: \_\_\_\_\_

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

**3. STATE AGENCY**

Signed: \_\_\_\_\_  
(with delegated authority)

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

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

Grant Agreement No. A-SHSP-2018-STPBOMB-011 / PO#3000056470

**2. GRANTEE**

*The Grantee certifies that the appropriate person(s) have executed the grant agreement on behalf of the Grantee as required by applicable articles, bylaws, resolutions, or ordinances.*

Signed: \_\_\_\_\_

Print Name: \_\_\_\_\_

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

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

Signed: \_\_\_\_\_

Print Name: \_\_\_\_\_

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

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

Distribution: DPS/FAS  
Grantee  
State's Authorized Representative

Budget Summary (Report)

<b>SHSP-2018-IJ#03: CBRNE</b>	
<b>Budget Category</b>	<b>Awarded</b>
Equipment	
xray system, communication mast, bomb suits	\$111,901.00
<b>Total</b>	<b>\$111,901.00</b>
Training	
Attend training conferences and re certification	\$20,000.00
<b>Total</b>	<b>\$20,000.00</b>
<b>Total</b>	<b>\$131,901.00</b>
<b>Allocation</b>	<b>\$131,901.00</b>
<b>Balance</b>	<b>\$0.00</b>

**CERTIFICATION REGARDING LOBBYING**  
For State of Minnesota Contracts and Grants over \$100,000

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 any agency, a member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, A Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities", in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

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

\_\_\_\_\_  
Organization Name

\_\_\_\_\_  
Name and Title of Official Signing for Organization

By: \_\_\_\_\_  
Signature of Official

\_\_\_\_\_  
Date

07/07



# State Homeland Security Grant Program

## FFY2018 SHSP Project Application

Grant performance period: January 1 - December 31, 2019

HSEM Region 6 - Metro Jurisdiction/Agency Name Saint Paul Police Dept

Contact Name Sgt. John Adamek Phone Number (651) 266-5768 Email john.adamek@ci.stpaul.mn.us

Project Name SHSP Project can start within 90 days of award date:  Yes  No

Select the core capability most strongly supported by this project: Threats and Hazard Identification

**Project Description and Outcomes** - describe the project, its outcomes and how it will improve preparedness in your jurisdiction:  
Equipment and training will close identified gaps identified in NCCADD assessment and THIRA

**Capabilities** - describe how this project sustains or maintains your current capabilities:  
This project builds on previous projects and continues with on going projects such as completeing response vehicles and upgrading xray

**Project Budget** - break down your project cost by category

Category	Amount	Description
Planning		
Organization		
Equipment	\$111,901	Upgrade xray systems, upgrade response vehicle by adding communications mast, upgrade bomb suits
Training	\$20,000	Attend training conferences and re certification courses on breaching and advanced skills
Exercises		
M&A		
<b>Total</b>	<b>\$131,901</b>	Amount of total going directly to law enforcement, if applicable: <b>\$110,000</b>

**Equipment Request** - provide a detailed list of the equipment purchases proposed for this project

Add/Delete Row	AEL Number <small>fema.gov/authorized-equipment-list</small>	Title	Authorized for SHSP?	Cost Per Unit	QTY
+ -	02EX-01-xrap	Xray systems	<input checked="" type="radio"/> Yes <input type="radio"/> No	\$50,000	1
+ -	02PE-01-BSUT	bomb suits	<input checked="" type="radio"/> Yes <input type="radio"/> No	\$34,000	1
+ -	04HW-01-MOBL	Mast system for trucks	<input checked="" type="radio"/> Yes <input type="radio"/> No	\$20,000	

**Environmental and Historic Preservation**

Does this project include new construction, modifications to existing structures or any activity that could affect the natural environment?  
 No  Yes If yes, please describe: \_\_\_\_\_

**Project Timeline** - provide a timeline of project tasks with milestones, start dates and end dates for each task

Add/Delete Row	Task (for example: hire, equip and train a planner; conduct training; purchase software)	Milestones	Start Date	End Date
+ -	obtain quotes	open	open	open

Please save file as: "2018 [jurisdiction] [project]" and submit completed form to [Matti.Gurney@state.mn.us](mailto:Matti.Gurney@state.mn.us)

Save Form	Submit Form
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For questions regarding the SHSP program or this application form, contact HSEM Homeland Security Grant Administrator Matti Gurney at (651) 201-7422



## FY 2018 State Homeland Security Program Grant Guidance

### Topics included by section:

1. Program Overview & Investments
2. Program Requirements & Federal Guidelines
3. Reporting Requirements during Grant Term
4. For Additional Information

### 1. Program Overview & Investments

The State Homeland Security Program (SHSP) is one of three programs under the federal Homeland Security Grant Program (HSGP). It supports efforts to prevent terrorism and other catastrophic events by addressing high-priority preparedness gaps across all core capabilities and the five mission areas of Prevention, Protection, Mitigation, Response, and Recovery. The FY 2018 SHSP's nine investment areas are based on capability targets and gaps identified by the Threat and Hazard Identification and Risk Assessment (THIRA) process and assessed in the State Preparedness Report (SPR). They are:

- Fusion Center
- Cyber Security
- Chemical, Biological, Radiological, Nuclear and Explosives (CBRNE)
- Interoperable Communications
- Mass Care & Mass Casualties
- Community Preparedness
- Strengthen Planning & Common Operating Picture
- Physical Protective Measures
- Law Enforcement Terrorism Prevention (LETP)

The period of performance, or grant term, for FY 2018 SHSP is 1/1/19 - 12/31/19.

### 2. Program Requirements & Federal Guidelines

It is important that all grantees understand and adhere to the rules, regulations, and requirements associated with the award of FY 2018 SHSP funds as they are binding and violations may result in recoupment of funds by HSEM and FEMA.

The HSEM Grant Manual provides a clear and concise overview of all federal, state, and HSEM-specific grant management requirements and can be found, along with other pertinent references, on the [HSEM Grants Resources webpage](#).

Federal guidance provides additional context and program-specific policies, including funding guidelines and an allowable cost matrix for FY 2018 SHSP grants. This guidance can be found in the [2018 HSGP Notice of Funding Opportunity \(NOFO\)](#).

3. Reporting Requirements during GrantTerm

Financial Status Requests (FSRs) and Progress Reports must be completed in E-Grants throughout the grant term. The due dates for FY 2017 SHSP reports are as follows:

- 1<sup>st</sup> quarter(1/1/19-3/31/19): due 4/30/19
- 2<sup>nd</sup> quarter(4/1/19-6/30/19): due 7/30/19
- 3<sup>rd</sup> quarter(7/1/18-9/30/19): due 10/30/19
- 4<sup>th</sup> quarter (10/1/18-12/31/19): due 2/15/19

*Please note that FSRs can be submitted as often as monthly.*

An E-Grants Equipment Log must be submitted by grantees who use funds to purchase equipment. For the FY 2018 SHSP grant, the Equipment Log is due 2/15/19.

4. For Additional Information

Visit the [HSEM Grants Resources webpage](#) or contact Matti Gurney, Homeland Security Grants Administrator, at [Matti.Gurney@state.mn.us](mailto:Matti.Gurney@state.mn.us) or 651-201-7422

# MINNESOTA DEPARTMENT OF PUBLIC SAFETY



## Division of Homeland Security and Emergency Management



### Project Contact Information Sheet

**\*\*Note:** If awarded, the Grant Agreement CONTRACT SIGNATORY must have the legal authority to sign for this organization as required by applicable articles, bylaws, resolutions, statute or delegation.

