



Tuesday, August 12, 2025 / 6:30 PM / City Hall / 405 East El Monte Way, Dinuba

District 1	District 2	District 3	District 4	District 5
Rachel Nerio- Guerrero Mayor	Maribel Reynosa Council Member	Benjamin Prado Vice Mayor	Kuldip Thusu Council Member	Linda Launer Council Member

All attendees are advised that electronic devices should be placed on silent upon entering the Council Chambers.

The City Council will take action on all items listed on the agenda.

1. OPENING CEREMONIES

1.1. Welcome and Call to Order

1.2. Invocation

1.3. Pledge of Allegiance

2. AGENDA CHANGES OR DELETIONS

To better accommodate members of the public or convenience in the order of presentation, items on the agenda may not be presented or acted upon in the order listed. Additions to Agenda may be added only pursuant to California Government Code section 54954.2(b).

3. REQUEST TO ADDRESS COUNCIL

This portion of the meeting is reserved for any person who would like to address the Council on any item that is not on the agenda. Please be advised that State law does not allow the City Council to discuss or take any action on any issue not on the agenda. The City Council may direct staff to follow up on such item(s). Speakers are limited to three (3) minutes. If there is any person wishing to address the City Council at this time please approach the podium and state your name and nature of the request.

4. CONSENT CALENDAR

Matters listed under the Consent Calendar are considered routine and will be enacted by one motion and one vote. There will be no separate discussion of these items. If discussion is desired, a member of the audience or a Council Member may request an item be removed from the Consent Calendar and it will be considered separately.

4.1. SUBJECT

Approval of City Council Meeting Minutes (MA)

RECOMMENDATION

Council to review and approve the City Council meeting of July 8, 2025 as presented.

4.2. SUBJECT

Notice of Completion - Vineyard Estates Subdivision (JW)

RECOMMENDATION

Council to accept Vineyard Estates Subdivision public improvements as complete and authorize the City Engineer to file a Notice of Completion with the Tulare County Recorder's Office.

4.3. SUBJECT

Resolution No. 2025-41 Authorizing Subaward Agreement for FY 2024 State Homeland Security Grant (GC)

RECOMMENDATION

Council to approve Resolution No. 2025-41 authorizing Subaward Equipment Agreement with the County of Tulare for the purchase of (2) MSA G1 SCBA Rapid Intervention Crew packs in the amount of \$16,500 from the FY 2024 State Homeland Security Grant Program.

4.4. SUBJECT

Authorization to Execute an Agreement Between the City of Dinuba and Valley Regional Occupational Program (GC)

RECOMMENDATION

Council to Authorize the City Manager to execute an agreement between the City of Dinuba and Valley Regional Occupational Program (VROP) to provide emergency medical technician (EMT) field training.

4.5. SUBJECT

Award Well 18 Improvements Project and Adopt Resolution No. 2025-42 and Approving FY 25/26 Budget Amendment No. 2026-01 (GA)

RECOMMENDATION

Council to approve the following actions by one motion:

1. Award Well 18 Improvements Project to Logan Bros Pump & Ag, Inc. in the amount of \$90,492; and,

2. Adopt Resolution No. 2025-42 approving Budget Amendment No. 2026-1 for FY 25/26 to fund the subject project.

4.6. SUBJECT

Resolution No. 2025-43, Authorization to Purchase Real Property (APN: 014-171-010) (DJ)

RECOMMENDATION

Council to adopt Resolution No. 2025-43 authorizing the purchase of real property located at 1051 East El Monte Way (APN: 014-171-010)

4.7. SUBJECT

Resolution No. 2025-44 Acknowledging Acceptance of a report on the Dinuba Fire Department's compliance with SB 1205 and California Health and Safety Code Section 13146.4 (GC)

RECOMMENDATION

Council to adopt Resolution No. 2025-44 accepting the Annual Fire Inspection Compliance Report for Fiscal Year 2024/2025 and confirming the City's compliance

with the California Health and Safety Code pursuant to Senate Bill 1205.

5. WARRANT REGISTER

5.1. SUBJECT

Warrant Register July 11, 18, 25, August 1 & 8, 2025 (KS)

RECOMMENDATION

Council to review and approve the Warrant Register as presented.

6. PUBLIC HEARING

- 6.1. Ordinance No. 2025-02, Amending Chapters 6.28, 6.32, 6.50, 6.76, Title 6 (“ANIMALS”), Concerning the Regulation of Animals, Licensing and Permitting of Animals and Commercial Animal Establishments, Impounding of Animals, and the Sale or Transfer of Dogs (CML)**

7. DEPARTMENT REPORTS

7.1. SUBJECT

Authorization to Purchase Amenities for Entertainment Plaza Renovation Project (JW)

RECOMMENDATION

Council to authorize the Parks & Community Services Director to purchase amenities for the Entertainment Plaza Renovation Project.

7.2. SUBJECT

Fiscal Year 2024/25 Cash and Investment Report for the Quarter Ending June 30, 2025 (KS)

RECOMMENDATION

Council to review and accept the City of Dinuba Cash and Investment report for the fourth quarter of fiscal year 2024/25.

7.3. SUBJECT

Resolution 2025-45 Designating Commercial Truck Parking Locations (GA)

RECOMMENDATION

Council confirm designated commercial truck parking locations.

7.4. SUBJECT

Request for co-sponsorship of Dinuba Chamber of Commerce Raisin Day Event to be held on September 26-27, 2025 (DJ)

RECOMMENDATION

Council to consider a request by the Dinuba Chamber of Commerce to co-sponsors the Raisin Day event at Rose Ann Vuich Park to be held on September 26-27, 2025.

8. MAYOR/COUNCIL REPORTS

9. CITY MANAGER COMMUNICATIONS

10. CITY STAFF COMMUNICATIONS

11. CLOSED SESSION

11.1. Conference with Labor Negotiators (MA)

Pursuant to GC Subdivision 54957.6; Agency designated representatives: Maria Alaniz; Karina Solis; Luis Patlan; Daniel James

Employee Organizations: City Employees; Police Officers' Association; Firefighters' Association; and Unrepresented Employees

11.2. Conference with Real Property Negotiators

12. ADJOURNMENT

This agenda was posted at least 72 hours prior to the regular meeting per GC Section 54954.2(a). A Citizens' Packet regarding this meeting is available at the City Clerk's Office located at City Hall, 405 East El Monte Way, Dinuba CA 93618.

In compliance with the Americans with Disabilities Act, if special assistance is needed to participate in the meeting, please contact the City Clerk's Office at 559-591-5900. Please provide at least 48 hours notification prior to the meeting to allow staff to make reasonable arrangements. (28 CFR 35.102-35.104 ADA Title II)

559.591.5900 / FAX 559.591.5902 . e-mail address: info@dinuba.ca.gov. www.dinuba.org



City Council Staff Report

Department: CITY MANAGER'S OFFICE

August 12, 2025

To: Mayor and City Council
From: Maria Alaniz, City Clerk/HR Director
By: Lupe Montejano, Billing & Collections Supervisor
Subject: Approval of City Council Meeting Minutes (MA)

RECOMMENDATION:

Council to review and approve the City Council meeting of July 8, 2025 as presented.

EXECUTIVE SUMMARY:

None.

OUTSTANDING ISSUES:

None.

DISCUSSION:

None.

FISCAL IMPACT:

None.

PUBLIC HEARING:

None required.

ATTACHMENTS:

1. City Council Meeting Minutes, July 8, 2025



**July 8, 2025
MINUTES**

COUNCIL MEMBERS PRESENT:

Rachel Nerio-Guerrero, Maribel Reynosa, Linda Launer

COUNCIL MEMBERS ABSENT:

Benjamin Prado, Kuldip Thusu

STAFF MEMBERS PRESENT:

Alaniz, Avila, Chastain, Iriarte, James, Lew, Montejano, Solis

1. Work Session - 6:00 PM

1.1. SUBJECT

Update on city-wide Capital Improvement Projects (JW)

RECOMMENDATION

Council to receive information on planned city-wide Capital Improvement Projects for FY 2025/26.

City Engineer Watts presented the fiscal year 2025/2026 Capital Improvement Projects.

2. OPENING CEREMONIES

2.1. Welcome and Call to Order

Mayor Nerio-Guerrero called the meeting to order at 6:30 p.m.

2.2. Invocation

The Invocation was led by Chaplain Garcia.

2.3. Pledge of Allegiance

The Pledge of Allegiance was led by Mayor Nerio-Guerrero.

3. AGENDA CHANGES OR DELETIONS

To better accommodate members of the public or convenience in the order of presentation, items on the agenda may not be presented or acted upon in the order listed. Additions to Agenda may be added only pursuant to California Government Code section 54954.2(b).

None.

4. REQUEST TO ADDRESS COUNCIL

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does not allow the City Council to discuss or take any action on any issue not on the agenda. The City Council may direct staff to follow up on such item(s). Speakers are limited to three (3) minutes. If there is any person wishing to address the City Council at this time please approach the podium and state your name and nature of the request.

None.

5. CONSENT CALENDAR

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5.1. SUBJECT

Approval of City Council Meeting Minutes (MA)

RECOMMENDATION

Council to review and approve the City Council meeting of June 24, 2025.

5.2. SUBJECT

Adopt Resolution No. 2025-40 to Accept the California Highway Patrol's Cannabis Tax Fund Grant Program (CTFGP) Award (AI)

RECOMMENDATION

Council to adopt Resolution No. 2025-40 accepting grant funding from the State of California Highway Patrol (CHP) in the amount of \$29,693.41.

5.3. SUBJECT

Notice of Completion - Viscaya Park Improvements Project (JW)

RECOMMENDATION

Council to accept the Viscaya Park Improvements Project as complete and authorize the City Engineer to file a Notice of Completion with the Tulare County Recorder's Office.

5.4. SUBJECT

Participation in the Intergovernmental Transfer Program (IGT) with the California Department of Health Care Services (DHCS) for EMS Ambulance Transport Services Reimbursements (KS).

RECOMMENDATION

Council adopt Resolution No. 2025-39 approving the agreement regarding the participation in the 2024 Intergovernmental Transfer Program (IGT) with the California Department of Health Care Services for EMS Ambulance Transport Services reimbursements and authorizing the City Manager to execute all agreements associated with the program.

A motion was made by Council Member Launer, seconded by Council Member Reynosa, to review and approve the Consent Calendar as presented.

Ayes: Rachel Nerio-Guerrero, Maribel Reynosa, Linda Launer

Absent: Benjamin Prado, Kuldip Thusu

6. WARRANT REGISTER

6.1. SUBJECT

Warrant Register June 27 & July 3, 2025 (KS)

RECOMMENDATION

Council to review and approve the Warrant Register as presented.

A motion was made by Council Member Launer, seconded by Council Member Reynosa, to review and approve the Warrant Register.

Ayes: Rachel Nerio-Guerrero, Maribel Reynosa, Linda Launer

Absent: Benjamin Prado, Kuldip Thusu

7. DEPARTMENT REPORTS

7.1. SUBJECT

Meeder Public Funds Investment Funding (KS)

RECOMMENDATION

City Council to receive a report on potential investment allocation scenarios prepared by Meeder Public Funds and provide input and direction as necessary.

Administrative Service Director Solis introduced Ben Sehy, Director of Advisory Services at Meeder Public Funds Investment Funding. Sehy presented potential investment scenarios and recommendations for future investments. Solis requested guidance from the Council on the investment amount.

The Council elected to invest 20 million. Solis shared that future investment reports will be given to the Council every quarter, and that the contract with Meeder is month-to-month and can be canceled at any time.

7.2. SUBJECT

Award of Contract - Whitney Water Main Improvements Project (JW)

RECOMMENDATION

Council to award the contract for the Whitney Water Main Improvements Project to West Valley Construction Company, Inc. in the amount of \$494,990.00 and authorize the City Manager or designee to execute the contract documents.

City Engineer, Watts, presented the contract award for the Whitney Water Main Improvement Project to West Valley Construction Company, Inc., for a base bid of \$494,990. Authorizing up to 10% in change orders as customary.

A motion was made by Council Member Launer, seconded by Council Member Reynosa, to award the contract for the Whitney Water Main Improvements Project to West Valley Construction Company, Inc., for \$494,990 and authorize the City Manager or designee to execute the contract documents.

Ayes: Rachel Nerio-Guerrero, Maribel Reynosa, Linda Launer

Absent: Benjamin Prado, Kuldip Thusu

7.3. SUBJECT

Conceptual Median Layouts and Intersection Solutions (JW)

RECOMMENDATION

Staff recommends that the City Council review the conceptual median layouts

for Kamm Avenue and El Monte Way and improvement options for the El Monte/Randle intersection, and provide direction on a preferred concept.

City Engineer Watts presented the conceptual median layout for Kamm Avenue and El Monte Way, and the improvement options for the El Monte Randle intersection for suggestions and direction from the Council.

8. MAYOR/COUNCIL REPORTS

The Council shared about the community events and meetings they have attended.

9. CITY MANAGER COMMUNICATIONS

Assistant City Manager James thanked staff for making the Independence Day Celebration a success. James reported that Chipotle will hold a soft opening on July 16th, and a Grand Opening is set for July 17th. James provided an update on time off.

10. CITY STAFF COMMUNICATIONS

City Attorney Lew shared his scheduled time off from July 16-23, 2025.

Fire Chief Chastain gave an update on this year's fireworks detail, including 108 pounds of confiscated illegal fireworks and 38 citations. Chastain shared that Fire Captain Ryan Willson was deployed to the Saddle Incident.

Parks and Community Service Director Hurtado thanked all city departments and staff for their support during the Independence Celebration. Hurtado reported that staff counted 1,634 vehicles at the event.

City Engineer Watts gave an update on new and ongoing projects.

Public Works Director Avila shared his scheduled time off from July 14-25, 2025.

11. ADJOURNMENT

The meeting was adjourned at 7:27 p.m.

[MIN_SIGNATURES]



City Council Staff Report

Department: ENGINEERING

August 12, 2025

To: Mayor and City Council
From: Watts Jason, City Engineer
By: Watts Jason, City Engineer
Subject: Notice of Completion - Vineyard Estates Subdivision (JW)

RECOMMENDATION:

Council to accept Vineyard Estates Subdivision public improvements as complete and authorize the City Engineer to file a Notice of Completion with the Tulare County Recorder's Office.

EXECUTIVE SUMMARY:

The subdivision improvements for Vineyard Estates Subdivision have been completed in accordance with the requirements of the subdivision agreement and as specifically set forth in the plans and specifications approved by the City. The filing of a Notice of Completion will allow the performance securities provided by the developer to be released thirty-five (35) days after recordation.

OUTSTANDING ISSUES:

None

DISCUSSION:

The tentative tract map for the Vineyard Estates Subdivision was originally approved by the City on February 28, 2023. This map included a total of 63 residential lots located on the east side of Englehart Avenue (Road 72), just north of Saginaw Avenue. Although the map was initially approved, the project was never developed due to the housing market collapse in 2008 and the subsequent Great Recession in 2009, which halted construction activities.

Following the resurgence of development activity, the subdivision has now been completed. On August 5, 2025, the City's Public Works Inspector conducted a final inspection of the site and confirmed that all required public improvements have been completed in accordance with City standards and are suitable for permanent maintenance.

The final map for Vineyard Estates is included as Exhibit 'A'. In accordance with the executed subdivision agreement, the developer has provided the required one-year maintenance bond to ensure the continued integrity of the improvements during the maintenance period.

It is recommended that the City Council formally accept the completed public improvements and authorize the City Engineer to file the Notice of Completion—attached to this report as Attachment 'B'—with the Tulare County Recorder's Office. Upon recordation, the performance securities for this tract will be eligible for release 35 days thereafter, in accordance with standard procedures.

FISCAL IMPACT:

None

PUBLIC HEARING:

None

ATTACHMENTS:

1. A. Vineyard Estates Subdivision Final Map
2. B. Notice of Completion - Vineyard Estates

DRAWING: S:\2021\LD021012\Survey\Record Data\Maps\21012_FMO1.dwg; layout1 -- LDC--Civil.ctb
PLOT BY: acastregon Feb 21, 2023 -- 4:01 pm

OWNER’S STATEMENT:

THE UNDERSIGNED, BEING ALL PARTIES HAVING ANY RECORD TITLE INTEREST IN THE LAND WITHIN THIS SUBDIVISION, HEREBY CONSENT TO THE PREPARATION AND RECORDATION OF THIS MAP AND OFFER FOR DEDICATION FOR PUBLIC USE THE PARCELS AND EASEMENTS SPECIFIED THEREIN.

THE REAL PROPERTY DESCRIBED BELOW IS DEDICATED IN FEE FOR PUBLIC PURPOSES IN FAVOR OF THE CITY OF DINUBA:

1. THE PORTION OF N. ENGLEHART AVE (ROAD 72) AS SHOWN WITHIN THE BOUNDARY OF THE SUBDIVISION HEREIN FOR PUBLIC STREET AND UTILITY PURPOSES.