1. FISCAL AGENT (This is the organization named in the grant agreement that will be responsible for the administration of the grant.)

**Legal Name:** City of Saint Paul  
**Address:** 15 West Kellogg BLVD Suite 700  
**City/ZIP+4:** 55102-1658

**Phone:**  
**Fax:**  
**DUNS Number:** 848898433  
**FEIN Number:** 41-6005521  
**MN State Tax ID:** 8025095

2. AUTHORIZED REPRESENTATIVE (This is the person whose name should appear in the grant agreement and who will be responsible for ensuring that the terms and conditions of the agreement are met. This person does not have to have signature authority, but must be an employee of the fiscal agent cited in #1.)

**Agency Office** (if different than legal name above):  
**Name and Title:** Kathy Wuorinen, Asst. Chief  
**Address:** 367 Grove St  
**City/ZIP+4:** Saint Paul, MN 55101

**Phone:** 651-266-5571  
**Fax:**  
**E-mail:**  
Kathy.Wuorinen@ci.stpaul.mn.us

3. PROGRAM MAIN CONTACT (This is the person that HSEM can contact for any programmatic questions.)

**Name and Title:** Sgt. John Adamek  
**Address:** 367 Grove Street  
**City/ZIP+4:** Saint Paul MN 55101

**Phone:** 651-266-5768  
**Fax:**  
**E-mail:**  
john.adamek@ci.stpaul.mn.us

4. FINANCIAL CONTACT (This is the person that HSEM can contact for any financial questions.)

**Name and Title:** Wendy Trebesch, ACCT  
**Address:** 367 Grove Street  
**City/ZIP+4:** Saint Paul MN 55101

**Phone:** 651-266-5568  
**Fax:**  
**E-mail:**  
wendy.trebesch@ci.stpaul.mn.us

5. GRANT AGREEMENT E-MAIL CONTACT (Which individual above should receive the agreement packet by e-mail and be responsible for obtaining the correct signature(s) on the agreement and completing the necessary forms?)

**Name:** Wendy Trebesch, wendy.trebesch@ci.stpaul.mn.us

FOR OFFICE USE ONLY: SWIFT Vendor ID# \_\_\_\_\_

SWIFT PO# \_\_\_\_\_



**Award Allocation Information (Review)**

This page lists the amount this grant has been given an allocation for.  
The overall budget that is set up cannot exceed the allocation amount listed below.  
There is no Match requirement for this grant.

**Program:** SHSP

**Fiscal Year:** 2018

**Award:** \$131,901.00

# 2018 (SHSP) State Homeland Security Program

Organization: St Paul Bomb Disposal Unit

## Investment Area(s) of Funding \*

Investment Area

SHSP-2018-IJ#03: CBRNE

## 2018 (SHSP) State Homeland Security Program

Organization: St Paul Bomb Disposal Unit

**Budget Line Items (POETE of Investment Areas)\*: Equipment xray system,  
communication mast, bomb suits**

**Select the appropriate Investment Area for this budget item:**

SHSP-2018-IJ#03: CBRNE

**Select the appropriate Budget Category for this budget item**

Equipment

**Provide a short description for this budget item (should be unique to this budget):**

xray system, communication mast, bomb suits

**Provide a more detailed description for this budget item:**

Upgrade to current industry standard of x ray equipment, upgrade communication mast, upgrade bomb suits

**Enter the dollar amounts associated with the budget item:**

	Awarded
Budget Item Amount:	\$111,901.00

# 2018 (SHSP) State Homeland Security Program

Organization: St Paul Bomb Disposal Unit

## Budget Line Items (POETE of Investment Areas)\*: Training Attend training conferences and re certification

**Select the appropriate Investment Area for this budget item:**

SHSP-2018-IJ#03: CBRNE

**Select the appropriate Budget Category for this budget item**

Training

**Provide a short description for this budget item (should be unique to this budget):**

Attend training conferences and re certification

**Provide a more detailed description for this budget item:**

Attend training on breaching and advances skills

**Enter the dollar amounts associated with the budget item:**

	Awarded
Budget Item Amount:	\$20,000.00

Budget Summary (Report)

SHSP-2018-IJ#03: CBRNE	Awarded			
<b>Budget Category</b>				
Equipment				
xray system, communication mast, bomb suits	\$111,901.00			
<b>Total</b>	\$111,901.00			
Training				
Attend training conferences and re certification	\$20,000.00			
<b>Total</b>	\$20,000.00			
<b>Total</b>	\$131,901.00			
<b>Allocation</b>	\$131,901.00			
<b>Balance</b>	\$0.00			

Financial Status Summary (Report)

SHSP-2018-LJ#03:

CBRNE

	Total Awarded	Awarded Expended	Awarded Remaining	Total Match	Match Expended	Match Remaining
Equipment						
xray system, communication mast, bomb suits	\$111,901.00	\$0.00	\$111,901.00	\$0.00	\$0.00	\$0.00

<b>Equipment Totals</b>	\$111,901.00	\$0.00	\$111,901.00	\$0.00	\$0.00	\$0.00
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	Total Awarded	Awarded Expended	Awarded Remaining	Total Match	Match Expended	Match Remaining
Training						
Attend training conferences and re certification	\$20,000.00	\$0.00	\$20,000.00	\$0.00	\$0.00	\$0.00

<b>Training Totals</b>	\$20,000.00	\$0.00	\$20,000.00	\$0.00	\$0.00	\$0.00
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<b>TOTALS</b>	\$131,901.00	\$0.00	\$131,901.00	\$0.00	\$0.00	\$0.00
<b>OVERALL TOTALS</b>	\$131,901.00	\$0.00	\$131,901.00	\$0.00	\$0.00	\$0.00

The Grantee (which refers to the applicant's status after it has been awarded grant funds) shall comply with all applicable federal, state and local laws, ordinances, rules and regulations and provisions stated herein in the performance of the grant award.

#### **1. Survival of Terms**

The following clauses survive the expiration or cancellation of the award: 9. Liability; 10. Audits; 11. Government Data Practices; 13. Publicity and Endorsement; 14. Governing Law, Jurisdiction and Venue; 16. Data Disclosure; and 17 Intellectual Property Rights.

#### **2. Financial and Administrative Provisions**

The Grantee will comply with all program guidelines specified in the Grant Program Guidelines (Guidelines) and application which are incorporated herein by reference.

**Budget Revisions:** The Grantee will submit a written change request for any substitution of budget items or any deviation in accordance with the Guidelines included in this application. Grantees whose requests have been approved will be notified in writing by the State's Authorized Representative to the Grantee's Authorized Representative. Requests must be approved prior to any expenditure by the Grantee.

#### **3. Payment Terms**

**Payment:** The State will promptly pay the Grantee after the Grantee presents an invoice for the services actually performed and the State's Authorized Representative accepts the invoiced services in accordance with the Guidelines included in this application. Expenditures for each state fiscal year (July through June) of the grant agreement must be for services satisfactorily performed within applicable state fiscal years.

Under Minn. Stat. § 16B.98 Subd. 1, the Grantee agrees to minimize administrative costs. Under Minn. Stat. § 16B.98, Subd. 7, payments to the Grantee may not be issued until the grant agreement is fully executed.

#### **4. Time**

The Grantee must comply with all the time requirements described in the application and grant agreement. In the performance of the award, time is of the essence.

#### **5. Consideration and Payment**

The State will pay for all services performed by the Grantee under the grant agreement as a reimbursement according to the breakdown of costs contained in the Guidelines and Grantee's application that will be incorporated into the grant agreement. The Grantee must promptly return to the State any unexpended funds that have not been accounted for annually in a financial report to the State due at grant closeout.

##### **5.1 Contract and Bidding Requirements – Municipal grantees**

Per Minn. Stat. §471.345, grantees that are municipalities must do the following if contracting funds from this grant contract agreement for any supplies, materials, equipment or the rental thereof, or the construction, alteration, repair or maintenance of real or personal property

- (a) If the amount of the contract is estimated to exceed \$100,000, a formal notice and bidding process must be conducted in which sealed bids shall be solicited by public notice. Municipalities may, as a best value alternative, award a contract for construction, alteration, repair, or maintenance work to the vendor or contractor

offering the best value under a request for proposals as described in Minn. Stat. §16C.28, Subd. 1, paragraph (a), clause (2)

- (b) If the amount of the contract is estimated to exceed \$25,000 but not \$100,000, the contract may be made either upon sealed bids or by direct negotiation, by obtaining two or more quotations for the purchase or sale when possible, and without advertising for bids or otherwise complying with the requirements of competitive bidding. All quotations obtained shall be kept on file for a period of at least one year after receipt thereof. Municipalities may, as a best value alternative, award a contract for construction, alteration, repair, or maintenance work to the vendor or contractor offering the best value under a request for proposals as described in Minn. Stat. §16C.28, Subd. 1, paragraph (a), clause (2) and paragraph (c).
- (c) If the amount of the contract is estimated to be \$25,000 or less, the contract may be made either upon quotation or in the open market, in the discretion of the governing body. If the contract is made upon quotation it shall be based, so far as practicable, on at least two quotations which shall be kept on file for a period of at least one year after their receipt. Alternatively, municipalities may award a contract for construction, alteration, repair, or maintenance work to the vendor or contractor offering the best value under a request for proposals as described in Minn. Stat. §16C.28, Subd. 1, paragraph (a), clause (2)
- (d) Support documentation of the bidding process utilized to contract services must be included in the grantee's financial records, including support documentation justifying a single/sole source bid, if applicable.
- (e) For projects that include construction work of \$25,000 or more, prevailing wage rules apply per; Minn. Stat. §§177.41 through 177.44 consequently, the bid request must state the project is subject to *prevailing wage*. These rules require that the wages of laborers and workers should be comparable to wages paid for similar work in the community as a whole. A prevailing wage form should accompany these bid submittals.

## **5.2 Contract and Bidding Requirements – Non-governmental grantees**

A nongovernmental organization is an organization that is a nonprofit, also known as a charitable organization, that is formed for the purpose of fulfilling a mission to improve the common good of society rather than to acquire and distribute profits. The organization meets the definition in Minn. Stat. 309.50 Subd. 4 and meets the definitions defined in the Internal Revenue Service code, with the most common type being a 501 (c) (3).

- (a) Any services and/or materials that are expected to cost \$25,000 or more must undergo a formal notice and bidding process.
- (b) Any services and/or materials that are expected to cost between \$10,000 and \$24,999 must be scoped out in writing and offered to a minimum of three (3) bidders.
- (c) Any services and/or materials that are expected to cost between \$5,000 and \$9,999 must be competitively based on a minimum of three (3) verbal quotes Support documentation of the bidding process utilized to contract services must be included



in the grantee's financial records, including support documentation justifying a single/sole source bid, if applicable.

- (d) Support documentation of the bidding process utilized to contract services must be included in the grantee's financial records, including support documentation justifying a single/sole source bid, if applicable.
- (e) For projects that include construction work of \$25,000 or more, prevailing wage rules apply per; Minn. Stat. §§177.41 through 177.44 consequently, the bid request must state the project is subject to *prevailing wage*. These rules require that the wages of laborers and workers should be comparable to wages paid for similar work in the community as a whole. A prevailing wage form should accompany these bid submittals.

## **6. Conditions of Payment**

All services provided by the Grantee under the grant agreement must be performed to the State's satisfaction, as determined at the sole discretion of the State's Authorized Representative so named in the grant agreement and in accordance with all applicable federal, state, and local laws, ordinances, rules and regulations. The Grantee will not receive payment for work found by the State to be unsatisfactory or performed in violation of federal, state or local law.

## **7. Authorized Representative**

The State's Authorized Representative or his/her successor, is so named in the grant agreement and has the responsibility to monitor the Grantee's performance and has the authority to accept the services provided under the grant agreement opportunity. If the services are satisfactory, the State's Authorized Representative will certify acceptance on each invoice submitted for payment.

The Grantee's Authorized Representative is so named in the grant agreement. If the Grantee's Authorized Representative changes at any time during the grant agreement, the Grantee must immediately notify the State.

## **8. Assignment, Amendments, Waiver, and Grant Agreement Complete**

The Grantee may neither assign nor transfer any rights or obligations under the grant agreement without the prior consent of the State and a fully executed Amendment, executed and approved by the same parties who executed and approved the grant agreement, or their successors in office.

Any amendment to the grant agreement must be in writing and will not be effective until it has been executed and approved by the same parties who executed and approved the original grant agreement, or their successors in office.

If the State fails to enforce any provision of the grant agreement, that failure does not waive the provision or its right to enforce it.

The grant agreement contains all negotiations and agreements between the State and the Grantee. No other understanding regarding the grant agreement, whether written or oral, may be used to bind either party.

**9. Liability**

Grantee must indemnify, save and hold the State, its agents, and employees harmless from any claims or causes of action, including all attorneys' fees incurred by the State arising from the performance of the grant agreement by the Grantee or the Grantee's agents or employees. This clause will not be construed to bar any legal remedies the Grantee may have for the State's failure to fulfill its obligations under the grant agreement and subsequent grant agreements. The liability for Grantees that are municipalities is governed by Minn. Stat. § 466 and any other applicable law, rule or regulation.

**10. Audits**

Under Minn. Stat. § 16B.98, Subd. 8, the books, records, documents, and accounting procedures and practices of the Grantee or other party that are relevant to the grant agreement or transaction are subject to examination by the State, and/or the State Auditor or Legislative Auditor as appropriate, for a minimum of six years from the grant agreement end date, receipt and approval of all final reports, or the required period of time to satisfy all state and program retention requirements, whichever is later. Federal audits shall be governed by requirements of federal regulations.

If applicable, if the Grantee (known as the "subrecipient" in the Code of Federal Regulations) receives federal assistance from the State of Minnesota, it will comply with the Single Audit Act Amendments of 1996 and the Office of Management and Budget's Uniform Guidance: Cost Principles, Audit, & Administrative Requirements for Federal Awards, Subpart F (2 CFR 200) ; and, required audit reports must be filed with the State Auditor's Office, Single Audit Division, and with federal and state agencies providing federal assistance, and the Department of Public Safety within nine months of the Grantee's fiscal year end.