THE REAL PROPERTY DESCRIBED BELOW IS DEDICATED AS AN EASEMENT FOR PUBLIC PURPOSES IN FAVOR OF THE CITY OF DINUBA:

2. OUTLOT D AN EASEMENT FOR PUBLIC UTILITY PURPOSES.
3. EMERGENCY VEHICLE ACCESS AND WATER UTILITY PURPOSES.

THE REAL PROPERTY DESCRIBED BELOW IS DEDICATED IN FEE TO VINEYARD ESTATES COMMUNITY ASSOCIATION:

4. OUTLOTS A, B, AND C FOR OPEN SPACE PURPOSES.
5. OUTLOT D FOR PRIVATE STREET PURPOSES.

THE REAL PROPERTY DESCRIBED BELOW IS DEDICATED AS AN EASEMENT TO VINEYARD ESTATES COMMUNITY ASSOCIATION:

6. PUBLIC UTILITY EASEMENTS FOR PUBLIC UTILITY INSTALLATION AND MAINTENANCE PURPOSES, AND DESIGNATED AS "PUE" HEREIN.

MBN HOMES LLC
A CALIFORNIA LIMITED LIABILITY COMPANY

BY: _____
JAIME L. MARQUEZ, MEMBER _____
DATE _____

NOTARY ACKNOWLEDGMENT:

A NOTARY PUBLIC OR OTHER OFFICER COMPLETING THIS CERTIFICATE VERIFIES ONLY THE IDENTITY OF THE INDIVIDUAL WHO SIGNED THE DOCUMENT TO WHICH THIS CERTIFICATE IS ATTACHED, AND NOT THE TRUTHFULNESS, ACCURACY, OR VALIDITY OF THAT DOCUMENT.

STATE OF CALIFORNIA }
COUNTY OF _____ }

ON _____, BEFORE ME, _____, NOTARY PUBLIC,
PERSONALLY APPEARED _____
WHO PROVED TO ME ON THE BASIS OF SATISFACTORY EVIDENCE TO BE THE PERSON(S) WHOSE NAME(S) IS/ARE SUBSCRIBED TO THE WITHIN INSTRUMENT AND ACKNOWLEDGED TO ME THAT HE/SHE/THEY EXECUTED THE SAME IN HIS/HER/THEIR AUTHORIZED CAPACITY(IES), AND THAT BY HIS/HER/THEIR SIGNATURE(S) ON THE INSTRUMENT THE PERSON(S), OR THE ENTITY UPON BEHALF OF WHICH THE PERSON(S) ACTED, EXECUTED THE INSTRUMENT.

I CERTIFY UNDER PENALTY OF PERJURY UNDER THE LAWS OF THE STATE OF CALIFORNIA THAT THE FOREGOING PARAGRAPH IS TRUE AND CORRECT.

WITNESS MY HAND

SIGNATURE _____

NAME _____

MY COMMISSION NO. _____ MY COMMISSION EXPIRES _____

PRINCIPAL PLACE OF BUSINESS _____COUNTY _____

CITY PLANNING COMMISSION STATEMENT:

APPROVED BY THE PLANNING COMMISSION OF THE CITY OF DINUBA IN ACCORDANCE WITH REQUIREMENTS OF LAW IN A DULY AUTHORIZED MEETING HELD _____

CRYSTAL FLORES, SECRETARY _____
DATE _____

RIGHT-TO-FARM STATEMENT:

IN ACCORDANCE WITH SECTION 10.160.040 OF THE CITY OF TULARE ORDINANCE CODE, AND AS A CONDITION OF APPROVAL OF THE ABOVE REFERENCED PARCEL MAP,SUBDIVISION MAP, OR USE PERMIT, THE OWNER HEREBY ACKNOWLEDGE THAT:

IF THE PROPERTY IN WHICH YOU ARE TAKING AN INTEREST IS LOCATED ADJACENT TO AGRICULTURAL LANDS OR OPERATIONS, OR IS INCLUDED WITHIN AN AREA ZONED FOR AGRICULTURAL PURPOSES, YOU MAY BE SUBJECT TO INCONVENIENCES OR DISCOMFORT ARISING FROM SUCH OPERATIONS INCLUDING, BUT NOT LIMITED TO: NOISE, ODORS, FUMES, DUST, SMOKE, INSECTS, OPERATIONS OF MACHINERY (INCLUDING AIRCRAFT) DURING ANY 24-HOUR PERIOD, STORAGE AND DISPOSAL OF MANURE, AND THE APPLICATION (BY SPRAYING OR OTHERWISE) OF CHEMICAL FERTILIZERS, SOIL AMENDMENTS, HERBICIDES, AND PESTICIDES. ONE OR MORE OF THE INCONVENIENCES DESCRIBED HEREIN MAY OCCUR AS A RESULT OF ANY SUCH AGRICULTURAL OPERATION WHICH IS IN CONFORMANCE WITH EXISTING LAWS AND REGULATIONS AND ACCEPTED CUSTOMS AND STANDARDS. IF YOU LIVE ADJACENT TO AN AGRICULTURAL OPERATION, YOU SHOULD BE PREPARED TO ACCEPT SUCH INCONVENIENCES AND DISCOMFORT AS A NORMAL AND NECESSARY ASPECT OF LIVING IN A CITY WITH A STRONG RURAL CHARACTER AND AN ACTIVE AGRICULTURAL SECTOR IN THE REGION.

FINAL MAP OF
VINEYARD ESTATES
A PLANNED UNIT DEVELOPMENT

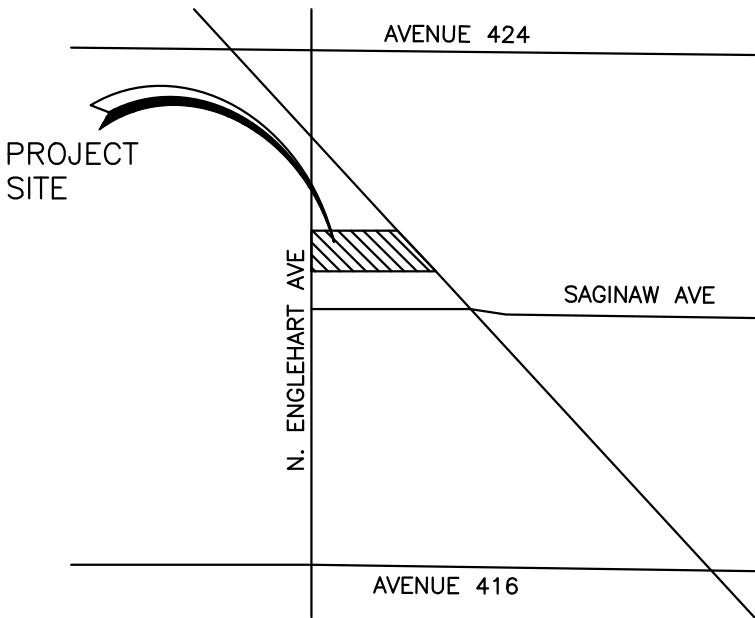
OF VESTING TENTATIVE MAP VINEYARD ESTATES
IN THE CITY OF DINUBA, COUNTY OF TULARE, STATE OF CALIFORNIA
SURVEYED AND PLATTED IN MAY 2021, BY LANDDESIGN CONSULTING

CONSISTING OF TWO SHEETS
SHEET ONE OF TWO SHEETS

LEGAL DESCRIPTION

THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE CITY OF DINUBA, COUNTY OF TULARE, STATE OF CALIFORNIA AND IS DESCRIBED AS FOLLOWS:

PARCEL 1 OF PARCEL MAP NO. 4586, IN THE CITY OF DINUBA, COUNTY OF TULARE, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 46, PAGE 91 OF PARCEL MAPS, TULARE COUNTY RECORDS.



THIS PROPERTY IS SUBJECT TO THE FOLLOWING:

1. AN EASEMENT AFFECTING THAT PORTION OF SAID LAND AND FOR THE PURPOSES STATED HEREIN AND INCIDENTAL PURPOSES AS SHOWN ON THE MAP FILED OCTOBER 12, 1901 IN BOOK 2 OF MAPS, AT PAGE 97
FOR : ALTA DITCH
AFFECTS : WESTERLY PORTION
2. AGREEMENT FOR A RIGHT OF WAY FOR DITCH, EXECUTED BY W. FREEMAN AND BETWEEN M. B. CRAWFORD, ET AL, ON THE TERMS, COVENANTS AND CONDITIONS CONTAINED THEREIN. DATED APRIL 23, 1908; RECORDED APRIL 28, 1908 IN BOOK 11 OF CONTRACTS, PAGE 375.
3. WILLIAMSON ACT – LAND CONSERVATION CONTRACT, AS FOLLOWS:
CITY/COUNTY : TULARE
LANDOWNER : GARCIA FAMILY INC., A CALIFORNIA CORPORATION
RECORDED : FEBRUARY 15, 1983 IN BOOK 4042 OF OFFICIAL RECORDS, PAGE 409 UNDER INSTRUMENT NO 7295, CONTRACT/FILE NO : 12919
AND AS MODIFIED BY A NOTICE OF IMPLEMENTATION UNDER WILLIAMSON ACT, RECORDED DECEMBER 5, 2011, DOCUMENT NO. 2011-0075369, OFFICIAL RECORDS COUNTY OF TULARE.
AND AS MODIFIED BY A NOTICE OF IMPLEMENTATION UNDER WILLIAMSON ACT, RECORDED DECEMBER 17, 2013, DOCUMENT NO. 2013-0079674, OFFICIAL RECORDS COUNTY OF TULARE.
AND AS MODIFIED BY A NOTICE OF NONRENEWAL LAND USE CONTRACT OR AGREEMENT, RECORDED MARCH 15, 2022, DOCUMENT NO. 2022-0016784, OFFICIAL RECORDS COUNTY OF TULARE.
AND AS MODIFIED BY A CERTIFICATE OF TENTATIVE CANCELLATION, RECORDED MARCH 30, 2022, DOCUMENT NO. 2022-0019985, OFFICIAL RECORDS COUNTY OF TULARE.
A CERTIFICATE OF CANCELLATION OF WILLIAMSON ACT CONTRACT NO. 12919 RECORDED APRIL 18, 2022, DOCUMENT NO. 2022-0023312, OFFICIAL RECORDS COUNTY OF TULARE.

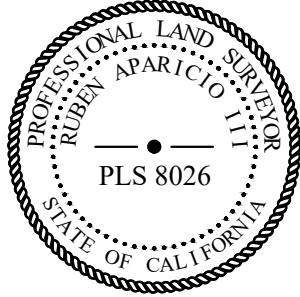
SUBDIVISION AGREEMENT

THIS SUBDIVISION TRACT IS AFFECTED BY AN AGREEMENT WITH THE CITY OF DINUBA RECORDED _____, _____ AS DOCUMENT NO. _____ OFFICIAL RECORDS OF TULARE COUNTY.

SOILS ENGINEER STATEMENT

I HEREBY CERTIFY THAT THE SOILS REPORT WAS PREPARED BY ME IN _____, 20____, IN ACCORDANCE WITH THE PROVISIONS OF STATE AND LOCAL STATUTES.

BY: SEE’S CONSULTING & TESTING, INC. _____
DATE _____



SURVEYOR’S STATEMENT

THIS MAP WAS PREPARED BY ME OR UNDER MY DIRECTION AND IS BASED UPON A FIELD SURVEY IN CONFORMANCE WITH THE REQUIREMENTS OF THE SUBDIVISION MAP ACT AND LOCAL ORDINANCE AT THE REQUEST OF MBN HOMES LLC ON MAY 21, 2021. I HEREBY STATE THAT THIS FINAL MAP SUBSTANTIALLY CONFORMS TO THE APPROVED OR CONDITIONALLY APPROVED TENTATIVE MAP, IF ANY. ALL MONUMENTS ARE OF THE CHARACTER AND OCCUPY THE POSITIONS INDICATED AND ARE SUFFICIENT TO ENABLE THE SURVEY TO BE RETRACED. THE MONUMENTS NOT YET SET, WILL BE SET WITHIN ONE YEAR OF RECORDATION OF THIS MAP.

RUBEN APARICIO III, P.L.S. 8026 _____
DATE _____

CITY ENGINEER’S STATEMENT

I HEREBY STATE THAT I HAVE EXAMINED THIS MAP, THAT THE SUBDIVISION SHOWN IS SUBSTANTIALLY THE SAME AS IT APPEARED ON THE TENTATIVE MAP AND ANY APPROVED ALTERATIONS THEREOF, THAT ALL PROVISIONS OF THE SUBDIVISION MAP ACT AND LOCAL ORDINANCES APPLICABLE AT THE TIME OF THE APPROVAL OF THE TENTATIVE MAP HAVE BEEN COMPLIED WITH AND THAT I AM SATISFIED THAT THE MAP IS TECHNICALLY CORRECT.

BY: _____
JASON WATTS, PE 85594
CITY ENGINEER _____
DATE _____

CITY SURVEYOR’S STATEMENT

I HEREBY STATE THAT I HAVE CAREFULLY EXAMINED THIS MAP AND AM SATISFIED THAT THIS MAP IS TECHNICALLY CORRECT, PURSUANT TO THE PROVISIONS OF THE SUBDIVISION MAP ACT

BY: _____
RANDY WASNICK, PLS 8163 (EXP. 12/31/2024) _____
DATE _____

BOARD OF SUPERVISOR’S STATEMENT

I, JASON T. BRITT, COUNTY ADMINISTRATIVE OFFICER/CLERK OF THE BOARD OF SUPERVISORS OF THE COUNTY OF TULARE, STATE OF CALIFORNIA, DO HEREBY CERTIFY THAT SAID BOARD OF SUPERVISORS HAS APPROVED THE PROVISIONS MADE FOR THE PAYMENT OF TAXES AS PROVIDED IN DIVISION 2 OF TITLE 7 OF THE GOVERNMENT CODE OF THE STATE OF CALIFORNIA.

DATED THIS _____ DAY OF _____, 20____.

JASON T. BRITT, TULARE COUNTY ADMINISTRATIVE OFFICER/CLERK OF THE BOARD OF SUPERVISORS

BY: _____
DEPUTY CLERK _____

CITY CLERK STATEMENT

THIS IS TO CERTIFY THAT AT A REGULAR MEETING OF THE CITY COUNCIL OF THE CITY OF DINUBA HELD ON THE _____ DAY OF _____, 20____, AN ORDER WAS DULY AND REGULARLY MADE AND ENTERED APPROVING THIS MAP AND SUBDIVISION AND ACCEPTING ON BEHALF OF THE PUBLIC, SUBJECT TO IMPROVEMENTS, ALL PARCELS OF LAND, STREETS AND EASEMENTS OFFERED FOR DEDICATION FOR PUBLIC USE IN CONFORMITY WITH THE TERMS OF THE OFFER OF DEDICATION.

WITNESS MY HAND AND OFFICIAL SEAL OF THE CITY OF DINUBA THIS _____ DAY OF _____, 20____.

BY: _____
MARIA ALANIZ, CITY CLERK _____
DATE _____

RECORDER’S STATEMENT

DOCUMENT NO. _____ FEE PAID _____
FILED THIS _____ DAY OF _____, 20____,
AT _____ M. IN VOLUME _____ OF MAPS, AT PAGES _____,
T.C.R., AT THE REQUEST OF LANDDESIGN CONSULTING.

TARA FREITAS, CPA
TULARE COUNTY ASSESSOR/CLERK-RECORDER

BY: _____
DEPUTY _____



4950 E. YALE AVE. FRESNO, CA 93727
TEL (559) 538-3402

FINAL MAP OF VINEYARD ESTATES A PLANNED UNIT DEVELOPMENT

OF VESTING TENTATIVE MAP VINEYARD ESTATES
IN THE CITY OF DINUBA, COUNTY OF TULARE, STATE OF CALIFORNIA
SURVEYED AND PLATTED IN MAY 2021, BY LANDDESIGN CONSULTING

CONSISTING OF TWO SHEETS
SHEET TWO OF TWO SHEETS

BASIS OF BEARINGS

THE WEST LINE OF THE NORTHWEST QUARTER OF SECTION 7, TOWNSHIP 16 SOUTH, RANGE 24 EAST, MOUNT DIABLO BASE AND MERIDIAN, TAKEN TO BE N00°00'00"E AS SHOWN ON PARCEL MAP NO. 4586 RECORDED IN BOOK 46 OF PARCEL MAPS AT PAGE 91, TULARE COUNTY RECORDS.

FD. 1/2" REBAR NO TAG DN. 0.2' ACCEPTED AS THE NORTHEAST CORNER PARCEL 1 OF PARCEL MAP NO. 4586

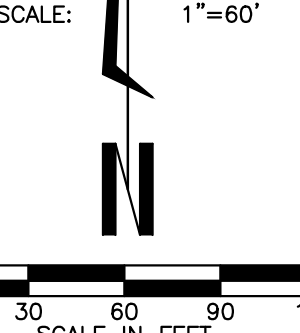
NOTES

- SET 3/4" IRON PIPE, 6" DOWN, TAGGED PLS 8026 AT ALL LOT CORNERS, ANGLE POINTS, AND POINTS OF CURVATURE.
- OUTLOTS A, B, AND C ARE FOR OPEN SPACE PURPOSES DEDICATE IN FAVOR OF VINEYARD ESTATES COMMUNITY ASSOCIATION.
- OUTLOT D IS FOR PRIVATE STREET PURPOSES DEDICATED IN FAVOR OF VINEYARD ESTATES COMMUNITY ASSOCIATION.
- AN EASEMENT TO THE CITY OF DINUBA FOR PUBLIC UTILITY PURPOSES OVER AND ACROSS OUTLOT D PER THIS MAP.
- SET 5" WITNESS MONUMENT ON CENTERLINE.
- SET 6.9'X6.9' WITNESS MONUMENT ON CENTER OF KNUCKLE.