**11. Government Data Practices**

The Grantee and the State must comply with the Minnesota Government Data Practices Act, Minnesota Statutes, Chapter 13, as it applies to all data provided by the State under the grant agreement, and as it applies to all data created, collected, received, stored, used, maintained or disseminated by the Grantee under the grant agreement. The civil remedies of Minnesota Statutes, section 13.08 apply to the release of the data referred to in this clause by either the Grantee or the State.

If the Grantee receives a request to release the data referred to in this clause, the Grantee must immediately notify the State. The State will give the Grantee instructions concerning the release of the data to the requesting party before the data is released. The Grantee's response to the request shall comply with the applicable law.

**12. Workers' Compensation**

Grantee certifies that it is in compliance with Minnesota Statutes, § 176.181, Subdivision 2, pertaining to workers' compensation insurance coverage. The Grantee's employees and agents will not be considered State employees. Any claims that may arise under the Minnesota Workers' Compensation Act on behalf of these employees and any claims made by any third party as a consequence of any act or omission on the part of these employees are in no way the State's obligation or responsibility.

**13. Publicity and Endorsement**

Any publicity regarding the subject matter of the grant agreement must be in accordance with the Guidelines included in this application. Any publicity regarding the subject matter of this grant contract must identify the State as the sponsoring agency and must not be released

without prior written approval from the State's Authorized Representative. For purposes of this provision, publicity includes notices, informational pamphlets, press releases, research, reports, signs, and similar public notices prepared by or for the Grantee individually or jointly with others, or any subcontractors, with respect to the program, publications, or services provided resulting from this grant contract. All projects primarily funded by state grant appropriation must publicly credit the State of Minnesota, including on the grantee's website when practicable.

The Grantee must not claim that the State endorses its products or services.

#### **14. Governing Law, Jurisdiction, and Venue**

Minnesota law, without regard to its choice-of-law provisions, governs the grant agreement. Venue for all legal proceedings out of the grant agreement, or its breach, must be in the appropriate state or federal court with competent jurisdiction in Ramsey County, Minnesota.

#### **15. Termination**

**Termination by the State.** The State may terminate the grant agreement at any time, with or without cause, upon 30 days' written notice to the Grantee. Upon termination, the Grantee will be entitled to payment, determined on a pro rata basis, for services satisfactorily performed.

**Termination by the Grantee.** The Grantee may request termination upon 30 day's notice to the State's Authorized Representative. Upon termination, the Grantee is entitled to payment for services actually performed satisfactorily and agrees to return any unused funds to the State.

**Termination for Insufficient Funding.** The State may immediately terminate the grant agreement if it does not obtain funding from the Minnesota Legislature, or other funding source; or if funding cannot be continued at a level sufficient to allow for the payment of the services under the grant agreement. Termination must be by written or fax notice to the Grantee. The State is not obligated to pay for any services that are provided after notice and effective date of termination. However, the Grantee will be entitled to payment, determined on a pro rata basis, for services satisfactorily performed to the extent that funds are available. The State will not be assessed any penalty if the grant agreement is terminated because of the decision of the Minnesota Legislature, or other funding source, not to appropriate funds. The State must provide the Grantee notice of the lack of funding within a reasonable time of the State receiving that notice.

**Termination for Failure to Comply.** The State may terminate the grant agreement immediately if the State finds that there has been a failure to comply with the provisions of the grant award, that reasonable progress has not been made or that the purpose for which the funds were granted have not been or will not be fulfilled. The State may take action to protect the interests of the State of Minnesota, including the refusal to disburse additional funds and requiring the return of all or part of the funds already disbursed.

#### **16. Data Disclosure**

Under Minnesota Statutes, § 270C.65, Subd.3 and other applicable law, the Grantee consents to disclosure of its social security number, federal employer tax identification number, and/or Minnesota tax identification number, already provided to the State, to federal and state tax agencies and state personnel involved in the payment of state obligations. These identification numbers may be used in the enforcement of federal and state tax laws which could result in action requiring the Grantee to file state tax returns and pay delinquent state tax liabilities, if any, or pay other state liabilities.

**17. Intellectual Property Rights (if applicable)**

(A) *Intellectual Property Rights.* The State owns all rights, title, and interest in all of the intellectual property rights, including copyrights, patents, trade secrets, trademarks, and service marks in the Works and Documents *created and paid for under this contract*. Works means all inventions, improvements, discoveries (whether or not patentable), databases, computer programs, reports, notes, studies, photographs, negatives, designs, drawings, specifications, materials, tapes, and disks conceived, reduced to practice, created or originated by the Grantee, its employees, agents, and subcontractors, either individually or jointly with others in the performance of this contract. Works includes "Documents." Documents are the originals of any databases, computer programs, reports, notes, studies, photographs, negatives, designs, drawings, specifications, materials, tapes, disks, or other materials, whether in tangible or electronic forms, prepared by the Grantee, its employees, agents, or subcontractors, in the performance of this contract. The Documents will be the exclusive property of the State and all such Documents must be immediately returned to the State by the Grantee upon completion or cancellation of this contract. To the extent possible, those Works eligible for copyright protection under the United States Copyright Act will be deemed to be "works made for hire." The Grantee assigns all right, title, and interest it may have in the Works and the Documents to the State. The Grantee must, at the request of the State, execute all papers and perform all other acts necessary to transfer or record the State's ownership interest in the Works and Documents.

(B) *Obligations*

- (1) *Notification.* Whenever any invention, improvement, or discovery (whether or not patentable) is made or conceived for the first time or actually or constructively reduced to practice by the Grantee, including its employees and subcontractors, in the performance of this contract, the Grantee will immediately give the State's Authorized Representative written notice thereof, and must promptly furnish the Authorized Representative with complete information and/or disclosure thereon.
- (2) *Representation.* The Grantee must perform all acts, and take all steps necessary to ensure that all intellectual property rights in the Works and Documents are the sole property of the State, and that neither Grantee nor its employees, agents, or subcontractors retain any interest in and to the Works and Documents. The Grantee represents and warrants that the Works and Documents do not and will not infringe upon any intellectual property rights of other persons or entities. Notwithstanding Clause 8, the Grantee will indemnify; defend, to the extent permitted by the Attorney General; and hold harmless the State, at the Grantee's expense, from any action or claim brought against the State to the extent that it is based on a claim that all or part of the Works or Documents infringe upon the intellectual property rights of others. The Grantee will be responsible for payment of any and all such claims, demands, obligations, liabilities, costs, and damages, including but not limited to, attorney fees. If such a claim or action arises, or in the Grantee's or the State's opinion is likely to arise, the Grantee must, at the State's discretion, either procure for the State the right or license to use the intellectual property rights at issue or replace or modify the allegedly infringing Works or Documents as necessary and appropriate to obviate the

infringement claim. This remedy of the State will be in addition to and not exclusive of other remedies provided by law.

**18. Other Provisions be it understood:**

- a. By filing of this application, the applicant has therefore obtained the necessary legal authority to apply for and receive the proposed grant;
- b. The filing of this application has been authorized by applicant's governing body, and the official who has applied his/her electronic signature to this application has been duly authorized to file this application for and on behalf of said applicant, and otherwise to act as the representative of the applicant in connection with this application;
- c. The activities and services for which assistance is sought under this grant will be administered by or under the supervision and control of applicant;
- d. Fiscal control and accounting procedures will be used to ensure proper disbursement of all funds awarded;

**Agreement to Acknowledge the Terms and Conditions are Incorporated Into the Grant Agreement:**

By submitting this application, the authorized Representative for the Grant Applicant, acknowledges that they have read the Terms and Conditions in their entirety as stated within the Application materials and acknowledge that the Terms and Conditions will be incorporated into the Grant Agreement if funds are awarded to the Applicant under this Application. As authorized, if the Applicant is awarded funds under this Application, they will submit the required documents and certification on behalf of the Applicant Organization.

Terms and Conditions Acknowledgment for HSGP \*

**Instructions:**

- Click on the Terms and Conditions to read/print the document.

*(If you are applying as a state agency, go to: Terms and Conditions for State Agencies)*

- Check the acknowledgement box below.
- In addition to the Terms and Conditions, all Grantees must read and acknowledge the following:

1. Federal Audit Requirements
2. Federal Assurances

*I acknowledge that I have read the Terms and Conditions in their entirety as stated within the Application materials and acknowledge that the Terms and Conditions will be incorporated into the Grant Agreement if funds are awarded to the Applicant under this Application.*

*As authorized, if our agency is awarded funds under this Application, we will submit the required documents and certification on behalf of the Applicant Organization.*

## FEDERAL AUDIT REQUIREMENTS

1. A non-Federal entity that expends \$750,000 or more in Federal awards during the non-Federal entity's fiscal year must have a single or program-specific audit conducted for that year in accordance with the provisions of Subpart F of OMB's Uniform Guidance: Cost Principles, Audit, & Administrative Requirements for Federal Awards (2 CFR Part 200).

Audits must be performed annually, except when:

(a) A state, local government, or Indian tribe that is required by constitution or statute, in effect on January 1, 1987, to undergo its audits less frequently than annually, is permitted to undergo its audits biennially

(b) Any nonprofit organization that had biennial audits for all biennial periods ending between July 1, 1992, and January 1, 1995, is permitted to undergo its audits biennially.

Any biennial audit must cover both years within the biennial period.

2. An auditor is defined in Title 2 CFR 200.7 - Auditor means a public accountant or a Federal, state, local government, or Indian tribe audit organization, which meets the general standards specified for external auditors in generally accepted government auditing standards (GAGAS) by the U.S. Government Accountability Office. The term auditor does not include internal auditors of nonprofit organizations. [79 FR 75880, Dec. 19, 2014]
3. The subrecipient agrees that the pass-through entity, the Legislative Auditor, the State Auditor, and any independent auditor designated by the pass-through entity will have access to the subrecipient's personnel, accounts, books, records, supporting documentation, and other information as needed in order to comply with the Single Audit Act Amendments of 1996 and OMB's Uniform Guidance: Cost Principles, Audit, & Administrative Requirements for Federal Awards, (2 CFR 200.508 Auditees responsibilities).
4. The auditee must prepare appropriate financial statements, including the schedule of expenditures of Federal awards in accordance with Section 200.510 Financial Statements. Auditees must adhere to the Report retention requirements in Section 200.512(f) for three years from date of submission to the Federal Audit Clearinghouse (FAC). Minnesota Statute §16B.98, subdivision 8 includes retention requirements of a minimum of six years from the grant agreement end date, receipt and approval of all final reports, or the required period of time to satisfy all state and program retention requirements, whichever is later.
5. The auditor's report(s) must state the audit was conducted in accordance with OMB's Uniform Guidance: Cost Principles, Audit, & Administrative Requirements for Federal Awards, Subpart F (2 CFR 200.515 Audit Reporting) and include the following:
  - (a) An opinion (or disclaimer of an opinion) as to whether the financial statements are presented fairly in all material respects in accordance with generally accepted accounting principles and an opinion (or disclaimer of opinion) as to whether the schedule of expenditures of Federal awards is fairly stated in all material respects in relation to the financial statements as a whole
  - (b) A report on internal control over financial reporting and compliance with provisions of laws, regulations, contracts, and award agreements, noncompliance with which could have a material effect on the financial statements. This report must describe the scope of testing of internal control

and compliance and the results of the tests, and, where applicable, it will refer to the separate schedule of findings and questioned costs described in this section

(c) A report on compliance for each major program and a report on internal control over compliance. This report must describe the scope of testing of internal control over compliance, include an opinion or disclaimer of opinion as to whether the auditee complied with Federal statutes, regulations, and the terms and conditions of Federal awards which could have a direct and material effect on each major program and refer to the separate schedule of findings and questioned costs described in this section.

(d) A schedule of findings and questioned costs that includes a summary of the auditor's results in a format consistent with Section 200.515 Audit Reporting, paragraph (d)(1); findings relating to the financial statements which are required to be reported in accordance with GAGAS; and findings and questioned costs for Federal awards consistent with the requirements of Section 200.515 Audit Reporting, paragraph (d)(3).

6. The auditee is responsible for follow-up and corrective action on all audit findings. As part of this responsibility, the auditee must prepare a summary schedule of prior audit findings. The auditee must also prepare a corrective action plan for current year audit findings. The summary schedule of prior audit findings and the corrective action plan must include the reference numbers the auditor assigns to audit findings under Section 200.516 Audit findings, paragraph (c). Since the summary schedule may include audit findings from multiple years, it must include the fiscal year in which the finding initially occurred. The corrective action plan and summary schedule of prior audit findings must include findings relating to the financial statements which are required to be reported in accordance with GAGAS. (2 CFR 200.511 Audit findings follow up)
7. Subrecipients and Contractors – An auditee may simultaneously be a recipient, a subrecipient, and a contractor. Federal awards expended as a recipient or subrecipient are subject to audit under this part. The payments received for goods and services provided as a contractor are not Federal awards. Section 200.330 Subrecipient and contractor determinations sets forth the considerations in determining whether payments constitute a Federal award or a payment for goods or services provided as a contractor. (2 CFR 200.501(f))
8. The FAC is the repository of record for Subpart F – Audit Requirements. The auditee must electronically submit to the FAC the data collection form described in 200.512(b) and the reporting package described in 200.512(c) 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. (2 CFR 200.512)
9. **Auditees must file their single audit report(s) with the State Auditor's Office, Single Audit Division, by sending a copy to [singleaudit@osa.state.mn.us](mailto:singleaudit@osa.state.mn.us), and the program grant manager at the Department of Public Safety within nine months of the fiscal year end.**



FEDERAL EMERGENCY MANAGEMENT AGENCY  
Assurances Non-Construction Programs (Page 1)

Note: Certain of these assurances may not be applicable to your project or program. If you have any questions, please contact the awarding agency. Further, certain Federal awarding agencies may require applicants to certify to additional assurances. If such is the case, you will be notified.