LEGEND:

- MONUMENT FOUND AND ACCEPTED UNLESS OTHERWISE NOTED.
- NOW OFFERED FOR DEDICATION IN FEE TO THE CITY OF DINUBA FOR PUBLIC STREET PURPOSES.
- SET 5" WITNESS CORNER 3/4" IRON PIPE, 6" DOWN, TAGGED PLS 8026, 5' FROM TRUE LOT CORNER.
- SET 3/4" IRON PIPE, 4" DOWN, TAGGED PLS 8026, PER CITY STD E-7, TYPE B, AT CENTERLINE, AS SHOWN OR NOTED.
- SET 3/4" IRON PIPE, 6" DOWN, TAGGED PLS 8026, 5'X5' WITNESS.
- EXISTING DITCH EASEMENT TO ALTA COLONY AS PER MAP RECORDED IN BOOK 2 OF MAPS AT PAGE 97 T.C.R.
- EXISTING EASEMENT TO THE COUNTY OF TULARE FOR ROAD PURPOSES RECORDED IN BOOK 7, OF RIGHT OF WAY, PAGE 81 T.C.R.
- AN EASEMENT TO THE CITY OF DINUBA FOR EMERGENCY VEHICLE ACCESS AND WATER UTILITY PURPOSES OVER AND ACROSS LOT 9 PER THIS MAP.
- () RECORD DATA PER PARCEL MAP NO. 4586 RECORDED IN BOOK 46 OF PARCEL MAPS AT PAGE 91, TULARE COUNTY RECORDS.
- T.C.R. TULARE COUNTY RECORDS.
- PUE PUBLIC UTILITY EASEMENT NOW OFFERED FOR DEDICATION FOR PUBLIC USE IN FAVOR VINEYARD ESTATES COMMUNITY ASSOCIATION
- BLUE BORDER INDICATES THE LIMITS OF THIS SUBDIVISION.

- CENTERLINE
- SECTION LINE
- EXISTING PROPERTY LINE
- PROPERTY LINE
- EASEMENT



CURVE TABLE				
CURVE #	LENGTH	RADIUS	DELTA	TANGENT
C1	22.66'	25.00'	51°56'14"	12.18'
C2	16.61'	25.00'	38°03'46"	8.62'
C3	39.27'	25.00'	90°00'00"	25.00'
C4	30.15'	19.19'	90°00'00"	19.19'
C5	30.15'	19.19'	90°00'00"	19.19'
C6	23.27'	25.00'	53°19'19"	12.55'
C7	16.00'	25.00'	36°40'41"	8.29'
C8	39.27'	25.00'	90°00'00"	25.00'
C9	30.15'	19.19'	90°00'00"	19.19'

CURVE TABLE				
CURVE #	LENGTH	RADIUS	DELTA	TANGENT
C10	30.15'	19.19'	90°00'00"	19.19'
C11	32.24'	120.00'	15°23'34"	16.22'
C12	40.46'	120.00'	19°19'07"	20.42'
C13	24.92'	120.00'	11°53'54"	12.50'
C14	97.62'	120.00'	46°36'35"	51.69'
C15	82.90'	101.90'	46°36'35"	43.90'
C16	5.90'	83.80'	4°02'10"	2.95'
C17	62.27'	83.80'	42°34'25"	32.65'
C18	21.03'	102.00'	11°48'41"	10.55'

CURVE TABLE				
CURVE #	LENGTH	RADIUS	DELTA	TANGENT
C19	36.33'	102.00'	20°24'31"	18.36'
C20	19.88'	102.00'	11°10'12"	9.97'
C21	77.24'	102.00'	43°23'24"	40.58'
C22	63.54'	83.90'	43°23'25"	33.38'
C23	49.83'	65.80'	43°23'25"	26.18'
C24	15.61'	19.19'	46°36'35"	8.27'
C25	30.15'	19.19'	90°00'00"	19.19'
C26	30.15'	19.19'	90°00'00"	19.19'
C27	68.17'	83.80'	46°36'35"	36.10'

RADIAL TABLE	
RADIAL #	DIRECTION
R1	N35° 49' 30"W
R2	N16° 14' 45"E
R3	N35° 33' 51"E
R4	N4° 53' 21"E
R5	N59° 16' 27"E
R6	N79° 40' 58"E
R7	S38° 54' 56"W

LINE TABLE		
LINE #	LENGTH	BEARING
L1	70.01'	N89° 13' 10"W
L2	70.01'	N89° 08' 50"W
L3	5.00'	N89° 13' 10"W
L4	10.03'	N5° 28' 27"E
L5	14.14'	S44° 08' 50"E
L6	10.03'	N86° 13' 53"E
L7	10.03'	N3° 46' 07"W
L8	14.14'	N45° 51' 10"E
L9	10.03'	N84° 31' 33"W

LINE TABLE		
LINE #	LENGTH	BEARING
L10	10.03'	N84° 31' 33"W
L11	14.14'	N45° 51' 10"E
L12	10.03'	N3° 46' 07"W
L13	10.03'	N86° 13' 53"E
L14	14.14'	N44° 08' 50"W
L15	10.03'	N5° 28' 27"E



4950 E. YALE AVE. FRESNO, CA 93727
TEL (559) 538-3402

RECORDING REQUESTED
AND RETURN TO:

CITY OF DINUBA
PUBLIC WORKS DEPARTMENT
405 E. EL MONTE WAY
DINUBA, CA 93618

No Fee per Government Code 6103

NOTICE OF COMPLETION

NOTICE IS HERE BY GIVEN:

1. That the City of Dinuba, a Municipal Corporation, whose address is 405 E. El Monte Way, Dinuba, California, is the owner of the real property, public works or structure hereinafter described.

2. That on the 5th of August 2025, a work of improvements on real property hereinafter described was completed pursuant to a Contract to which Chapter 5 of Part I of Division 5, of the Public Contract Code applies.

3. That the name of the Contractor who performed said work of improvements pursuant to said Contract with the City of Dinuba is MBN Homes, LLC. The surety is SureTec Insurance Company, a corporation organized and existing under the laws of the State of Houston 2103 Citywest Boulevard, Suite 1300 Houston, Texas 77042.

4. That the real property or public works or structure is described as follows:

**City of Dinuba
Vineyard Estates Subdivision**

The project consisted of the installation/construction of domestic water, sanitary sewer, storm drain, curb and gutter, sidewalk, landscape and irrigation, street construction, and street lighting.

5. That the Nature of the owner's interest or estate is: In Fee

Dated: _____, 2025

CITY OF DINUBA
A Municipal Corporation

By _____
Jason Watts, PE Dinuba City Engineer

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF CALIFORNIA)
) SS
COUNTY OF TULARE)

Subscribed and sworn to (or affirmed) before me this _____ day of _____, 2025, by Jason Watts, City Engineer of the City of Dinuba, a Municipal Corporation, proved to me on the basis of satisfactory evidence to be the person who appeared before me.

Notary Public in and for the County of Tulare,
State of California



City Council Staff Report

Department: FIRE SERVICES

August 12, 2025

To: Mayor and City Council

From: Greg Chastain, Fire Chief

By:

Subject: Resolution No. 2025-41 Authorizing Subaward Agreement for FY 2024 State Homeland Security Grant (GC)

RECOMMENDATION:

Council to approve Resolution No. 2025-41 authorizing Subaward Equipment Agreement with the County of Tulare for the purchase of (2) MSA G1 SCBA Rapid Intervention Crew packs in the amount of \$16,500 from the FY 2024 State Homeland Security Grant Program.

EXECUTIVE SUMMARY:

The City of Dinuba was awarded a State Homeland Security Grant totaling \$16,500 to purchase (2) MSA G1 SCBA Rapid Intervention Crew packs to be placed on fire apparatus. The packs contain a mask and a supply of breathing air, intended for use in rescuing fire personnel during a mayday situation.

OUTSTANDING ISSUES:

None.

DISCUSSION:

Tulare County received grant funding from the California State Homeland Security Grant Program to enhance the capabilities of state and local first responders. As a sub-recipient of grant funds, the Fire Department will use the funds to place Rapid Intervention Crew packs on fire apparatus. The packs contain a mask and a supply of breathing air, intended for use in rescuing fire personnel during a mayday situation.

Resolution No. 2025-41 and the Subaward Equipment Agreement are enclosed herein as Attachment 'A' and Attachment 'B', respectively.

FISCAL IMPACT:

None.

PUBLIC HEARING:

ATTACHMENTS:

1. Attachment 'A'
2. Attachment 'B'

RESOLUTION 2025-41

**A RESOLUTION OF THE CITY COUNCIL
OF THE CITY OF DINUBA AUTHORIZING THE FIRE DEPARTMENT TO USE FY 2024
STATE HOMELAND SECURITY GRANT SUBAWARD FUNDING FOR THE ACQUISITION
OF (2) MSA G1 SCBA RAPID INTERVENTION CREW PACKS**

WHEREAS, the County of Tulare applied to the California Governor's Office of Emergency Services for a FY 2024 State Homeland Security Grant Program grant; and,

WHEREAS, as a sub-recipient of the sub award #2024-0088 grant, the City of Dinuba was awarded \$16,500 from State funds through the FY 2024 California State Homeland Security Grant Program through Federal grants from the Department of Homeland Security; and,

WHEREAS, the monies are to be expended for the enhancement of services by the Fire Department to the betterment of the community by allowing the purchase of equipment,

NOW, THEREFORE, BE IT RESOLVED, the Dinuba City Council is hereby committed to ensure that these funds are properly expended as follows:

Fire Department Equipment- (2) MSA G1 SCBA RAPID INTERVENTION CREW PACKS

IN WITNESS THEREOF, I, Rachel Nerio-Guerrero, Mayor of the City of Dinuba have hereunto set my hand and caused the great seal of the City of Dinuba to be affixed, on this ____ day of _____ two-thousand-twenty-five.

PASSED AND ADOPTED this ____ day of _____, 20____ by the following vote:

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

Mayor

ATTEST:

City Clerk

FY 2024 HOMELAND SECURITY GRANT



DINUBA FIRE DEPARTMENT



Cal OES
GOVERNOR'S OFFICE
OF EMERGENCY SERVICES



BINDER CONTENTS

- A. Sub-Recipient Grant Award Letter
- B. Grant Award Equipment Workbook Page
- C. Quick Tips
- D. Reimbursement Request Packet
- E. FY 2024 Homeland Security Grant Program (HSGP) Notice of Funding Opportunity
- F. FY 2024 California Supplement to the Federal Funding Opportunity Announcement and Application Kit
- G. Tulare County SHSGP FY 24 Award Letter
- H. Approval Authority Contact List
- I. SAM (Debarment) Requirements
- J. DHS Preparedness Grants Manual
- K. FY 2024 SHSGP Sub-Recipient Grant Assurances
- L. P25 Requirements FAQ (*Interoperable Communications projects only*)
- M. SAFECOM Guidance (*Interoperable Communications projects only*)
- N. Sole Source Request Form



Office of Emergency Services

5957 South Mooney Boulevard, Visalia, California 93277
(559) 624-8000 Telephone (559) 624-7499 Facsimile

May 8, 2025

Chief Greg Chastain
Dinuba Fire Department
496 E Tulare St
Dinuba, CA 93618
Gchastain@dinuba.ca.gov

Subject: NOTIFICATION OF SUBRECIPIENT AWARD

FY 2024 State Homeland Security Grant Program (SHSGP)
Subaward #: 2024-0088, Cal OES ID: 107-00000
Subaward Period of Performance: 9/01/2024 to 5/31/2027

Dear Chief Chastain,

Please accept this letter as the official subaward notification for the Dinuba Fire Department, UEI #N4X5N69ZX1M4, from the FY 2024 State Homeland Security Grant Program.

A summary of your subaward follows:

- **Project 004** – (2) SCBA PPE: \$16,500.

Please see the attached Grant Award Equipment Workbook page for the approved equipment and corresponding AEL number(s). Your agency has only been approved to purchase equipment listed on the Grant Award Equipment Workbook page.

As a condition of funding, your agency must accept the Subaward Agreement regarding FY 2024 State Homeland Security Grant Program Funding for Equipment, Planning, Administration, Training and Exercises. This agreement must be signed by your governing body and accompanied by a copy of the governing body's resolution accepting the agreement.

For all grant-funded procurement, your agency must adhere to the terms contained within the above-referenced agreement, all relevant State and Federal laws and regulations. In particular, you must adhere to the most restrictive procurement standard on each topic, for each procurement, between the following:

- a. Your jurisdiction's ordinances and formally adopted procurement policies.
- b. State law; and
- c. The Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (Title 2, Code of Federal Regulations [CFR] Part 200, including but not limited to such sections as 2 CFR §200.320 "Methods of procurement to be followed")

For activities flagged for additional review on the Grant Award Workbook page (e.g., Environmental Planning and Historic Preservation, Allowability Requests, Aviation, Performance Bond, etc.), your agency shall not incur costs until you and Tulare County OES receive written approval from Cal OES removing the hold.

This subaward is subject to all provisions of 2 CFR Part 200, including Subpart F - Audit Requirements. Any funds received in excess of current needs, approved amounts, or those found owed as a result of a final review or audit, must be refunded to the State within 30 days upon receipt of an invoice.

All activities, invoices, and payments for the awarded activities must be dated within the performance period to be eligible for reimbursement. Reimbursement requested after April 30 of each year may be delayed until the following Fiscal Year; please plan accordingly and be prepared to accrue reimbursement if submitting during this time.

The final deadline for completed reimbursement requests to be submitted is February 26, 2027, to allow time for grant close-out activities.

Requests for reimbursement, questions, or information requests should be submitted to the OES Grant Administrator at OESGrants@tularecounty.ca.gov or at:

Office of Emergency Services
Tulare County HHSA
5957 South Mooney Boulevard
Visalia, California 93277

Sincerely Yours,



Sabrina Bustamante
Emergency Services Manager

2024 HOMELAND SECURITY GRANT AWARD

SUBAWARD #: 2024-0088, CAL OES ID: 107-00000

EQUIPMENT AWARD FOR SUBRECIPIENT

Project	Description & Quantity	AEL# / Feedback Number	AEL Title / Activity	Discipline	Vendor 3 Quotes	Total Cost	Hold Trigger
004	(2) MSA UEBSS G1 Rit Extendaire II system, 4500	01AR-01-SCBA	SCBA, CBRN	FS	Bauer Compressors	\$ 16,500	No
TOTAL AWARD AMOUNT						\$ 16,500	

QUICK TIPS

FOR HOMELAND SECURITY GRANT RECIPIENTS

Do NOT purchase anything until you have received an award letter from Tulare County OES

- You must conduct a search on the [System for Award Management \(SAM\)](#) website prior to entering into an agreement with any vendor for HSGP-related expenses. Verification must be provided (i.e. printed search results) upon submission of a reimbursement request to show that the vendor was not debarred or suspended during the time of service for your awarded project(s). If it is discovered that the vendor was debarred or suspended during that time, your project will not be reimbursed.
- If your project involves/requires a contract, you must provide the contractor a copy of the Cal OES Standard Grant Assurances for that grant cycle, and stipulate that they must abide by the terms of those assurances.
- Your project may be placed on [conditional hold](#) by the State even though the grant was approved. DO NOT proceed with any part of your award purchase until you receive authorization from Tulare County OES that the conditional hold has been released. This can be due to Sole Source or EHP reviews.
- All [invoices](#) must be dated after the date printed on the Tulare County OES award letter or they will not be reimbursed.
- You may only purchase the [equipment](#) listed on the Equipment Workbook page provided with your award letter. Any deviation from the approved equipment and/or AEL number will not be reimbursed.
- A [performance period](#) is issued for each project. The ending date of the performance period is the ending date of your award. No purchases are allowed after this date.
- [Environmental and Historic Preservation \(EHP\) reviews](#) must be approved before you initiate the purchasing process. If documentation shows that purchases occurred prior to receiving EHP approval, those purchases will not be reimbursed.
- All public safety communications equipment must be [P25-compliant](#). NO EXCEPTIONS.

- You must obtain a [performance bond](#) for any equipment item over \$250,000 or any vehicle, aircraft or watercraft, funded with HSGP funds.
- [Sole source procurements](#) must receive prior written approval. Inter-agency agreements between units of government are excluded from this provision.

- [Maintenance contracts and warranties](#) for equipment are allowable costs. You may purchase a maintenance contract or warranty at the time of procurement or at a later time to extend the useful life of the equipment. For example, you may purchase a maintenance contract or warranty from one fiscal year to cover equipment purchased with funding from a different fiscal year. Maintenance contracts must be purchased using funds from FEMA's preparedness grant programs. The term of the maintenance contract or warranty can exceed the period of performance of the grant to which the contract is being charged.

- Most equipment (technology or equipment costing over \$5,000) must be tagged with an [HSGP Inventory sticker](#) issued by Tulare County OES before reimbursement. If applicable to your project(s), you will receive a letter, sticker(s), and an inventory form to complete and return to Tulare County OES.

- Sub-Recipients are responsible for replacing or repairing property and equipment which is willfully or negligently lost, stolen, damaged, or destroyed. Any loss, damage, or theft of the property must be investigated and fully documented and made part of the official project records.

- Your equipment will be [inventoried](#) by Tulare County OES every two years, and compliance is required. If anything is missing, lost or stolen, your department is responsible to replace it. This does not apply to expendable items, such as gloves, masks or other expendable personal protective equipment.

- [Tips](#) will not be reimbursed.
- [Meals](#) will not be reimbursed without prior Cal OES approval.
- [Lodging](#) will be reimbursed according to the Federal per diem rates set for the County and the season. Lodging will not be reimbursed at all if the rate exceeds the amount allowed by the United States General Services Administration, accessible at www.gsa.gov/perdiem.

- All [training](#) must be pre-approved and issued a training tracking number before any costs associated with that training can be incurred.
- [Training Certificates](#) must accompany your reimbursement request.