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

1. Has the legal authority to apply for Federal assistance, and the institutional, managerial and financial capability (including funds sufficient to pay the non-Federal share of project costs) to ensure proper planning, management and completion of the project described in this application.
2. 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; and will establish a proper accounting system in accordance with generally accepted accounting standards or agency directives.
3. Will establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance personal or organizational conflict of interest, or personal gain.
4. Will initiate and complete the work within the applicable time frame after receipt of approval of the awarding agency.
5. Will comply with the Intergovernmental Personnel Act of 1970 (42 U.S.C. Section 4728-4763) relating to prescribed standards for merit systems for programs funded under one of the 19 statutes or regulations specified in Appendix A of OPM's Standards for a Merit System of Personnel Administration (5 C.F.R. 900, Subpart F).
6. Will comply with all Federal statutes relating to nondiscrimination. These include but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race, color or national origin; (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. Sections 1681-1683, and 1685-1686), which prohibits discrimination on the basis of sex; (c) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. Section 794), which prohibits discrimination on the basis of handicaps; (d) the Age Discrimination Act of 1975, as amended (42 U.S.C. Sections 6101-6107), which prohibits discrimination on the basis of age; (e) the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse; (f) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism; (g) Sections 523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. 290-dd-3 and 290-ee-3), as amended, relating to confidentiality of alcohol and drug abuse patient records; (h) Title VIII of the Civil Rights Acts of 1968 (42 U.S.C. Section 3601 et seq.), as amended, relating to nondiscrimination in the sale, rental or financing of housing; (i) any other nondiscrimination provisions in the specific statute(s) under which application for Federal assistance is being made; and (j) the requirements of any other nondiscrimination statute(s) which may apply to the application.
7. Will comply, or has already complied, with the requirements of Title II and III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (P.L. 91-646) which provide for fair and equitable treatment of persons displaced or whose property is acquired as a result of Federal or Federally assisted programs. These requirements apply to all interest in real property acquired for project purposes regardless of Federal participation in purchases.
8. Will comply with provisions of the Hatch Act (5 U.S.C. Sections 1501-1508 and 7324-7328) which limit the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.
9. Will comply, as applicable, with the provisions of the Davis-Bacon Act (40 U.S.C. Sections 276a to 276a-7), the Copeland Act (40 U.S.C. Section 276c and 18 U.S.C. Sections 874), and the Contract Work Hours and Safety Standards Act (40 U.S.C. Sections 327-333), regarding labor standards for federally assisted construction subagreements.
10. Will comply, if applicable, with flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973 (P.L. 93-234) which requires recipients in a special flood hazard area to participate in the program and to purchase flood insurance if the total cost of insurable construction and acquisition is \$10,000 or more.

FEDERAL EMERGENCY MANAGEMENT AGENCY  
Assurances Non-Construction Programs (Page 2)

11. Will comply with environmental standards which may be prescribed pursuant to the following: (a) institution of environmental quality control measures under the National Environmental Policy Act of 1969 (P.L. 91-190) and Executive Order (EO) 11514; (b) notification of violating facilities pursuant to EO 11738; (c) protection of wetlands pursuant to EO 11990; (d) evaluation of flood hazards in floodplains in accordance with EO 11988; (e) assurance of project consistency with the approved State management program developed under the Coastal Zone Management Act of 1972 (16 U.S.C. Section 1451 et seq.); (f) conformity of Federal actions to State (Clean Air) Implementation Plans under Section 176(c) of the Clean Air Act of 1955, as amended (42 U.S.C. Section 7401 et seq.); (g) protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended, (P.L. 93-523); and (h) protection of endangered species under the Endangered Species Act of 1973, as amended, (P.L. 93-205).
12. Will comply with the Wild and Scenic Rivers Act of 1968 (16 U.S.C. Section 1271 et seq.) related to protecting components or potential components of the national wild and scenic rivers system.
13. Will assist the awarding agency in assuring compliance with Section 106 of the National Historic Preservation Act of 1966, as amended (16 U.S.C. 470), EO 11593 (identification and protection of historic properties), and the Archaeological and Historic Preservation Act of 1974 (16 U.S.C. 469a-1 et seq.).
14. Will comply with P.L. 93-348 regarding the protection of human subjects involved in research, development, and related activities supported by this award of assistance.
15. Will comply with the Laboratory Animal Welfare Act of 1966 (P.L. 89-544, as amended, 7 U.S.C. 2131 et seq.) pertaining to the care, handling, and treatment of warm blooded animals held for research, teaching, or other activities supported by this award of assistance.
16. Will comply with the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. Section 4801 et seq.) which prohibits the use of lead based paint in construction or rehabilitation of residence structures.
17. Will cause to be performed the required financial and compliance audits in accordance with the Single Audit Act of 1996 and OMB Circular No. A-133, "Audits of States, Local Governments and Non-Profit Organizations."
18. Will comply with all applicable requirements of all other Federal laws, executive orders, regulations and policies governing this program.

U.S. Department of Homeland Security  
Washington, D.C. 20472



**AGREEMENT ARTICLES**  
**Homeland Security Grant Program**

**GRANTEE:** MN Homeland Security and Emergency Management  
**PROGRAM:** Homeland Security Grant Program  
**AGREEMENT NUMBER:** EMW-2018-SS-00019-S01

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**Article I - Summary Description of Award**

The purpose of the FY 2018 HSGP is to support state and local efforts to prevent terrorism and other catastrophic events and to prepare the Nation for the threats and hazards that pose the greatest risk to the security of the United States. The HSGP provides funding to implement investments that build, sustain, and deliver the 32 core capabilities essential to achieving the National Preparedness Goal of a secure and resilient Nation. Among the five basic homeland security missions noted in the DHS Quadrennial Homeland Security Review, HSGP supports the goal to Strengthen National Preparedness and Resilience.

The building, sustainment, and delivery of these core capabilities are not exclusive to any single level of government, organization, or community, but rather, require the combined effort of the whole community. This HSGP award consists of State Homeland Security Program (SHSP) funding in the amount of \$3,980,00, Urban Area Security Initiative (UASI) funding in the amount of \$5,000,000, and Operation Stonegarden (OPSG) funding in the amount of \$1,090,000. The following counties shall receive Operation Stonegarden subawards for the following amounts: Carlton, \$100,000; Cook, \$150,000; Kittson, \$150,000; Koochiching, \$150,000; Lake, \$120,000; Lake of the Woods, \$120,000; Roseau, \$120,000; St. Louis, \$180,000. These grant programs fund a range of activities, including planning, organization, equipment purchase, training, exercises, and management and administration across all core capabilities and mission areas.

**Article II - Operation Stonegarden Program Hold**

The recipient is prohibited from drawing down or reimbursing sub-recipients of Operation Stonegarden (OPSG) funding provided through this award until each unique, specific, or modified county level, tribal or equivalent Operations Order or Fragmentary Order (Frago) has been reviewed by FEMA/GPD and Customs and Border Protection/United States Border Patrol (CBP/USBP). The recipient will receive the official notification of approval from FEMA/GPD.

**Article III - Fusion Center Investment Hold**

A programmatic hold is placed on Investment #5 and the amount of \$585,000 Urban Area Security Initiative (UASI) funds are on hold in the FEMA financial systems. The recipient is prohibited from drawing down UASI funds for and the subrecipient is prohibited from obligating or expending UASI funds in support of the Twin Cities Urban Area Fusion Center. To release this hold, the recipient is required to submit the Fusion Center Addendum, which captures requirements for all Fusion Center investments, per pages 48-50 of the FY 2018 HSGP Notice of Funding Opportunity. Please contact your DHS/FEMA GPD Headquarters Program Analyst to receive a copy of the Addendum, and to receive further guidance on the steps required to release this hold.