**TULARE COUNTY OFFICE OF EMERGENCY SERVICES
SUB-GRANTEE PASSTHROUGH TO LOCAL REIMBURSEMENT REQUEST
FY 2024 Homeland Security Grant Program (HSGP)
Award# 2024-0088 OES ID # 107-00000**

*** Reimbursement Request Checklist must be completed and submitted with this form to be eligible for reimbursement**

REIMBURSEMENT REQUEST

SUB-RECIPIENT _____

PROJECT # _____

(one per form)

**MICRO PURCHASE
THRESHOLD** _____

\$ _____

(\$10,000 if unknown)

CLAIM AMOUNT \$ _____

BID THRESHOLD _____

\$ _____

PROCUREMENT TYPE (refer to 2 CFR 200.320 for definitions)

- ☐ **Micro** (under \$10,000 or your Micro Threshold, whichever is higher)
- ☐ **Small** (between \$10,000/your Micro Threshold and \$250,000/your Bid Threshold)
- ☐ **Competitive** (over \$250,000+ or your Bid Threshold, whichever is lower)
- ☐ **Non-Competitive** (per 2 CFR 200.320(c))

Under penalty of perjury, I certify that:

I am duly authorized officer of the claimant herein, that this claim is in all respects true, correct, and in accordance with applicable laws, rules, and regulations, that the services mentioned herein were actually rendered, and that I have not violated any of the provision of government Code Section 1090 to 1096, inclusive.

AUTHORIZED AGENT

Name

E-Mail Address

(559) _____

Title

Telephone Number

(559) _____

Mailing Address

Fax Number

City, State, Zip Code

**

Signature

Date

**

Submit Reimbursement Request to:

[Tulare County Office of Emergency Services](#)

5957 S Mooney Blvd

Visalia CA 93277

559-624-7495 office

OESGrants@tularecounty.ca.gov

Date Received _____

TULARE COUNTY OFFICE OF EMERGENCY SERVICES
SUB-GRANTEE PASSTHROUGH TO LOCAL REIMBURSEMENT REQUEST
FY 2024 Homeland Security Grant Program (HSGP)
Award# 2024-0088 OES ID # 107-00000

REIMBURSEMENT REQUEST CHECKLIST

SYSTEM FOR AWARDS MANAGEMENT (SAM)

For all reimbursements, you **MUST** have verified, and **MUST** re-verify, that each vendor to whom payment was made is **NOT** listed for exclusion or debarment on the U.S. Government's "[System for Awards Management](https://www.sam.gov)" database. Sub-Recipients can verify the party's eligibility by going to the website <http://www.sam.gov> and searching for the party's name. **Print the party's result prior to purchase and submit it with the reimbursement request along with the report generated at the time of the Project Proposal.** If the party is listed for exclusion or debarment on the website, you will **NOT** be eligible for reimbursement.

REIMBURSEMENT ITEMIZATION

ITEM(S)	INVOICE#	CHECK#	AMOUNT
TOTAL			\$ 0.00

ALL REIMBURSEMENTS

Remit to OES:

- ☐ Vendor Quote(s):
 - Micro Purchases: Selected Quote
 - Small Purchases: Selected Quote **and** "an adequate number of price or rate quotations" – **minimum 2 non-selected quotes for the same item (see 2 CFR 200.320(b))**
 - Competitive Bid & Non-Competitive Procurements: All Bid documents, including specifications, advertisements, list of recipients (including minority & women owned businesses), all received bids, required analyses such as cost/price analysis, profit negotiation as separate component of cost (see generally, grant assurances and 2 CFR 200; notably, but not limited to, sections 318, 319, 320, 321, 322, 324, 326, and 327)

- ☐ Procurement history documentation, to include rationale for method of procurement, selection of contract type, contractor selection or rejection, and basis for the contract price (see 2 CFR 200.318(i))
- ☐ Completed Reimbursement Request packet (including this Checklist)
- ☐ **Contracts: Vendor contract with Federally Required terms incorporated.**
- ☐ Copies of all Invoices and Packing Slip(s)
- ☐ Copy of the "[System for Awards Management](#)" search results
- ☐ Copy of the canceled check(s) issued to pay the vendor(s) (front and back, legible)

PLANNING PROJECTS

- ☐ Copies of all reports and deliverables (i.e. final product)

☐

TRAINING REIMBURSEMENTS

- ☐ Complete and detailed Time Studies for any claimed personnel expenses
- ☐ **Vendor contract with Federally Required terms incorporated**
- ☐ Timecards of all personnel who received overtime*, including rate of pay
- ☐ Timecards of all personnel used to backfill*, including rate of pay
- * **Overtime and backfill cannot overlap. Overtime and/or backfill are subject to **PRIOR** approval by the Approval Authority and/or Tulare County OES; approved on a case-by-case basis.**
- ☐ Copies of payroll reports for each claimed pay period
- ☐ Copy of training CERTIFICATE(S) issued Copy of agenda or syllabus
- ☐ All receipts for travel, meals, lodging*

* **Lodging is allowable up to the Federal Per Diem rate per <http://www.gsa.gov>. Lodging will NOT be reimbursed at all if the cost per night exceeds the Federal Per Diem rate. Tips are NOT reimbursable. Alcohol is not allowable. Meals for hosted training must be preapproved by Cal OES.**

EQUIPMENT PROJECTS

Serial numbers of equipment items and deployed address(es) where each item will be used or stored.

**TULARE COUNTY OFFICE OF EMERGENCY SERVICES
SUB-GRANTEE PASSTHROUGH TO LOCAL REIMBURSEMENT REQUEST
FY 2024 Homeland Security Grant Program (HSGP)
Award# 2024-0088 OES ID # 107-00000**

ITEM	COST	SERIAL#	ADDRESS

OES will use the information submitted to provide an Equipment Inventory Tracking Sheet and Homeland Security Asset Tag(s):

- ❑ Complete the Equipment Inventory Tracking Sheet
- ❑ Apply the Homeland Security Asset Tag(s), if applicable
- ❑ Initial, sign and date the Equipment Inventory Tracking Sheet
- ❑ Remit the completed Equipment Inventory Tracking Sheet to OES

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

Release Date: Apr 16, 2024

[Download a PDF Copy of this NOFO](#)

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

Updates in Grant Application Forms:

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

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

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[Updates in Grant Application Forms](#)

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2. Assistance Listings Number



FEMA

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7. Appropriation Authority for Program..
8. Announcement Type.
9. Program Category.
10. Program Overview, Objectives, and Priorities.
11. Performance Measures

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1. Available Funding for the NOFO
2. Projected Number of Awards
3. Period of Performance
4. Projected Period of Performance Start Date(s)
5. Projected Period of Performance End Date(s)
6. Projected Budget Period(s)
7. Funding Instrument Type

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1. Eligible Applicants
2. Applicant Eligibility Criteria.
3. Subawards and Beneficiaries.
 - a. Subaward Allowability.
 - b. Subrecipient Eligibility.
 - c. Other Subaward Information.
 - d. Beneficiaries or Participants.
4. Other Eligibility Criteria/Restrictions.
 - a. National Incident Management System (NIMS) Implementation.
 - b. Emergency Management Assistance Compact (EMAC) Membership.
 - c. Law Enforcement Terrorism Prevention Activities (LETPA)
5. Cost Share or Match.

D. Application and Submission Information



1. Key Dates and Times.
 - a. Application Start Date: 04/16/2024.
 - b. Application Submission Deadline: 06/24/2024 at 5 p.m. ET.
 - c. Anticipated Funding Selection Date: No later than August 23, 2024.
 - d. Anticipated Award Date: No later than September 30, 2024.
 - e. Other Key Dates:
2. Agreeing to Terms and Conditions of the Award.
3. Address to Request Application Package.
4. Requirements: Obtain a Unique Entity Identifier (UEI) and Register in the System for Award Management (SAM.gov)
5. Steps Required to Obtain a Unique Entity Identifier, Register in the System for Award Management (SAM), and Submit an Application
6. Electronic Delivery.
7. How to Register to Apply.
 - a. General Instructions:
 - b. Obtain an UEI Number:
 - c. Obtain Employer Identification Number
 - d. Create a login.gov account:
 - e. Register with SAM:
 - f. Register in FEMA GO, Add the Organization to the System, and Establish the AOR:...
8. Submitting the Application.
9. Timely Receipt Requirements and Proof of Timely Submission.
10. Content and Form of Application Submission.
 - a. Standard Required Application Forms and Information.
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12. Intergovernmental Review..
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 - a. Prohibitions on Expending FEMA Award Funds for Covered Telecommunications Equipment or Services
 - b. Pre-Award Costs.
 - c. Management and Administration (M&A) Costs.
 - d. Indirect Facilities & Administrative (F&A) Costs
 - e. Funds Transfer Restrictions.
 - f. Evaluation Costs



- g. Allowable Cost Matrix for SHSP, UASI, and OPSG.
- h. SHSP and UASI Other Direct Costs.
- i. OPSG Other Direct Costs
- j. Unallowable Costs for SHSP, UASI, and OPSG.

E. Application Review Information

- 1. Application Evaluation Criteria.
 - a. Programmatic Criteria.
 - b. Financial Integrity Criteria.
 - c. Supplemental Financial Integrity Criteria and Review..
- 2. Review and Selection Process.
 - a. SHSP and UASI
 - b. OPSG.

F. Federal Award Administration Information

- 1. Notice of Award.
- 2. Pass-Through Requirements
- 3. Administrative and National Policy Requirements
 - a. DHS Standard Terms and Conditions.
 - b. Ensuring the Protection of Civil Rights
 - c. Environmental Planning and Historic Preservation (EHP) Compliance.
 - d. National Incident Management System (NIMS) Implementation.
 - e. Emergency Communication Investments.
 - f. Mandatory Disclosures
- 4. Reporting.
- 5. Monitoring and Oversight

G. DHS Awarding Agency Contact Information.

- 1. Contact and Resource Information.
 - a. Program Office Contact
 - b. FEMA Grants News
 - c. Grant Programs Directorate (GPD) Award Administration Division.
 - d. FEMA Regional Offices.
 - e. Equal Rights.
 - f. Environmental Planning and Historic Preservation.
- 2. Systems Information.



- a. FEMA GO..
- b. FEMA Preparedness Toolkit

H. Additional Information

- 1. Termination Provisions
 - a. Noncompliance.
 - b. With the Consent of the Recipient
 - c. Notification by the Recipient
- 2. Program Evaluation.
- 3. Financial Assistance Programs for Infrastructure.
 - a. Build America, Buy America Act
 - b. Waivers.
 - c. Definitions.
- 4. Report issues of fraud, waste, abuse.
- 5. National Threat Evaluation and Reporting (NTER) Program Office.
 - a. Behavioral Threat Assessment Integration.
 - b. Nationwide Suspicious Activity Reporting Initiative.

A. Program Description

1. Issued By

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

2. Assistance Listings Number

97.067

3. Assistance Listings Title

Homeland Security Grant Program

4. Funding Opportunity Title



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Fiscal Year 2024 Homeland Security Grant Program (HSGP)

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

5. Funding Opportunity Number

DHS-24-GPD-067-00-98

6. Authorizing Authority for Program

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

7. Appropriation Authority for Program

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

8. Announcement Type

Initial

9. Program Category

Preparedness: Community Security

10. Program Overview, Objectives, and Priorities

a. Overview



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

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

1. State Homeland Security Program (SHSP): SHSP assists state, local, tribal, and territorial (SLTT) efforts to build, sustain, and deliver the capabilities necessary to prevent, prepare for, protect against, and respond to acts of terrorism.

2. Urban Area Security Initiative (UASI): UASI assists high-threat, high-density Urban Area efforts to build, sustain, and deliver the capabilities necessary to prevent, prepare for, protect against, and respond to acts of terrorism.

3. Operation Stonegarden (OPSG): OPSG supports enhanced cooperation and coordination among Customs and Border Protection (CBP), United States Border Patrol (USBP), and federal, state, local, tribal, and territorial law enforcement agencies to improve overall border security. OPSG provides funding to support joint efforts to secure the United States' borders along routes of ingress/egress to and from international borders, to include travel corridors in states bordering Mexico and Canada, as well as states and territories with international water borders. SLTT law enforcement agencies utilize their inherent law enforcement authorities to support the border security mission and do not receive any additional authority by participating in OPSG.



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

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

b. Goals, Objectives, and Priorities

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

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

- Build and sustain core capabilities, including Law Enforcement and Terrorism Prevention Activities and the National Priority Areas (see priorities below);
- Address capability gaps identified in their Threat and Hazard Identification and Risk Assessment (THIRA) and Stakeholder Preparedness Review (SPR) process; and
- Implement a comprehensive and coordinated approach to address enduring security needs of communities that includes planning, training and awareness campaigns, equipment and capital projects, and exercises.



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

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

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

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



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

1. Effective planning^[2];
2. Training and awareness campaigns;
3. Equipment and capital projects; and
4. Exercises.

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

FY 2024 SHSP and UASI Funding Priorities

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

Priority Areas	Core Capabilities	Example Project Types
National Priorities		



Priority Areas	Core Capabilities	Example Project Types
Enhancing Cybersecurity	■ Cybersecurity ■ Intelligence and information sharing ■ Planning ■ Public information and warning ■ Operational coordination ■ Screening, search, and detection ■ Access control and identity verification ■ Supply chain integrity and security ■ Risk management for protection programs and activities ■ Long-term vulnerability reduction ■ Situational assessment ■ Infrastructure systems ■ Operational communications	■ Cybersecurity risk assessments ■ Migrating online services to the “.gov” internet domain ■ Projects that address vulnerabilities identified in cybersecurity risk assessments ■ Improving cybersecurity of critical infrastructure to meet minimum levels identified by the Cybersecurity and Infrastructure Security Agency and the National Institute of Standards and Technology Cybersecurity Framework (Version 1.1) ■ Adoption of cybersecurity performance goals (CISA's Cross-Sector Cybersecurity Performance Goals) ■ Cybersecurity training and planning



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Priority Areas	Core Capabilities	Example Project Types
Enhancing the Protection of Soft Targets/ Crowded Places	■ Operational coordination ■ Public information and warning ■ Intelligence and information sharing ■ Interdiction and disruption ■ Screening, search, and detection ■ Access control and identity verification ■ Physical protective measures ■ Risk management for protection programs and activities	■ Operational overtime. For more information on operational overtime, see Section D of this NOFO. ■ Physical security enhancements ■ Security cameras (closed-circuit television [CCTV]) ■ Security screening equipment for people and baggage ■ Lighting ■ Access controls ■ Fencing, gates, barriers, etc. ■ Unmanned Aircraft Systems and detection technologies



FEMA

Priority Areas	Core Capabilities	Example Project Types
Enhancing information and intelligence sharing and analysis	■ Intelligence and information sharing ■ Interdiction and disruption ■ Planning ■ Public information and warning ■ Operational coordination ■ Risk management for protection programs and activities	■ Fusion Center projects ■ Information sharing with all DHS components; fusion centers; other operational, investigative, and analytic entities; and other federal law enforcement and intelligence entities ■ Cooperation with DHS officials and other entities designated by DHS in intelligence, threat recognition, assessment, analysis, and mitigation ■ Identification, assessment, and reporting of threats of violence ■ Intelligence analysis training and planning ■ Coordinating the intake, triage, analysis, and reporting of tips/ leads and suspicious activity, to include coordination with the Nationwide Suspicious Activity Reporting (SAR) Initiative (NSI)



FEMA

Priority Areas	Core Capabilities	Example Project Types
Combating Domestic Violent Extremism	■ Interdiction and disruption ■ Intelligence and information sharing ■ Planning ■ Public information and warning ■ Operational coordination ■ Risk management for protection programs and activities	■ Open-source analysis of disinformation and misinformation campaigns, targeted violence and threats to life, including tips/leads, and online/social media-based threats ■ Sharing and leveraging intelligence and information, including open-source analysis ■ Development, implementation, and execution of threat assessment and management programs to identify, evaluate, and analyze indicators and behaviors indicative of terrorism and targeted violence ■ Training, awareness, and outreach programs to help identify and prevent radicalization, and report potential instances of terrorism and targeted violence



FEMA

Priority Areas	Core Capabilities	Example Project Types
Enhancing Community Preparedness and Resilience	■ Planning ■ Public Information and Warning ■ Community Resilience ■ Risk Management for Protection Programs and Activities ■ Mass Care Services ■ Intelligence and Information Sharing ■ Risk and Disaster Resilience Assessment ■ Long Term Vulnerability Reduction	■ Establish, train, and maintain Community Emergency Response Teams (CERT) and Teen CERT, with a focus on historically underserved communities, including procurement of appropriate tools, equipment, and training aides ■ Local delivery of CERT Train-the-Trainer and CERT Program Manager to build local program training and maintenance capacity ■ Provide continuity training, such as FEMA's Organizations Preparing for Emergency Needs training, to faith-based organizations, local businesses, and community-based organizations, such as homeless shelters, food pantries, nonprofit medical providers, and senior care facilities to bolster their resilience ■ Partner with local school districts to deliver the Student Tools for Emergency Planning curriculum or other educational programming to guide students on how to create emergency kits and family communications plans ■ Partner with key stakeholders to assist with completing the Emergency Financial First Aid Kit or a similar tool to bolster the disaster centric financial resilience of individuals and households ■ Execute You are the Help Until the Help Arrives workshops in concert with community-based organizations to bolster individual preparedness ■ Target youth preparedness using FEMA programming such as Prepare with Pedro resources and Ready2Help ■ Promote community planning, coordination, and integration of children's needs during emergencies through workshops like FEMA's Integrating the Needs of Children



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Priority Areas	Core Capabilities	Example Project Types
Enhancing Election Security	■ Cybersecurity ■ Intelligence and information sharing ■ Planning ■ Long-term vulnerability reduction ■ Situational assessment ■ Infrastructure systems ■ Operational coordination ■ Community resilience	■ Physical security planning support ■ Physical/site security measures – e.g., locks, shatter proof glass, alarms, access controls, etc. ■ General election security navigator support ■ Cyber navigator support ■ Cybersecurity risk assessments, training, and planning ■ Projects that address vulnerabilities identified in cybersecurity risk assessments ■ Iterative backups, encrypted backups, network segmentation, software to monitor/scan, and endpoint protection ■ Distributed Denial of Service protection ■ Migrating online services to the “.gov” internet domain ■ Online harassment and targeting prevention services ■ Public awareness/preparedness campaigns discussing election security and integrity measures
Enduring Needs		



FEMA

Priority Areas	Core Capabilities	Example Project Types
Planning	■ Planning ■ Risk management for protection programs and activities ■ Risk and disaster resilience assessment ■ Threats and hazards identification ■ Operational coordination ■ Community resilience	■ Development of: ■ Security Risk Management Plans ■ Threat Mitigation Plans ■ Continuity of Operations Plans ■ Response Plans ■ Vulnerability Assessments ■ Assessments should consider the impacts of climate change on investments to close identified security gaps^[3] ■ Efforts to strengthen governance integration between/among regional partners ■ Joint training and planning with DHS officials and other entities designated by DHS ■ Cybersecurity training and planning ■ Revision of existing plans to strengthen community resilience in underserved communities
Training and Awareness	■ Long-term vulnerability reduction ■ Public information and warning ■ Operational coordination ■ Situational assessment ■ Community resilience	■ Active shooter training, including integrating the needs of persons with disabilities ■ Intelligence analyst training ■ SAR and terrorism indicators/behaviors training ■ Security training for employees ■ Public awareness/preparedness campaigns ■ Cybersecurity training and planning ■ Sharing and leveraging intelligence and information ■ Targeted outreach and preparedness training for underserved communities in conjunction with community-based organizations



FEMA

Priority Areas	Core Capabilities	Example Project Types
Equipment and Capital Projects	■ Long-term vulnerability reduction ■ Infrastructure systems ■ Operational communications ■ Interdiction and disruption ■ Screening, search and detection ■ Access control and identity verification ■ Physical protective measures	■ Protection of high-risk, high-consequence areas or systems that have been identified through risk assessments ■ Physical security enhancements ■ Security cameras (CCTV) ■ Security screening equipment for people and baggage ■ Lighting ■ Access Controls ■ Fencing, gates, barriers, etc. ■ Enhancing Weapons of Mass Destruction and/or improvised explosive device prevention, detection, and response capabilities ■ Chemical/Biological/Radiological/Nuclear/Explosive detection, prevention, and response equipment
Exercises	■ Long-term vulnerability reduction ■ Operational coordination ■ Operational communications ■ Community resilience	■ Response exercises, including exercise planning with community-based organizations

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



level information at the time of application, including the National Priority Area IJs, but are not required to do so. ***As a reminder, all SHSP- and UASI-funded projects must have a demonstrated nexus to achieving target capabilities related to preventing, preparing for, protecting against, and responding to acts of terrorism.*** However, such projects may simultaneously support enhanced preparedness for disasters unrelated to acts of terrorism.

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

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

FY 2024 OPSG Funding Priority

Priority Areas	Core Capabilities	Lifelines	Example Project Types
National Priorities			



Priority Areas	Core Capabilities	Lifelines	Example Project Types
Enhancing information and intelligence sharing and analysis, and cooperation with federal agencies, including DHS	■ Intelligence and information sharing	■ Safety and Security	■ Participation in the DHS/ICE 287(g) training program ■ Information sharing with all DHS components; fusion centers; other operational, investigative, and analytic entities; and other federal law enforcement and intelligence entities ■ Cooperation with DHS officials and other entities designated by DHS in intelligence, threat recognition, assessment, analysis, and mitigation ■ Identification, assessment, and reporting of threats of violence ■ Joint intelligence analysis training and planning with DHS officials and other entities designated by DHS

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

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

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



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The [2022-2026 FEMA Strategic Plan](#) outlines three goals designed to position FEMA to address the increasing range and complexity of disasters, support the diversity of communities we serve, and complement the nation's growing expectations of the emergency management community. The HSGP supports FEMA's efforts to achieve equitable outcomes for those we serve (Goal 1) and to promote and sustain a prepared nation (Goal 3). We invite our stakeholders and partners to also adopt these priorities and join us in building a more prepared and resilient nation.

11. Performance Measures

Performance metrics for this program:

SHSP and UASI:

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

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

OPSG:

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

B. Federal Award Information



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

HSGP Programs	FY 2024 Allocation
SHSP	\$373,500,000
UASI	\$553,500,000
OPSG	\$81,000,000
Total	\$1,008,000,000

SHSP Allocations

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

Each state and territory will receive a minimum allocation under the SHSP using thresholds established in the *Homeland Security Act of 2002*, as amended. All 50 States, the District of Columbia, and the Commonwealth of Puerto Rico will receive 0.35% of the total funds allocated for grants under Section 2003 and Section 2004 of the *Homeland Security Act of 2002*, as amended. Each of the four



territories (American Samoa, Guam, the Northern Mariana Islands, and the U.S. Virgin Islands) will receive a minimum allocation of 0.08% of the total funds allocated for grants under Sections 2003 and 2004 of the *Homeland Security Act of 2002*, as amended.

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

FY 2024 SHSP Allocations

State/Territory	FY 2024 Allocation	State/Territory	FY 2024 Allocation
Alabama	\$4,362,750	Montana	\$4,362,750
Alaska	\$4,362,750	Nebraska	\$4,362,750
American Samoa	\$997,200	Nevada	\$4,362,750
Arizona	\$4,362,750	New Hampshire	\$4,362,750



State/Territory	FY 2024 Allocation	State/Territory	FY 2024 Allocation
Arkansas	\$4,362,750	New Jersey	\$6,367,357
California	\$51,332,060	New Mexico	\$4,362,750
Colorado	\$4,362,750	New York	\$61,229,940
Connecticut	\$4,362,750	North Carolina	\$4,576,849
Delaware	\$4,362,750	North Dakota	\$4,362,750
District of Columbia	\$4,576,849	Northern Mariana Islands	\$997,200
Florida	\$8,409,514	Ohio	\$5,571,852
Georgia	\$4,759,790	Oklahoma	\$4,362,750
Guam	\$997,200	Oregon	\$4,362,750
Hawaii	\$4,362,750	Pennsylvania	\$7,322,627



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State/Territory	FY 2024 Allocation	State/Territory	FY 2024 Allocation
Idaho	\$4,362,750	Puerto Rico	\$4,362,750
Illinois	\$12,505,419	Rhode Island	\$4,362,750
Indiana	\$4,362,750	South Carolina	\$4,362,750
Iowa	\$4,362,750	South Dakota	\$4,362,750
Kansas	\$4,362,750	Tennessee	\$4,362,750
Kentucky	\$4,362,750	Texas	\$16,389,406
Louisiana	\$4,362,750	U.S. Virgin Islands	\$997,200
Maine	\$4,362,750	Utah	\$4,362,750
Maryland	\$6,367,357	Vermont	\$4,362,750
Massachusetts	\$5,571,852	Virginia	\$7,322,627



FEMA

State/Territory	FY 2024 Allocation	State/Territory	FY 2024 Allocation
Michigan	\$4,576,849	Washington	\$5,571,852
Minnesota	\$4,362,750	West Virginia	\$4,362,750
Mississippi	\$4,362,750	Wisconsin	\$4,362,750
Missouri	\$4,362,750	Wyoming	\$4,362,750
Total			\$373,500,000

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UASI Allocations

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

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



necessary in FY 2024, FEMA will issue notice-and-comment rulemaking within the statutorily defined guidelines.

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

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

FY 2024 UASI Allocations

State/Territory	Funded Urban Area	FY 2024 UASI Allocation
Arizona	Phoenix Area	\$4,712,190
California	Anaheim/Santa Ana Area	\$4,712,190
	Bay Area	\$32,754,895



State/Territory	Funded Urban Area	FY 2024 UASI Allocation
Los Angeles/Long Beach Area	\$59,395,378	
Riverside Area	\$3,500,484	
Sacramento Area	\$3,410,728	
San Diego Area	\$14,760,877	
Colorado	Denver Area	\$3,500,484
District of Columbia	National Capital Region	\$45,201,207
Florida	Jacksonville Area	\$1,346,340
	Miami/Fort Lauderdale Area	\$13,040,425
	Orlando Area	\$3,410,728
	Tampa Area	\$3,410,728



State/Territory	Funded Urban Area	FY 2024 UASI Allocation
Georgia	Atlanta Area	\$6,911,212
Hawaii	Honolulu Area	\$1,346,340
Illinois	Chicago Area	\$59,395,378
Indiana	Indianapolis Area	\$1,476,785
Louisiana	New Orleans Area	\$1,476,785
Maryland	Baltimore Area	\$3,410,728
Massachusetts	Boston Area	\$14,941,233
Michigan	Detroit Area	\$4,712,190
Minnesota	Twin Cities Area	\$4,712,190
Missouri	Kansas City Area	\$1,476,785



State/Territory	Funded Urban Area	FY 2024 UASI Allocation
St. Louis Area	\$3,410,728	
Nevada	Las Vegas Area	\$4,712,190
New Jersey	Jersey City/Newark Area	\$16,722,687
New York	New York City Area	\$156,131,176
North Carolina	Charlotte Area	\$3,410,728
Ohio	Cincinnati Area	\$1,476,785
	Cleveland Area	\$1,476,785
	Columbus Area	\$1,500,000
Oregon	Portland Area	\$3,410,728
Pennsylvania	Philadelphia Area	\$14,941,233



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State/Territory	Funded Urban Area	FY 2024 UASI Allocation
Pittsburgh Area	\$1,476,785	
Tennessee	Nashville Area	\$1,346,340
Texas	Austin Area	\$1,346,340
	Dallas/Fort Worth/Arlington Area	\$14,941,233
	Houston Area	\$21,748,776
	San Antonio Area	\$3,410,728
Virginia	Hampton Roads Area	\$3,410,728
Washington	Seattle Area	\$5,609,750
Total		\$553,500,000

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OPSG Allocations



For FY 2024, DHS/FEMA will award OPSG funds based on risk and the anticipated effectiveness of the proposed use of grant funds upon completion of the application review process. The FY 2024 OPSG risk assessment is designed to identify the risk to border security and to assist with the distribution of funds for the grant program. Funding under OPSG is distributed based on the risk to the security of the border and the effectiveness of the proposed projects. Entities eligible for funding are the state, local, and tribal law enforcement agencies that are located along the border of the United States. DHS/FEMA will make final award determinations based upon a review of the anticipated effectiveness of the state's application as described in Section D, below. ***The THIRA/SPR process is not required for OPSG.***

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

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

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



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

2. Projected Number of Awards **56**

3. Period of Performance: **36**
months

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

4. Projected Period of Performance Start Date(s):
09/01/2024

5. Projected Period of Performance End Date(s):
08/31/2027

6. Projected Budget Period(s)

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



C. Eligibility Information

1. Eligible Applicants

The SAA is the only entity eligible to submit HSGP applications to DHS/FEMA, including those applications submitted on behalf of UASI and OPSG applicants. All 56 states and territories, including any state of the United States, the District of Columbia, the Commonwealth of Puerto Rico, the U.S. Virgin Islands, Guam, American Samoa, and the Commonwealth of the Northern Mariana Islands, are eligible to apply for SHSP funds. Tribal governments may not apply directly for HSGP funding; however, funding may be available to tribes through the SAA.

2. Applicant Eligibility Criteria

The SAA is the only eligible applicant.

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

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



3. Subawards and Beneficiaries

a. Subaward Allowability

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

b. Subrecipient Eligibility

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

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

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

In FY 2024, OPSG subrecipients eligible to apply for and receive a subaward directly from the SAAs are divided into three Tiers. Tier 1 entities are local units of



government at the county level or equivalent and federally recognized tribal governments that are on a physical border in states bordering Canada, states bordering Mexico, and states and territories with international water borders. Tier 2 eligible subrecipients are those not located on the physical border or international water but are contiguous to a Tier 1 county. Tier 3 eligible subrecipients are those not located on the physical border or international water but are contiguous to a Tier 2 eligible subrecipient. The tier structure is only applicable with regard to eligibility. OPSG funding allocations are based on the assessed border security risks as determined by the USBP.

c. Other Subaward Information

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

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

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

d. Beneficiaries or Participants



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

4. Other Eligibility Criteria/Restrictions

a. National Incident Management System (NIMS) Implementation

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

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

b. Emergency Management Assistance Compact (EMAC) Membership

In support of the National Preparedness Goal (the Goal), SHSP recipients must belong to, be in, or act as a temporary member of the EMAC, except for the American Samoa and the Commonwealth of the Northern Mariana Islands, which are not required to belong to the EMAC at this time. All assets supported in part or entirely with FY 2024 HSGP funding must be readily deployable and NIMS-typed, when possible, to support emergency or disaster operations per existing EMAC agreements. In addition, funding may be used for the sustainment of core capabilities that, while they may not be physically deployable, support national response capabilities, such as Geographic/Geospatial Information Systems, interoperable communications systems, capabilities as defined under the Mitigation Mission Area of the Goal, and fusion centers.

c. Law Enforcement Terrorism Prevention Activities (LETPA)

Per section 2006 of the Homeland Security Act of 2002, as amended (6 U.S.C. § 607), DHS/FEMA is required to ensure that at least 25% of grant funding appropriated for grants awarded under HSGP's authorizing statute are used for LETPAs. ***For FY 2024, DHS/FEMA is requiring that at least 35% of grant funding appropriated under HSGP is used for LETPA.*** DHS/FEMA meets this requirement, in part, by requiring all recipients allocate at least 35% of the combined HSGP funds allocated under SHSP and UASI towards LETPAs, as



defined in 6 U.S.C. § 607. The LETPA allocation can be from SHSP, UASI, or both. The 35% LETPA allocation may be met by funding projects in any combination of the six National Priority Areas identified above and any other investments. The 35% LETPA allocation requirement is in addition to the 80% pass-through requirement to local units of government and tribes, referenced below. [Information Bulletin \(IB\) 485](#) includes the most up-to-date information on project selection considerations and allowable activities for LETPA investments and compliments [IB 473](#). Both IBs are applicable to the FY 2024 HSGP NOFO. More information on allowable investments can also be found in the Allowable Costs Matrix section below.

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

In support of efforts to enhance capabilities for detecting, deterring, disrupting, and preventing acts of terrorism and other catastrophic events, **operational overtime costs are allowable** for increased protective security measures at critical infrastructure sites or other high-risk locations and to enhance public safety during mass gatherings and high-profile events. More information about operational overtime costs can be found in Section D.13 “Funding Restrictions and Allowable Costs” below.

5. Cost Share or Match

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



D. Application and Submission Information

1. Key Dates and Times

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

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

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

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

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



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

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

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 Organization in FEMA GO	Prior to beginning application
Submitting complete application in FEMA GO	One week before actual submission deadline



2. Agreeing to Terms and Conditions of the Award

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

3. Address to Request Application Package

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

4. Requirements: Obtain a Unique Entity Identifier (UEI) and Register in the System for Award Management (SAM.gov)

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

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

Lower-tier subrecipients (meaning entities receiving funds passed through by a higher-tier subrecipient) are not required to have a UEI and are not required to register in SAM. Applicants are also not permitted to require subrecipients to complete a full registration in SAM beyond obtaining the UEI.



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

Applying for an award under this program is a multi-step process and requires time to complete. Applicants are encouraged to register early as the registration process can take four weeks or more to complete. Therefore, registration should be done in sufficient time to ensure it does not impact your ability to meet required submission deadlines. Please review the table above for estimated deadlines to complete each of the steps listed. Failure of an applicant to comply with any of the required steps before the deadline for submitting an application may disqualify that application from funding.

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

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

Applicants are advised that FEMA may not make a federal award until the applicant has complied with all applicable SAM requirements. Therefore, an applicant's SAM registration must be active not only at the time of application, but



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also during the application review period and when FEMA is ready to make a federal award. Further, as noted above, an applicant's or recipient's SAM registration must remain active for the duration of an active federal award. If an applicant's SAM registration is expired at the time of application, expires during application review, or expires any other time before award, FEMA may determine that the applicant is not qualified to receive a federal award and use that determination as a basis for making a federal award to another applicant.

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

6. Electronic Delivery

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

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

7. How to Register to Apply



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a. General Instructions:

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

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

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

b. Obtain an UEI Number:

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

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

c. Obtain Employer Identification Number

All entities applying for funding must provide an Employer Identification Number (EIN). The EIN can be obtained from the IRS by visiting: <https://www.irs.gov/businesses/small-businesses-self-employed/apply-for-an-employer-identification-number-ein-online>.

d. Create a login.gov account:



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

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

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

i. Additional SAM Reminders

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



before FEMA's system recognizes the information.