**Article IV - Fusion Center Investment Hold**

A programmatic hold is placed on Investment #1 and the amount of \$40,000 State Homeland Security Grant Program (SHSP) funds are on hold in the FEMA financial systems. The recipient is prohibited from drawing down SHSP funds for and the

subrecipient is prohibited from obligating or expending SHSP funds in support of the Minnesota State Fusion Center. To release this hold, the recipient is required to submit the Fusion Center Addendum, which captures requirements for all Fusion Center investments, per pages 48-50 of the FY 2018 HSGP Notice of Funding Opportunity. Please contact your DHS/FEMA GPD Headquarters Program Analyst to receive a copy of the Addendum, and to receive further guidance on the steps required to release this hold.

#### **Article V - Acceptance of Post Award Changes**

In the event FEMA determines that changes are necessary to the award document after an award has been made, including changes to period of performance or terms and conditions, recipients will be notified of the changes in writing. Once notification has been made, any subsequent request for funds will indicate recipient acceptance of the changes to the award. Please call the FEMA/GMD Call Center at (866) 927-5646 or via e-mail to [ASK-GMD@dhs.gov](mailto:ASK-GMD@dhs.gov) if you have any questions.

#### **Article VI - Procurement of Recovered Materials**

Recipients must comply with Section 6002 of the *Solid Waste Disposal Act*, as amended by the *Resource Conservation and Recovery Act*. 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.

#### **Article VII - Whistleblower Protection Act**

Recipients must comply with the statutory requirements for whistleblower protections (if applicable) at 10 U.S.C Section 2409, 41 U.S.C. 4712, and 10 U.S.C. Section 2324, 41 U.S.C. Sections 4304 and 4310.

#### **Article VIII - Use of DHS Seal, Logo and Flags**

Recipients must obtain permission from their DHS FAO, 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.

#### **Article IX - USA Patriot Act of 2001**

Recipients 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. Sections 175-175c.

#### **Article X - Universal Identifier and System of Award Management (SAM)**

Recipients are required to comply with the requirements set forth in the government-wide financial assistance award term regarding the System for Award Management and Universal Identifier Requirements located at 2 C.F.R. Part 25, Appendix A.

#### **Article XI - Reporting of Matters Related to Recipient Integrity and Performance**

If the total value of the recipient's currently active grants, cooperative agreements, and procurement contracts from all federal assistance offices exceeds \$10,000,000 for any period of time during the period of performance of this federal financial assistance award, the recipient 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.

#### **Article XII - Rehabilitation Act of 1973**

Recipients must comply with the requirements of Section 504 of the *Rehabilitation Act of 1973*, (29 U.S.C. Section 794), as amended, which provides that no otherwise qualified handicapped individuals in the United States will, solely by reason of the handicap, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance.

#### **Article XIII - Trafficking Victims Protection Act of 2000**

Recipients must comply with the requirements of the government-wide award term which implements Section 106(g) of the *Trafficking Victims Protection Act of 2000*, (TVPA) as amended by 22 U.S.C. Section 7104. The award term is located at 2 C.F.R. Section 175.15, the full text of which is incorporated here by reference.

#### **Article XIV - Terrorist Financing**

Recipients must comply with [E.O. 13224](#) and U.S. law 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.

#### **Article XV - SAFECOM**

Recipients receiving federal financial assistance awards made under programs that provide emergency communication equipment and its related activities must comply with the [SAFECOM](#) Guidance for Emergency Communication Grants, including provisions on technical standards that ensure and enhance interoperable communications.

#### **Article XVI - Reporting Subawards and Executive Compensation**

Recipients are required to comply with the requirements set forth in the government-wide Award Term on Reporting Subawards and Executive Compensation located at [2 C.F.R. Part 170, Appendix A](#), the full text of which is incorporated here by reference in the award terms and conditions.

#### **Article XVII - Debarment and Suspension**

Recipients are subject to the non-procurement debarment and suspension regulations implementing Executive Orders (E.O.) [12549](#) and [12689](#), and [2 C.F.R. Part 180](#). These regulations restrict federal financial assistance awards, subawards, and contracts with certain parties that are debarred, suspended, or otherwise excluded from or ineligible for participation in federal assistance programs or activities.

#### **Article XVIII - Copyright**

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

#### **Article XIX - Civil Rights Act of 1964 - Title VI**

Recipients must comply with the requirements of Title VI of the *Civil Rights Act of 1964* (42 U.S.C. Section 2000d et seq.), which provides that no person in the United States will, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance. DHS implementing regulations for the Act are found at [6 C.F.R. Part 21](#) and [44 C.F.R. Part 7](#).

#### **Article XX - Best Practices for Collection and Use of Personally Identifiable Information (PII)**

Recipients who collect PII are required to have a publically-available privacy policy that describes standards on the usage and maintenance of PII they collect. 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. Recipients may also find the DHS Privacy Impact Assessments: [Privacy Guidance](#) and [Privacy template](#) as useful resources respectively.

#### **Article XXI - Americans with Disabilities Act of 1990**

Recipients must comply with the requirements of Titles I, II, and III of the *Americans with Disabilities Act*, which prohibits recipients from discriminating on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities. (42 U.S.C. Sections 12101- 12213).

#### **Article XXII - Age Discrimination Act of 1975**

Recipients must comply with the requirements of the *Age Discrimination Act of 1975* (Title 42 U.S. Code, Section 6101 et seq.), which prohibits discrimination on the basis of age in any program or activity receiving federal financial assistance.

#### **Article XXIII - Activities Conducted Abroad**

Recipients 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.

## **Article XXIV - Acknowledgment of Federal Funding from DHS**

Recipients must acknowledge their 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.

## **Article XXV - DHS Specific Acknowledgements and Assurances**

All recipients, subrecipients, successors, transferees, and assignees must acknowledge and agree to comply with applicable provisions governing DHS access to records, accounts, documents, information, facilities, and staff.

1. Recipients must cooperate with any compliance reviews or compliance investigations conducted by DHS.
2. Recipients must give DHS access to, and the right to examine and copy, records, accounts, and other documents and sources of information related to the federal financial assistance award and permit access to facilities, personnel, and other individuals and information as may be necessary, as required by DHS regulations and other applicable laws or program guidance.
3. Recipients must submit timely, complete, and accurate reports to the appropriate DHS officials and maintain appropriate backup documentation to support the reports.
4. Recipients must comply with all other special reporting, data collection, and evaluation requirements, as prescribed by law or detailed in program guidance.
5. If, during the past three years, recipients have been accused of discrimination on the grounds of race, color, national origin (including limited English proficiency (LEP)), sex, age, disability, religion, or familial status, recipients must provide a list of all such proceedings, pending or completed, including outcome and copies of settlement agreements to the DHS FAO and the DHS Office of Civil Rights and Civil Liberties (CRCL) by e-mail at [crcl@hq.dhs.gov](mailto:crcl@hq.dhs.gov) or by mail at U.S. Department of Homeland Security Office for Civil Rights and Civil Liberties Building 410, Mail Stop #0190 Washington, D.C. 20528.
6. In the event courts or administrative agencies make a finding of discrimination on grounds of race, color, national origin (including LEP), sex, age, disability, religion, or familial status against the recipient, or recipients settle a case or matter alleging such discrimination, recipients must forward a copy of the complaint and findings to the DHS FAO and the CRCL office by e-mail or mail at the addresses listed above.