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

ii. Help with SAM

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

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

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

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

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

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



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8. Submitting the Application

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

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

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

9. Timely Receipt Requirements and Proof of Timely Submission

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

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



10. Content and Form of Application Submission

a. Standard Required Application Forms and Information

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

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

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

b. Program-Specific Required Forms and Information



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

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

i. IJ Development: SHSP and UASI

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

FY 2024 SHSP and UASI applications must include one (1) IJ and at least one (1) respective project for the one National Priority Area with a minimum spend requirement (Enhancing Election Security) identified in this NOFO. This IJ must also meet or exceed the minimum percent spend requirement based on the applicant's SHSP and UASI allocation stated in this NOFO. ***All projects associated with the minimum spend of a National Priority Area must be submitted in the same IJ.*** SAAs may submit complete project-level information at the time of application but are not required to do so at the time of application. However, any SHSP or UASI application that does not include IJs that (1) meet the minimum spend requirement for the Enhancing Election Security priority area and (2) meet the overall 30% spending requirement across the National Priority Areas will have that funding placed on hold (up to the National Priority Area minimum percent and up to 30% of the total SHSP or UASI allocations) until those IJs and project-level details that sufficiently address the National Priority Areas are received and approved by DHS/FEMA.

Each IJ must *demonstrate* how proposed investments:

- i. Support terrorism preparedness; and



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

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

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

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

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

II. Development of Investments and Projects: SHSP and UASI

- 1. Applicants must propose at least two (2) and may include up to 12 investments.



2. Within each investment, applicants must propose at least one project to describe the activities they plan to implement with SHSP and UASI funds. There is no limit to the number of projects that may be submitted.
3. Required National Priority Area IJs must include the name of the priority in the investment name for easy identification.
4. All requested funding must be associated with specific projects. For each project, several pieces of information must be provided to submit the project for consideration in the application, including:

- Project name;
- Project description;
- Subrecipient name, if applicable;
- Recipient type (e.g., state or local);
- Project location (zip code of the primary location of the project);
- Primary core capability the project supports;
- Whether the project activities are shareable and deployable; and
- Which National Priority Area (if any) the project supports.

5. Projects should describe how the proposed investment supports building capability and/or closing capability gaps or sustaining capabilities identified in the THIRA/SPR process.
6. FEMA encourages states to use any DHS provided assessments, such as those performed by DHS's Protective Security Advisors and Cybersecurity Advisors, when developing their IJs.

III. National Priority Area Investments: SHSP and UASI

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

Soft Targets/Crowded Places (no minimum percent)

Soft targets and crowded places are increasingly appealing to terrorists and other violent extremist actors because of their relative accessibility and the large number of potential targets. This challenge is complicated by the prevalent use of simple tactics and less sophisticated attacks. Segments of our society are inherently open to the general public, and by nature of their purpose do not



incorporate strict security measures. Given the increased emphasis by terrorists and other violent extremist actors to leverage less sophisticated methods to inflict harm in public areas, it is vital that the public and private sectors collaborate to enhance security of locations such as transportation centers, parks, restaurants, shopping centers, special event venues, polling places, and similar facilities. Additionally, it is important that personnel responding to incidents at these locations are trained on key operational systems, such as ICS, to ensure proper command, control, and coordination of on-scene incident management.

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

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

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

Information and Intelligence Sharing (no minimum percent)



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

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

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

Domestic Violent Extremism (no minimum percent)



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

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

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

Cybersecurity (no minimum percent)

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

Cybersecurity investments must support the security and functioning of critical infrastructure and core capabilities as they relate to preventing, preparing for, protecting against, or responding to acts of terrorism. Recipients of FY 2024 HSGP grant awards who do not accept the funding allocated to them through the FY 2024 State and Local Cybersecurity Grant Program (SLCGP) will be required to complete the 2024 [Nationwide Cybersecurity Review](#) (NCSR), enabling agencies to benchmark and measure progress of improving their cybersecurity



posture. Completion of the NCSR is optional for all other recipients of FY 2024 HSGP funding. The Chief Information Officer (CIO), Chief Information Security Officer (CISO), or equivalent for each recipient should complete the NCSR. If there is no CIO or CISO, the most senior cybersecurity professional should complete the assessment. The NCSR is available at no cost to the user and takes approximately 2-3 hours to complete. The 2024 NCSR is estimated to be open from October 2024 through February 2025.

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

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

Community Preparedness and Resilience (no minimum percent)

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



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

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

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

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

Election Security (3%)

In January 2017, DHS designated the infrastructure used to administer the Nation's elections as critical infrastructure. This designation recognizes that the United States' election infrastructure is of such vital importance to the American way of life that its incapacitation or destruction would have a devastating effect on



the country. Additionally, the [Homeland Threat Assessment 2024](#) indicates that electoral processes remain an attractive target for many adversaries.

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

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

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

iv. Development of Fusion Center Projects: SHSP and UASI

Each applicant must identify a fusion center project that will:

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

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

Sample Fusion Center Funding Itemization

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



The X Fusion enhancement project will fund:

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

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

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

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

<i>Solution Area and Amount of Proposed Funding</i>		<i>Percent of Proposed Funding</i>
<i>Planning:</i>	<i>\$10,000</i>	<i>2%</i>
<i>Organization:</i>	<i>\$200,000</i>	<i>48%</i>
<i>Equipment:</i>	<i>\$200,000</i>	<i>48%</i>
<i>Training:</i>	<i>\$10,000</i>	<i>2%</i>
<i>Exercises:</i>	<i>\$0</i>	<i>0%</i>
<i>Total:</i>	<i>\$420,000</i>	<i>100%</i>



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v. Completing IJs in the FEMA GO: SHSP and UASI

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

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

vi. Development of Concept of Operations for OPSG

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

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



review and selection criteria identified in this NOFO. OPSG Applicants will be required to clearly articulate and identify how the CONOPs will address the national priority identified below:

Information and Intelligence Sharing and Cooperation

Effective border security operations rely on access to, analysis of, and the timely sharing of open source, unclassified, and classified information, suspicious activity reports, tips/leads, and actionable intelligence on indicators and behaviors to accurately identify, assess, and mitigate a wide array of threats against the United States, including terrorism, threats to life, targeted violence, and other threats within the DHS mission space. Accordingly, DHS works diligently to enhance intelligence collection, integration, analysis, and information sharing capabilities to ensure partners, stakeholders, and senior leaders receive actionable intelligence and information necessary to inform their decisions and operations. One critical, statutorily required mission of DHS is to deliver intelligence and information to federal, state, local, and tribal governments and private sector partners.

Cooperation and information sharing among state, federal, and local partners across all areas of the homeland security enterprise, including both international and domestic terrorism, cybersecurity, transnational organized crime, economic security, border security, immigration enforcement, and other areas, while upholding privacy, civil rights and civil liberties protections, is critical to homeland security operations and the prevention of, preparation for, protection against, and responding to acts of terrorism, and other threats to life and criminal acts of targeted violence.

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

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

vii. Development of Operations Orders for OPSG

Operations Order Template Instructions



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To access the OPSG Operations Order Template:

1. Find the Homeland Security Grant Program posting via the search function on [Grants.gov](https://www.grants.gov);
2. Select the Related Documents tab on the posting; and
3. Click on the OPSG Operations Order Template and fill out all sections of the template.

Executive Summary Overview

Operations order executive summary must:

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

Budget Requirements Overview

Operations Order Detailed Annual Budget must:

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

Submission Requirements

Operations Orders must meet the following submission requirements:

1. Must be submitted as an Adobe PDF document;
2. All documents submitted must use the unique identifier created by the OPSG data management system from the original associated operation order; and
3. Applicable OPSG sector representatives must coordinate with the SAA and OPSG participants to submit an accurate inventory of all specified OPSG purchased property with each Operations Order/FRAGO.



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

viii. Detailed Budget

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

11. Other Submission Requirements

a. Fusion Center Investments

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

b. Emergency Communications Investments

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



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

12. Intergovernmental Review

An intergovernmental review may be required. Applicants must contact their state’s Single Point of Contact (SPOC) to comply with the state’s process under Executive Order 12372

(See <https://www.archives.gov/federal-register/codification/executive-order/12372.html>; [Intergovernmental Review \(SPOC List\) \(whitehouse.gov\)](#))

13. Funding Restrictions and Allowable Costs

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

Federal funds made available through this award may be used for the purpose set forth in this NOFO, the [Preparedness Grants Manual](#), and the terms and



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

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

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

b. Pre-Award Costs

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

c. Management and Administration (M&A) Costs

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

M&A costs are not operational costs but are necessary costs incurred in direct support of the federal award or as a consequence of it, such as travel, meeting-related expenses, and salaries of full/part-time staff in direct support of the



program. As such, M&A costs can be itemized in financial reports. Other M&A cost examples include preparing and submitting required programmatic and financial reports, establishing and/or maintaining equipment inventory, documenting operational and equipment expenditures for financial accounting purposes, responding to official informational requests from state and federal oversight authorities, including completing the Civil Rights Evaluation Tool as required by DHS, and grant performance measurement or evaluation activities.

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

A state's HSGP funds for M&A calculation purposes includes the total of its SHSP, UASI, and OPSG awards. While the SAA may retain up to 5% 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 each HSGP program. To meet this requirement, the percentage of SHSP and UASI funds passed through to local or tribal jurisdictions must be based on the state's total HSGP award prior to withholding any M&A.

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

In retaining these funds, states may retain a maximum of 2.5% of the OPSG allocation, which must be withheld from the pass-through to each subrecipient county or tribe in an equal percentage. The SAA may also retain additional funding from its SHSP award to manage and administer the OPSG award, but that additional amount is also capped at an amount equal to 2.5% of the OPSG award. Examples applying this principle:

SAA 1:



Total award: \$6,000,000

SHSP: \$1,000,000 OPSG: \$2,500,000 UASI: \$2,500,000

M&A Maximum: \$300,000 (5% of \$6,000,000)

Maximum M&A for SHSP = \$50,000

Maximum M&A for OPSG = \$125,000. Of that amount, \$62,500 (2.5%) may be retained from the OPSG allocation, and the other \$62,500 would come from the SHSP allocation. Any amount used to manage and administer OPSG that is charged to SHSP may be above and beyond the \$50,000 available to manage the SHSP allocation.

Maximum M&A for UASI = \$125,000

SAA 2:

Total award: \$4,500,000

SHSP: \$3,500,000 OPSG: \$1,000,000

M&A Maximum: \$225,000 (5% of \$4,500,000)

Maximum M&A for SHSP = \$175,000

Maximum M&A for OPSG = \$50,000. Of that amount, \$25,000 (2.5%) may be retained from the OPSG allocation, and the other \$25,000 would come from the SHSP allocation. Any amount used to manage and administer OPSG that is charged to SHSP may be above and beyond the \$175,000 available to manage the SHSP allocation.

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

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

Indirect (F&A) costs (IDC) mean those costs incurred for a common or joint purpose benefitting more than one cost objective and not readily assignable to the



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cost objectives specifically benefitted, without effort disproportionate to the results achieved. IDC are allowable by the recipient [and subrecipients] as described in 2 C.F.R. Part 200, including 2 C.F.R. § 200.414. Applicants with a current negotiated IDC rate agreement who desire to charge indirect costs to a federal award must provide a copy of their IDC rate agreement with their applications. Not all applicants are required to have a current negotiated IDC rate agreement. Applicants that are not required to have a negotiated IDC rate agreement but are required to develop an IDC rate proposal must provide a copy of their proposal with their applications. Applicants who do not have a current negotiated IDC rate agreement (including a provisional rate) and wish to charge the de minimis rate must reach out to FEMA for further instructions. Applicants who wish to use a cost allocation plan in lieu of an IDC rate proposal must reach out to the FEMA Point of Contact for further instructions. As it relates to the IDC for subrecipients, a recipient must follow the requirements of 2 C.F.R. §§ 200.332 and 200.414 in approving the IDC rate for subawards. For information on procedures for establishing indirect cost rates, see the [Preparedness Grants Manual](#).

e. Funds Transfer Restrictions

The recipient is prohibited from transferring funds between programs (includes SHSP, UASI, and OPSG). Recipients can submit an investment/project where funds come from multiple funding sources (e.g., SHSP and UASI), however, recipients are not allowed to divert funding from one program to another due to the risk-based funding allocations, which were made at the discretion of DHS/FEMA.

f. Evaluation Costs

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

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

The following matrix lists allowable cost activities across cost categories described above and below. The [Preparedness Grants Manual](#) includes additional information on allowable costs. Recipients and subrecipients must follow all applicable requirements in 2 C.F.R. Part 200 *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards*. HSGP funds may be used to cover the costs for evaluating the impact of these grants on the state or urban area’s core capabilities and capability gaps. This list



is not exhaustive, therefore, if there are any questions regarding allowable costs, please contact the appropriate FEMA Headquarters (HQ) Preparedness Officer.

Allowable Program Activities	SHSP	UASI
Allowable Planning Costs		
Developing hazard/threat-specific annexes	Y	Y
Developing and implementing homeland security support programs and adopting ongoing DHS/FEMA national initiatives	Y	Y
Developing related terrorism and other catastrophic event prevention activities	Y	Y
Developing and enhancing plans and protocols	Y	Y
Developing or conducting assessments	Y	Y
Hiring of full- or part-time staff or contract/consultants to assist with planning, engagement, and volunteer management activities	Y	Y
Materials required to conduct planning, engagement, and volunteer management activities	Y	Y
Travel/per diem related to planning, engagement, and volunteer management activities	Y	Y



Allowable Program Activities	SHSP	UASI
Overtime and backfill costs (in accordance with operational Cost Guidance)	Y	Y
Issuance of Western Hemisphere Travel Initiative-compliant Tribal identification cards	Y	N
Activities to achieve planning inclusive of people with disabilities and others with access and functional needs and limited English proficiency.	Y	Y
Coordination with Citizen Corps Councils for public information/education and development of volunteer programs	Y	Y
Coordination and material support to Citizen Corps Councils and local firehouses for the establishment, training and maintenance of CERTs	Y	Y
Update governance structures and processes and plans for emergency communications	Y	Y
Development, and review and revision of continuity of operations plans	Y	Y
Development, and review and revision of the THIRA/SPR and continuity of operations plans	Y	Y
Developing or conducting equity assessments to address planning and preparedness disparities for historically underserved communities	Y	Y



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Allowable Program Activities	SHSP	UASI
Allowable Organizational Activities Note: Personnel hiring, overtime, and backfill expenses are permitted under this grant only to the extent that the expenses are for the allowable activities within the scope of the grant.		
Program management	Y	Y
Development of whole community partnerships	Y	Y
Structures and mechanisms for information sharing between the public and private sector	Y	Y
Implementing models, programs, and workforce enhancement initiatives	Y	Y
Tools, resources, and activities that facilitate shared situational awareness between the public and private sectors	Y	Y
Operational support	Y	Y
Utilization of standardized resource management concepts	Y	Y
Responding to an increase in the threat level under the National Terrorism Advisory System (NTAS), or needs in resulting from a National Special Security Event	Y	Y



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Allowable Program Activities	SHSP	UASI
Reimbursement for select operational expenses associated with increased security measures at critical infrastructure sites incurred (up to 50% of the allocation)	Y	Y
Overtime for information, investigative, and intelligence sharing activities (up to 50% of the allocation)	Y	Y
Hiring of new staff positions/contractors/consultants for participation in information/intelligence analysis and sharing groups or fusion center activities (up to 50% of the allocation).	Y	Y
Hiring or maintaining staff positions/contractors/consultants at SLTT levels to deliver community preparedness training, resources and material to schools, community-based organizations, faith-based institutions and local businesses.	Y	Y
Hiring or maintaining staff positions/contractors/consultants to create, support and maintain CERT or Teen CERT	Y	Y
Cost of migrating online services to the “.gov” domain	Y	Y
Allowable Equipment Categories		
Personal Protective Equipment	Y	Y
Explosive Device Mitigation and Remediation Equipment	Y	Y
CBRNE Operational Search and Rescue Equipment	Y	Y



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Allowable Program Activities	SHSP	UASI
Information Technology	Y	Y
Cybersecurity Enhancement Equipment	Y	Y
Interoperable Communications Equipment	Y	Y
Detection	Y	Y
Decontamination	Y	Y
Medical countermeasures	Y	Y
Power (e.g., generators, batteries, power cells)	Y	Y
CBRNE Reference Materials	Y	Y
CBRNE Incident Response Vehicles	Y	Y
Terrorism Incident Prevention Equipment	Y	Y



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Allowable Program Activities	SHSP	UASI
Physical Security Enhancement Equipment	Y	Y
Inspection and Screening Systems	Y	Y
Animal Care and Foreign Animal Disease	Y	Y
CBRNE Prevention and Response Watercraft	Y	Y
CBRNE Prevention and Response Unmanned Aircraft	Y	Y
CBRNE Aviation Equipment	Y	Y
CBRNE Logistical Support Equipment	Y	Y
Intervention Equipment (e.g., tactical entry, crime scene processing)	Y	Y
Critical emergency supplies	Y	Y
General use vehicle acquisition, lease, and rental	N	N



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Allowable Program Activities	SHSP	UASI
Specialized vehicle acquisition, lease, and rental	Y	Y
Other Authorized Equipment	Y	Y
Allowable Training Costs		
Overtime and backfill for emergency preparedness and response personnel attending DHS/FEMA-sponsored and approved training classes	Y	Y
Overtime and backfill expenses for part-time and volunteer emergency response personnel participating in DHS/FEMA training	Y	Y
Training workshops and conferences	Y	Y
Activities to achieve training inclusive of people with disabilities and others with access and functional needs and limited English proficiency	Y	Y
Full- or part-time staff or contractors/consultants	Y	Y
Travel	Y	Y
Supplies	Y	Y