The United States has the right to seek judicial enforcement of these obligations.

## **Article XXVI - Assurances, Administrative Requirements, Cost Principles, and Audit Requirements**

DHS financial assistance recipients must complete either the OMB Standard Form) Standard Form 424B Assurances - Non-Construction Programs, or OMB Standard Form 424D Assurances - Construction Programs as applicable. Certain assurances in these documents may not be applicable to your program, and the DHS financial assistance office (DHS FAO) may require applicants to certify additional assurances. Applicants are required to fill out the assurances applicable to their program as instructed by the awarding agency. Please contact the DHS FAO if you have any questions.

DHS financial assistance recipients are required to follow the applicable provisions of the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards located at Title 2, Code of Federal Regulations, Part 200, and adopted by DHS at 2 C.F.R. Part 3002.

## **Article XXVII - Patents and Intellectual Property Rights**

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

## **Article XXVIII - Notice of Funding Opportunity Requirements**

All of the instructions, guidance, limitations, and other conditions set forth in the Notice of Funding Opportunity (NOFO) for this program are incorporated here by reference in the award terms and conditions. Recipients must comply with any such requirements set forth in the program NOFO.

## **Article XXIX - Non-supplanting Requirement**



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

#### **Article XXX - Nondiscrimination in Matters Pertaining to Faith-Based Organizations**

It is DHS policy to ensure the equal treatment of faith-based organizations in social service programs administered or supported by DHS or its component agencies, enabling those organizations to participate in providing important social services to beneficiaries. Recipients must comply with the equal treatment policies and requirements contained in 6 C.F.R. Part 19 and other applicable statutes, regulations, and guidance governing the participations of faith-based organizations in individual DHS programs.

#### **Article XXXI - National Environmental Policy Act**

Recipients must comply with the requirements of the National Environmental Policy Act (NEPA) and the Council on Environmental Quality (CEQ) Regulations for Implementing the Procedural Provisions of NEPA, which requires recipients to use all practicable means within their authority, and consistent with other essential considerations of national policy, to create and maintain conditions under which people and nature can exist in productive harmony and fulfill the social, economic, and other needs of present and future generations of Americans.

#### **Article XXXII - Lobbying Prohibitions**

Recipients must comply with 31 U.S.C. Section 1352, which provides that none of the funds provided under a federal financial assistance award may be expended by the recipient to pay any person to influence, or attempt to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with any federal action related to a federal award or contract, including any extension, continuation, renewal, amendment, or modification.

#### **Article XXXIII - Limited English Proficiency (Civil Rights Act of 1964, Title VI)**

Recipients must comply with the *Title VI of the Civil Rights Act of 1964* (42 U.S.C. Section 2000d et seq.) prohibition against discrimination on the basis of national origin, which requires that recipients of federal financial assistance take reasonable steps to provide meaningful access to persons with limited English proficiency (LEP) to their programs and services. For additional assistance and information regarding language access obligations, please refer to the DHS Recipient Guidance <https://www.dhs.gov/guidance-published-help-department-supported-organizations-provide-meaningful-access-people-limited> and additional resources on <http://www.lep.gov>.

#### **Article XXXIV - Hotel and Motel Fire Safety Act of 1990**

In accordance with Section 6 of the *Hotel and Motel Fire Safety Act of 1990*, (15 U.S.C. Section 2225a), recipients 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. Section 2225).

#### **Article XXXV - Fly America Act of 1974**

Recipients must comply with Preference for U.S. Flag Air Carriers (air carriers holding certificates under 49 U.S.C. Section 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. Section 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.

#### **Article XXXVI - Federal Leadership on Reducing Text Messaging while Driving**

Recipients are encouraged to adopt and enforce policies that ban text messaging while driving as described in E.O. 13513, including conducting initiatives described in Section 3(a) of the Order when on official government business or when performing any work for or on behalf of the federal government.

#### **Article XXXVII - Federal Debt Status**

Recipients are 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](#).)

#### **Article XXXVIII - False Claims Act and Program Fraud Civil Remedies**

Recipients must comply with the requirements of The False Claims Act (31 U.S.C. Section 3729-3733) which prohibits the submission of false or fraudulent claims for payment to the federal government. (See 31 U.S.C. Section 3801-3812 which details the administrative remedies for false claims and statements made.)

#### **Article XXXIX - Energy Policy and Conservation Act**

Recipients must comply with the requirements of The Energy Policy and Conservation Act (42 U.S.C. Section 6201) which contain policies relating to energy efficiency that are defined in the state energy conservation plan issued in compliance with this Act.

#### **Article XL - Education Amendments of 1972 (Equal Opportunity in Education Act) - Title IX**

Recipients must comply with the requirements of Title IX of the Education Amendments of 1972 (20 U.S.C. Section 1681 et seq.), which provide that no person in the United States will, on the basis of sex, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any educational program or activity receiving federal financial assistance. DHS implementing regulations are codified at [6 C.F.R. Part 17](#) and [44 C.F.R. Part 19](#)

#### **Article XLI - 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 recipients 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.

#### **Article XLII - Drug-Free Workplace Regulations**

Recipients must comply with drug-free workplace requirements in Subpart B (or Subpart C, if the recipient is an individual) of [2 CFR part 3001](#), which adopts the Government-wide implementation ([2 CFR part 182](#)) of sec. 5152-5158 of the Drug-Free Workplace Act of 1988 (Pub. L. 100-690, Title V, Subtitle D; 41 U.S.C. 8101).

#### **Article XLIII - Civil Rights Act of 1968**

Recipients must comply with [Title VIII of the Civil Rights Act of 1968](#), which prohibits recipients from discriminating in the sale, rental, financing, and advertising of dwellings, or in the provision of services in connection therewith, on the basis of race, color, national origin, religion, disability, familial status, and sex (See 42 U.S.C. Section 3601 et seq.), as implemented by the Department of Housing and Urban Development at [24 C.F.R. Part 100](#). The prohibition on disability discrimination includes the requirement that new multifamily housing with four or more dwelling units-i.e., the public and common use areas and individual apartment units (all units in buildings with elevators and ground-floor units in buildings without elevators)-be designed and constructed with certain accessible features. (See [24 C.F.R. Section 100.201](#).)

#### **Article XLIV - Prior Approval for Modification of Approved Budget**

Before making any change to the DHS/FEMA approved budget for this award, you must request prior written approval from DHS/FEMA where required by [2 C.F.R. Section 200.308](#). For awards with an approved budget greater than the simplified acquisition threshold as defined at [2 C.F.R. Section 200.88](#) (currently \$250,000), you may not transfer funds among direct cost categories, programs, functions, or activities without prior written approval from DHS/FEMA where the cumulative amount of such transfers exceeds or is expected to exceed ten percent (10%) of the total budget DHS/FEMA last approved. You must report any deviations from your DHS/FEMA approved budget in the first Federal Financial Report (SF-425) you submit following any budget deviation, regardless of whether the budget deviation requires prior written approval.

#### **Article XLV - Disposition of Equipment Acquired Under the Federal Award**

When original or replacement equipment acquired under this award by the recipient or its sub-recipients is no longer needed for the original project or program or for other activities currently or previously supported by DHS/FEMA, you must request instructions from DHS/FEMA to make proper disposition of the equipment pursuant to 2 C.F.R. Section 200.313.