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Allowable Program Activities	SHSP	UASI
Instructor certification/re-certification	Y	Y
Coordination with Citizen Corps Councils and CERT in conducting training exercises	Y	Y
Preparedness training for community preparedness initiatives and programs	Y	Y
Interoperable communications training	Y	Y
Activities to achieve planning inclusive of people with limited English proficiency	Y	Y
Immigration enforcement training	Y	Y
Allowable Exercise Related Costs		
Design, Develop, Conduct, and Evaluate an Exercise	Y	Y
Full- or part-time staff or contractors/consultants	Y	Y
Overtime and backfill costs, including expenses for part-time and volunteer emergency response personnel participating in DHS/FEMA exercises	Y	Y
Implementation of HSEEP	Y	Y



Allowable Program Activities	SHSP	UASI
Activities to achieve exercises inclusive of people with disabilities and others with access and functional needs	Y	Y
Travel	Y	Y
Supplies	Y	Y
Interoperable communications exercises	Y	Y
Activities to achieve planning inclusive of people with limited English proficiency	Y	Y
Allowable M&A Costs		
Hiring of full- or part-time staff or contractors/consultants to assist with the management of the respective grant program, application requirements, and compliance with reporting and data collection requirements	Y	Y
Development of operating plans for information collection and processing necessary to respond to DHS/FEMA data calls	Y	Y
Overtime and backfill costs	Y	Y
Travel	Y	Y
Meeting related expenses	Y	Y



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Allowable Program Activities	SHSP	UASI
Authorized office equipment	Y	Y
Recurring expenses such as those associated with cell phones and faxes during the period of performance of the grant program	Y	Y
Leasing or renting of space for newly hired personnel during the period of performance of the grant program	Y	Y
Completing the Civil Rights Evaluation Tool	Y	Y
Conducting activities related to evaluating project effectiveness for HSGP-funded projects	Y	Y
LETPA Costs		
Integration and interoperability of systems and data, such as CAD and RMS, to facilitate the collection,	Y	Y
Maturation, enhancement, and sustainment of designated state and major Urban Area fusion centers, including information sharing and analysis, threat recognition, terrorist interdiction, and intelligence analyst training and salaries (subject to certain conditions)	Y	Y
Regional counterterrorism training programs for small, medium, and large jurisdictions to exchange information and discuss the current threat environment, lessons learned, and best practices to help prevent, protect against, and mitigate acts of terrorism	Y	Y
Coordination of regional full-scale training exercises (federal, state, and local law enforcement participation) focused on terrorism-related events	Y	Y



Allowable Program Activities	SHSP	UASI
Law enforcement Chemical, Biological, Radiological, Nuclear, and high yield Explosives detection and response capabilities, such as bomb detection/disposal capability development, sustainment, or enhancement, including canine teams, robotics platforms, and x-ray technology	Y	Y
Coordination between fusion centers and other operational analytic, and investigative efforts	Y	Y
Implementation, maintenance, and sustainment of the Nationwide Suspicious Activity Reporting Initiative	Y	Y
Implementation of the "If You See Something, Say Something®" campaign	Y	Y
Increase physical security, through law enforcement personnel and other protective measures, by implementing preventive and protective measures at critical infrastructure locations	Y	Y

h. SHSP and UASI Other Direct Costs

Recipients must comply with all the requirements in 2 C.F.R. Part 200 (*Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards*). In general, recipients should consult with their FEMA HQ Preparedness Officer prior to making any investment that does not clearly meet the allowable expense criteria. Funding guidelines established within this section support four of the five mission areas—Prevention, Protection, Mitigation, and Response—and associated core capabilities within the Goal. While Recovery is part of the Goal, it is not explicitly part of the HSGP. Allowable investments made in support of the national priorities, as well as other capability-enhancing projects must have a nexus to terrorism preparedness and fall into the



categories of planning, organization, exercises, training, or equipment, aligned to building capability, closing capability gaps, and/or sustaining capabilities, as defined by CPG 201: THIRA/SPR Guide—3rd Edition ([Comprehensive Preparedness Guide \(CPG\) 201, 3rd Edition \(fema.gov\)](#)). Recipients are encouraged to use grant funds for evaluating grant-funded project effectiveness and return on investment. FEMA encourages recipients to provide the results of that analysis to FEMA.

i. Planning

SHSP and UASI funds may be used for a range of emergency preparedness and management planning activities, such as those associated with the development, review, and revision of the THIRA, SPR, continuity plans, and other planning activities that support the Goal and placing an emphasis on updating and maintaining a current Emergency Operations Plan (EOP) that conforms to the guidelines outlined in [Comprehensive Preparedness Guide \(CPG\) 101 v3](#). Planning efforts can also include conducting risk and resilience assessments on increasingly connected cyber and physical systems, on which security depends, using the [Infrastructure Resilience Planning Framework](#) and related Cybersecurity and Infrastructure Security Agency (CISA) resources.

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

ii. Organization

[Preparedness Grants Manual.](#)

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

1. Program management;
2. Development of whole community partnerships, through groups such as Citizen Corp Councils;
3. Structures and mechanisms for information sharing between the public and private sector;



4. Implementing models, programs, and workforce enhancement initiatives to address ideologically inspired radicalization to violence in the homeland;
5. Tools, resources, and activities that facilitate shared situational awareness between the public and private sectors;
6. Operational Support;
7. Utilization of standardized resource management concepts such as typing, inventorying, organizing, and tracking to facilitate the dispatch, deployment, and recovery of resources before, during, and after an incident;
8. Responding to an increase in the threat level under the National Terrorism Advisory System (NTAS) or needs resulting from a National Special Security Event;
9. Paying salaries and benefits for personnel to serve as qualified Intelligence Analysts. Per the *Personnel Reimbursement for Intelligence Cooperation and Enhancement of Homeland Security Act (PRICE Act)*, Pub. L. No. 110-412, § 2, codified in relevant part, as amended, at 6 U.S.C. § 609(a), SHSP and UASI funds may be used to hire new staff and/or contractor positions to serve as intelligence analysts to enable information/intelligence sharing capabilities, as well as support existing intelligence analysts previously covered by SHSP or UASI funding. See 6 U.S.C. § 609(a). To be hired as an intelligence analyst, staff and/or contractor personnel must meet at least one of the following criteria:
 - Complete training to ensure baseline proficiency in intelligence analysis and production within six months of being hired; and/or,
 - Previously served as an intelligence analyst for a minimum of two years either in a federal intelligence agency, the military, or state and/or local law enforcement intelligence unit.
10. All fusion center analytical personnel must demonstrate qualifications that meet or exceed competencies identified in the Common Competencies for state, local, and tribal intelligence analysts, which outlines the minimum categories of training needed for intelligence analysts. A certificate of completion of such training must be on file with the State Administrative Agency (SAA) and must be made available to the recipient's respective FEMA HQ Preparedness Officer upon request; and
11. Migrating online services to the ".gov" internet domain.

All SAAs are allowed to use up to 50% of their SHSP funding, and all high-risk urban areas are allowed to use up to 50% of their UASI funding, for personnel costs per 6 U.S.C. § 609(b)(2)(A). Personnel hiring, overtime, and backfill



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expenses are permitted under this grant only to the extent that such expenses are for the allowable activities within the scope of the grant. Personnel expenses may include, but are not limited to training and exercise coordinators, program managers and planners, intelligence analysts, and Statewide Interoperability Coordinators (SWICs).

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

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

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

iii. Equipment

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

The 21 allowable prevention, protection, mitigation, and response equipment categories for HSGP are listed on the [Authorized Equipment List](#) (AEL). Some equipment items require prior approval from FEMA before obligation or purchase of the items. Please reference the grant notes for each equipment item to ensure prior approval is not required or to ensure prior approval is obtained if necessary. Recipients and subrecipients may purchase equipment not listed on the AEL, but **only** if they first seek and obtain **prior approval** from FEMA.

Unless otherwise stated, all equipment must meet all mandatory regulatory and/or FEMA-adopted standards to be eligible for purchase using these funds. In addition, recipients will be responsible for obtaining and maintaining all necessary certifications and licenses for the requested equipment. Investments in emergency communications systems and equipment must meet applicable [SAFECOM](#)



[Guidance on Emergency Communications Grants](#) (SAFECOM Guidance)

recommendations. Such investments must be coordinated with the SWIC and the State Interoperability Governing Body (SIGB) to ensure interoperability and long-term compatibility. For personal protective equipment (PPE), recipients are encouraged to give procurement preference to domestic manufacturers of PPE or PPE raw materials to the maximum practicable and allowed by law.

Grant funds may be used for the procurement of medical countermeasures. Procurement of medical countermeasures must be conducted in collaboration with state, city, or local health departments that administer federal funds from the Department of Health and Human Services for this purpose and with existing Metropolitan Medical Response System committees where available, to sustain their long-term planning for appropriate, rapid, and local medical countermeasures, including antibiotics and antidotes for nerve agents, cyanide, and other toxins. Procurement must have a sound threat-based justification with an aim to reduce the consequences of mass casualty incidents during the first crucial hours of a response. Prior to procuring pharmaceuticals, recipients must have in place an inventory management plan to avoid large periodic variations in supplies due to coinciding purchase and expiration dates. Recipients are encouraged to enter into rotational procurement agreements with vendors and distributors. Purchases of pharmaceuticals must include a budget for the disposal of expired drugs within each fiscal year's POP for HSGP. The cost of disposal cannot be carried over to another FEMA grant or grant period.

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

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

1. Bullet resistant doors and glass;
2. Hinge-locking mechanisms;
3. Immediate notification to emergency 911 systems;
4. Mechanisms that provide real time actionable intelligence directly to law enforcement and first responders;
5. Installation of distraction devices or other countermeasures administered by law enforcement; and
6. Other measures determined to provide significant improvements to schools' physical security.



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

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

General Purpose Equipment

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

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

Controlled Equipment

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



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

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

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

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

Construction and Renovation

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



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

iv. Training and Exercises

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

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

Law Enforcement Readiness



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

v. Maintenance and Sustainment

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

vi. Travel

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

vii. Personnel

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

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



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

Operational Overtime Costs

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

Authorized Operational Overtime Categories



#	Category	Description
1	National Terrorism Advisory System (NTAS)	Security measures in response to an increase in the threat level under the NTAS to an “elevated” or “imminent” alert status. FEMA Information Bulletin No. 367, Impact of National Terrorism Advisory System on Homeland Security Grant Programs , remains applicable; therefore, advance authorization from FEMA is not required. Refer to National Terrorism Advisory System Homeland Security (dhs.gov) for additional information on the NTAS.
2	National Security Special Event (NSSE)	Security measures for a <u>designated</u> NSSE. NSSEs are events of national or international significance deemed by DHS to be a potential target for terrorism or other criminal activity.
3	Special Event Assessment Rating (SEAR) Level 1 through Level 4 Events	Security measures required for SEAR Level 1 through Level 4 events as designated by DHS and included in the DHS National Special Events List, as defined below: ■ SEAR 1: A significant event with national and/or international importance that may require extensive federal interagency support. ■ SEAR 2: A significant event with national and/or international importance that may require some level of federal interagency support. ■ SEAR 3: An event of national and/or international importance that requires only limited federal support. ■ SEAR 4: An event with limited national importance that is managed at state and local level. NOTE: In cases where a threat of terrorism can be associated with a SEAR Level 5 event, the event planners should coordinate with their state or territory Homeland Security Advisor to seek re-adjudication of the SEAR rating. Operational overtime for security measures associated with such events will be considered for approval by FEMA if re-adjudication results in a SEAR 1 through 4 rating.



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#	Category	Description
4	States of Emergency	Declarations of states of emergency by the Governor <u>associated with a terrorism-related threat or incident</u> . This excludes Presidentially declared major disasters or emergencies where federal funding support for the proposed grant-funded activity is made available through the FEMA Public Assistance program or other federal disaster grants.
5	National Critical Infrastructure Prioritization Program (NCIPP)	Protection of Level 1 and Level 2 facilities identified through DHS's NCIPP <u>based on a terrorism-related threat</u> to critical infrastructure.
6	Directed Transit Patrols	Targeted security patrols in airports and major transit hubs <u>based on a terrorism-related threat</u> to transportation systems.
7	Other Related Personnel Overtime Costs	Overtime costs may be authorized for personnel assigned to directly support any of the security activities relating to the categories above. Examples include firefighters and emergency medical services personnel; public works employees who may be responsible for installing protective barriers and fencing; public safety personnel assigned to assist with event access and crowd control; emergency communications specialists; backfill and overtime for staffing state or major urban area fusion centers; state Active Duty National Guard deployments to protect critical infrastructure sites, including all resources that are part of the standard National Guard deployment package (note: consumable costs, such as fuel expenses, are not allowed except as part of the standard National Guard deployment package); contract security services for critical infrastructure sites; participation in Regional Resiliency Assessment Program activities, increased border security activities in coordination with USBP, etc.



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#	Category	Description
8	Operational Support to a Federal Agency	Overtime costs are allowable for personnel to participate in information, investigative, and intelligence sharing activities related to homeland security/terrorism preparedness and specifically requested by a federal agency. Allowable costs are limited to overtime associated with federally requested participation in eligible activities, including anti-terrorism task forces, Joint Terrorism Task Forces (JTTFs), Area Maritime Security Committees (as required by the <i>Maritime Transportation Security Act of 2002</i>), DHS Border Enforcement Security Task Forces, and Integrated Border Enforcement Teams. In addition, reimbursement for operational overtime law enforcement activities related to combating transnational crime organizations in support of efforts to enhance capabilities for detecting, deterring, disrupting, and preventing acts of terrorism is an allowable expense under SHSP and UASI on a case-by-case basis. Grant funding can only be used in proportion to the federal man-hour estimate and only after funding for these activities from other federal sources (i.e., FBI JTTF payments to state and local agencies) has been exhausted.

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

Administration of Operational Overtime Requests

1. Except for an elevated NTAS alert, SHSP or UASI funds may only be spent for operational overtime costs upon prior written approval by FEMA. The SAA must submit operational overtime requests in writing to its assigned FEMA Preparedness Officer. FEMA will consider requests for special event activities up to one year in advance. However such requests must be within the award's current POP and must not result in the need for a request to extend the period of performance. SAAs should contact FEMA Grants News by e-mail at fema-grants-news@fema.dhs.gov or by phone at (800) 368-6498, Monday through Friday, 9:00 AM – 5:00 PM ET, for clarification.
2. All operational overtime requests must clearly explain how the request meets the criteria of one or more of the categories listed in the table above.



Requests must address the threat environment as it relates to the event or activity requiring operational overtime support and explain how the overtime activity is responsive to the threat. Request letters sent to FEMA must be UNCLASSIFIED but may be labeled “For Official Use Only.” If explaining the threat will require the sharing of classified information, the letter should state that fact. FEMA will then plan for the sharing of classified information through official channels;

3. Post-event operational overtime requests will only be considered on a case-by-case basis, where it is demonstrated that exigent circumstances prevented submission of a request in advance of the event or activity;
4. Under no circumstances may FEMA grant funding be used to pay for costs already supported by funding from another federal source;
5. States with UASI jurisdictions can use funds retained at the state level to reimburse eligible operational overtime expenses incurred by the state (per the above guidance limitations). Any UASI funds retained by the state must be used in direct support of the high-risk urban area. States must provide documentation to the Urban Area Working Group (UAWG) and FEMA upon request demonstrating how any UASI funds retained by a state would directly support the high-risk urban area; and
6. FEMA will consult and coordinate with appropriate DHS components as necessary to verify information used to support operational overtime requests.

viii. Secure Identification

Secure identification costs are allowed under this program. SHSP funds may be used to support the implementation activities associated with the Western Hemisphere Travel Initiative (WHTI), including the issuance of WHTI-compliant tribal identification cards.

ix. Multiple Purpose or Dual-Use of Funds

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

i. OPSG Other Direct Costs



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

i. Planning

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

ii. Organization

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

iii. Equipment

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



OPSG equipment is intended to be incidental to the enhanced border security operations being performed. The grant is not intended to be used to outfit or supply general equipment to SLTT law enforcement agencies. Equipment must be relatable to and justified by the operational benefit it will provide. Each appropriate OPSG sector coordinator is required to keep an inventory of OPSG purchased equipment that includes at a minimum: 1) grant funding year; 2) purchase amount; 3) purchase date; 4) purchase quantity; 5) equipment ID; 6) source of funding for the property, including the Federal Award Identification Number; 7) who holds title to the property; 8) federal share percent of the property; 9) location of the property; 10) use and condition of the property; 11) disposal date; and 12) brief disposal justification information and sale price if sold. Each Operations Order/FRAGO will require that each friendly force submit the equipment inventory for each Operations Order/FRAGO submission.

1. **Equipment Marking.** Because equipment purchased with OPSG funding is intended to be used to support OPSG activities, it **may** be appropriately marked to ensure its ready identification and primary use for that purpose. **When practicable**, any equipment purchased with OPSG funding **should** be prominently marked as follows: "**Purchased with DHS funds for Operation Stonegarden Use.**"
2. **Fuel Cost and Mileage Reimbursement.** There is no cap for reimbursement of fuel or mileage costs in support of operational activities. Subrecipients and friendly forces may not claim reimbursements for both mileage and fuel/maintenance for the same equipment at the same time.
3. **Vehicle and Equipment Acquisition, Including Leasing and Rentals**. Allowable purchases under OPSG include patrol vehicles and other mission-specific equipment whose primary purpose is to increase operational capabilities on or near a border nexus in support of approved border security operations. A detailed justification must be submitted to the respective FEMA HQ Preparedness Officer prior to purchase.
4. **Medical Emergency Countermeasures.** Allowable purchases under OPSG include narcotic antagonist pharmaceuticals, detection and identification equipment, safe storage and transportation, personnel protective equipment, and initial equipment training, as reflected in the AEL.

Requirements for Small Unmanned Aircraft Systems



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Small Unmanned Aircraft Systems (sUAS) are allowable under the HSGP. See the [Preparedness Grants Manual](#) for more information.

General Purpose Equipment

HSGP allows expenditures on general purpose equipment if it aligns to and supports one or more core capabilities identified in the Goal and has a nexus to terrorism preparedness. General purpose equipment, like all equipment funded under the HSGP, must be sharable through the EMAC^[7] and allowable under 6 U.S.C. § 609, and any other applicable provision of the *Homeland Security Act of 2002*, as amended. Examples of such general-purpose equipment may include:

- Law enforcement/general use vehicles (OPSG only);
- Emergency medical services equipment and vehicles;
- Fire service equipment and vehicles, to include hose, pump accessories, and foam concentrate for specialized chemical/biological/radiological/nuclear/explosive (CBRNE) response;
- Interoperability of data systems, such as computer aided dispatch (CAD) and record management systems (RMS); and
- Office equipment for staff^[8] engaged in homeland security program activity.

Controlled Equipment

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

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



weapons accessories, including ammunition, is generally not allowed with HSGP funds.^[9]

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

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

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

Construction and Renovation

OPSG funds may not be used for any construction.

iv. Training and Exercises

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

Law Enforcement Readiness



OPSG grant funds may be used to increase operational, material, and technological readiness of SLTT law enforcement agencies. The Delegation of Immigration Authority, Section 287(g) of the *INA* program allows a state or local law enforcement entity to enter into a partnership with Immigration and Customs Enforcement (ICE), under a joint Memorandum of Agreement (MOA), to receive delegated authority for immigration enforcement within their jurisdictions.

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

v. Maintenance and Sustainment

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

vi. Travel

Domestic travel costs are allowed under this program, as provided for in this NOFO and in the [Preparedness Grants Manual](#). International travel is not an allowable cost under this program unless approved in advance by DHS/FEMA. See the Allowable Cost Matrix in Section D.13.g above for more information on allowable travel activities under OPSG.

vii. Personnel

Personnel hiring, overtime, and backfill expenses are permitted under this grant to perform allowable HSGP planning, organization, training, exercise, and equipment activities. Under OPSG, overtime costs are allowable only in so far as they meet the intent of the program. All recipients and subrecipients of HSGP funds, including OPSG allocations, may not use more than 50% of their awards to pay for



personnel activities unless a waiver is approved by FEMA. For more information on the 50% personnel cap, please see FEMA [IB 421b](#), *Clarification on the Personnel Reimbursement for Intelligence Cooperation and Enhancement of Homeland Security Act of 2008 (Public Law 110-412 – the PRICE Act)*.

Further, changes in scope or objective also require FEMA's prior written approval pursuant to 2 C.F.R. § 200.308(c)(1). If the cost changes are allowable under the grant, a Fragmentary Order (FRAGO) must be submitted to Homeland Security Information Network (HSIN) to obtain FEMA's prior written approval of such changes in accordance with 2 C.F.R. § 200.308(c)(1). These modifications will be annotated in the annex section of the FRAGO.

OPSG funds may be used for domestic travel and *per diem*, including costs associated with the deployment/redeployment of personnel to border areas and for travel associated with law enforcement entities assisting other local jurisdictions in law enforcement activities. In addition, allowable costs include supporting up to six-month deployment of law enforcement personnel to critical Southwest Border locations for operational activities (travel costs must be in accordance with applicable travel regulations).

OPSG funds may be used to pay additional current part-time law enforcement personnel salaries to bring them to temporary full-time status. OPSG funds may support a Governor's request to activate, deploy, or redeploy specialized National Guard Units/Package and/or elements of state law enforcement serving as friendly forces to increase or augment specialized/technical law enforcement elements' operational activities. Costs associated with backfill for personnel supporting operational activities are allowable.

As with all OPSG personnel costs, OPSG grant funds will be used to supplement existing funds and will not replace (supplant) funds that have been appropriated for the same purpose. Applicants or recipients may be required to supply documentation certifying that a reduction in non-federal resources occurred for reasons other than the receipt or expected receipt of federal funds.

Operational Overtime Costs

OPSG funds should be used for operational overtime costs associated with law enforcement activities in support of border law enforcement agencies for



enhanced border security. Overtime pay is for increased patrol time for certified public safety officers, along with limited support for other law enforcement direct support personnel (e.g., Communication Officers/Dispatchers, non-sworn patrol pilots, etc.). Overtime shall be reimbursed consistent with the non-federal entity's overtime policy and the requirements as stated below:

1. Overtime is time worked that exceeds the required number of hours during an employee's designated shift;
2. Overtime must be worked to increase patrol capacity and be in support of identified and approved United States Border Patrol (USBP) border security operations;
3. The OPSG overtime hourly rate of pay will be no more than the approved overtime rate per local law and policy and must be in accordance with applicable state and federal regulations;
4. All overtime expenses under OPSG must be reasonable for the services rendered and conform to the non-federal entity's established written policy, which must apply to both federally funded and non-federally funded activities and comply with the other applicable requirements under 2 C.F.R. §§ 200.430-200.431; and
5. The non-federal entity may not utilize OPSG funding to pay for an employee's overtime hours or pay that exceeds 16 hours worked in any 24-hour period.

Intelligence Support

Per 6 U.S.C. § 609(a), OPSG funds may, as applicable and operationally beneficial, be used to pay salaries and benefits or overtime for personnel to serve as qualified Intelligence Analysts to enable and enhance information/intelligence sharing capabilities, as well as support existing intelligence analysts previously covered by OPSG funding. Qualified OPSG-funded intelligence analysts can be assigned to an applicable law enforcement facility/intelligence function as long as information/intelligence sharing is maintained. To serve as an OPSG-funded intelligence analyst, personnel must meet at least one of the following criteria:

1. Complete training to ensure baseline proficiency in intelligence analysis and production within six (6) months of being hired; and/or,



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2. Previously served as an intelligence analyst for a minimum of two years either in a federal intelligence agency, the military, or state and/or local law enforcement intelligence unit.

OPSG-funded intelligence analysts must demonstrate qualifications that meet or exceed competencies identified in the Common Competencies for state, local, and tribal intelligence analysts, which outlines the minimum categories of training needed for intelligence analysts. A certificate of completion of such training must be on file with the SAA and must be made available to the recipient's respective FEMA HQ Preparedness Officer upon request.

viii. Regional Border Projects

Recipients are encouraged to prioritize the acquisition and development of regional projects on the borders to maximize interoperability and coordination capabilities among federal agencies and with state, local, and tribal law enforcement partners. Such regional projects include:

1. Communications equipment;
2. Radio systems and repeaters;
3. Integration with regional intelligence and information sharing effort (i.e., fusion centers):
 - Intelligence analysts.
4. Situational Awareness equipment:
 - License Plate Reader Networks;
 - Visual detection and surveillance systems;
 - Sensor Systems;
 - Radar Systems (for air and/or marine incursions); and
 - Aircraft systems (manned or unmanned).

ix. Transportation Costs and Costs Related to the Provision of Acute Medical Care

Vehicle, fuel, mileage, operational overtime, and other types of costs otherwise allowable under an OPSG award's HSGP NOFO are allowable where the costs are in support of the necessary transportation of individuals interdicted while



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carrying out allowable OPSG-funded activities or operations from the point of interdiction to an applicable law enforcement facility.

When transporting individuals interdicted in the course of carrying out allowable OPSG-funded activities or operations from the point of interdiction, non-Federal entities may charge vehicle, fuel, mileage, operational overtime, and other types of costs otherwise allowable under an OPSG award's HSGP NOFO associated with necessary transportation to provide acute medical care for individuals being transported from the point of interdiction. In such cases, non-Federal entities may also charge operational overtime for personnel that monitor a detained individual receiving acute medical care where the individual remains in the custody of the non-Federal law enforcement agency. Costs incurred beyond the acute phase of medical care (e.g., upon admission to the hospital, or after transfer from an acute care facility to the hospital) and costs incurred once the custodial responsibility of the individual is transferred to CBP are not allowable under OPSG.

Costs described above are allowable regardless of what entity or agency initially makes the interdiction. Personnel costs incurred by non-Federal law enforcement agencies eligible under OPSG (including deputies, corrections officers, or detention officers) for costs described above are allowable.

x. Temporary or Term Appointments

Temporary or term appointments are allowable under an OPSG award, so long as they comply with the following:

1. Subrecipients may utilize temporary or term appointments to augment the law enforcement presence on the borders. However, applying funds toward hiring full-time or permanent sworn public safety officers is unallowable;
2. OPSG-funded temporary or term appointments may not exceed the approved period of performance:
 - For OPSG purposes, temporary appointments are non-status appointments for less than one year; and
 - For OPSG purposes, term appointments are non-status appointments for one year, extendable for one year as necessary.
3. OPSG funding for temporary or term appointments may pay for salary only. Benefits are not allowable expenses for term or temporary employees;



4. OPSG remains a non-hiring program. Appropriate uses of temporary or term appointments include:
 - To carry out specific enforcement operations work for ongoing OPSG-funded patrols throughout the Sector Area of Operation;
 - To staff operations of limited duration, such as OPSG-enhanced enforcement patrols targeting specific locations or criminal activity; and
 - To fill OPSG positions in activities undergoing transition or personnel shortages and local backfill policies (medical/military deployments).
5. OPSG term and temporary appointments must have all necessary certifications and training to enforce state and local laws. OPSG funds will not be used to train or certify term or temporary appointments except as otherwise stated in this NOFO and the Preparedness Grants Manual; and
6. FEMA provides no guarantee of funding for temporary or term appointments. In addition to the terms of this NOFO, subrecipients must follow their own applicable policies and procedures regarding temporary or term appointments.

j. Unallowable Costs for SHSP, UASI, and OPSG

Per FEMA policy, the purchase of weapons and weapons accessories, including ammunition, is not allowed with HSGP funds. Grant funds may not be used for the purchase of equipment not approved by FEMA. Grant funds must comply with [FEMA Policy 207-22-0002, Prohibited or Controlled Equipment Under FEMA Awards](#), and may not be used for the purchase of the following equipment: firearms; ammunition; grenade launchers; bayonets; or weaponized aircraft, vessels, or vehicles of any kind with weapons installed. Unauthorized exercise-related costs include:

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

i. Unallowable Costs for OPSG Only



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OPSG unallowable costs include costs associated with evidence collection, arrest processing, prosecution, and Traffic/DUI checkpoints, such as evidence documentation cameras, fingerprinting supplies, alcohol breathalyzers, portable work lights, traffic barricades, and similar law enforcement expenses. OPSG unallowable costs also include costs associated with staffing and general IT computing equipment and hardware, such as personal computers, faxes, copy machines, modems, etc. OPSG is not intended as a hiring program. Therefore, applying funds toward hiring full-time or permanent sworn public safety officers is unallowable. OPSG funding shall not be used to supplant inherent routine patrols and law enforcement operations or activities not directly related to providing enhanced coordination between local and federal law enforcement agencies. Finally, construction and/or renovation costs are prohibited under OPSG. Applicants should refer to [IB 421b](#), or contact their FEMA HQ Preparedness Officer for guidance and clarification. Due to the nature of OPSG, exercise expenses are not allowable costs under OPSG.

E. Application Review Information

1. Application Evaluation Criteria

a. Programmatic Criteria

i. Risk Methodology

The risk methodology determines the relative risk of terrorism faced by a given area considering the potential risk of terrorism to people, critical infrastructure, and economic security. The analysis includes, but is not limited to, threats from violent domestic extremists, international terrorist groups, individuals inspired by terrorists abroad, and the assessment of vulnerabilities and potential consequences. DHS defines risk as: “potential for an adverse outcome assessed as a function of hazard/threats, assets and their vulnerabilities, and consequences.” See DHS Lexicon Terms and Definitions: 2018 Edition – Revision 04, (Apr. 2018). The FEMA risk methodology is focused on three elements:

1. **Threat:** the likelihood of an attack being attempted by an adversary;
2. **Vulnerability:** the likelihood that an attack is successful, given that it is attempted; and
3. **Consequence:** the effect of an event, incident, or occurrence.



NOTE: The THIRA/SPR process is separate from the risk methodology and its results do not affect grant allocations.

The Risk Methodology is used to inform allocations under HSGP. For more information on the SHSP, UASI, and OPSG allocation processes, please see Section B.1 of this NOFO, “Available Funding for the NOFO.”

ii. Application Evaluation Criteria

FEMA will evaluate the FY 2024 HSGP applications for completeness, adherence to programmatic guidelines, and anticipated effectiveness of the proposed investments. FEMA’s review will include verification that each IJ and project:

1. Aligns with at least one core capability identified in the Goal;
2. Demonstrates how investments support building capability and/or closing capability gaps or sustaining capabilities identified in the THIRA/SPR process; and
3. Supports a NIMS-typed resource and whether those assets are deployable/shareable to support emergency or disaster operations per existing EMAC agreements.

In addition to the above, FEMA will evaluate whether proposed projects are: 1) both feasible and effective at reducing the risks for which the project was designed; and 2) able to be fully completed within the three-year period of performance. FEMA will use the information provided in the application and after the submission of the first BSIR to determine the feasibility and effectiveness of a grant project. To that end, IJs should include:

1. An explanation of how the proposed project(s) will achieve objectives as identified in the SPR, including expected long-term impact where applicable, and which core capability gap(s) it helps to close and how;
2. A summary of the status of planning and design efforts accomplished to date (e.g., included in a capital improvement plan); and
3. A project schedule with clear milestones.

Recipients are expected to conform, as applicable, with accepted engineering practices, established codes, standards, modeling techniques, and best practices, and participate in the development of case studies demonstrating the effective use of grant funds, as requested.



FEMA will also review any submitted National Priority Area-aligned IJs and projects to ensure they meet the minimum spend requirements. Additional information on how the National Priority Area IJs and projects will be reviewed for effectiveness is included in the Review and Selection Process section below.

b. Financial Integrity Criteria

Prior to making a federal award, FEMA is required by 31 U.S.C. § 3354, [as enacted by the Payment Integrity Information Act of 2019, Pub. L. No. 116-117 \(2020\)](#); 41 U.S.C. § 2313; and 2 C.F.R. § 200.206 to review information available through any Office of Management and Budget (OMB)-designated repositories of governmentwide eligibility qualification or financial integrity information, [including whether](#) SAM.gov identifies the applicant as being excluded from receiving federal awards or is flagged for any integrity record submission. FEMA may also pose additional questions to the applicant to aid in conducting the pre-award risk review. Therefore, application evaluation criteria may include the following risk-based considerations of the applicant:

- i. Financial stability.
- ii. Quality of management systems and ability to meet management standards.
- iii. History of performance in managing federal award.
- iv. Reports and findings from audits.
- v. Ability to effectively implement statutory, regulatory, or other requirements.

c. Supplemental Financial Integrity Criteria and Review

Prior to making a federal award where the anticipated total federal share will be greater than the simplified acquisition threshold, currently \$250,000:

- i. FEMA is required by 41 U.S.C. § 2313 and 2 C.F.R. § 200.206(a)(2) to review and consider any information about the applicant, including information on the applicant's immediate and highest-level owner, subsidiaries, and predecessors, if applicable, that is in the designated integrity and performance system accessible through the System for Award Management (SAM), which is currently the [Federal Awardee Performance and Integrity Information System](#) (FAPIIS).



- ii. An applicant, at its option, may review information in FAPIIS and comment on any information about itself that a federal awarding agency previously entered.
- iii. FEMA will consider any comments by the applicant, in addition to the other information in FAPIIS, in making a judgment about the applicant's integrity, business ethics, and record of performance under federal awards when completing the review of risk posed by applicants as described in 2 C.F.R. § 200.206.

2. Review and Selection Process

a. *SHSP and UASI*

All proposed investments will undergo a federal review by DHS/FEMA to verify compliance with all administrative and eligibility criteria identified in the NOFO. The federal review will be conducted by FEMA HQ Preparedness Officers. FEMA HQ Preparedness Officers will use a checklist to verify compliance with all administrative and eligibility criteria identified in the NOFO. Recipients must be able to demonstrate how investments support building capability and/or closing capability gaps or sustaining capabilities identified in the THIRA/SPR process. IJs will be reviewed at both the investment and project level.

Emergency communications investments will be jointly reviewed by FEMA and CISA's Emergency Communications Division (ECD) to verify compliance with SAFECOM Guidance on Emergency Communications Grants (SAFECOM Guidance). FEMA and ECD will coordinate directly with the recipient on any compliance concerns and will provide technical assistance as necessary to help ensure full compliance.

Additional Effectiveness Evaluation Criteria for the National Priority Areas

FEMA will evaluate the FY 2024 HSGP IJs and projects submitted in support of the National Priority Areas for anticipated effectiveness. FEMA's review will include verification that each IJ or project meets the National Priority Area required spend percentages.



Cybersecurity investments will be reviewed by DHS/FEMA, CISA, and other DHS components as appropriate, for compliance with purposes and requirements of the priority investment area. Proposed investments will be reviewed for effectiveness using the criteria set forth in this NOFO.

Soft Targets/Crowded Places investments will be reviewed by DHS/FEMA, CISA, and other DHS components as appropriate, for compliance with purposes and requirements of the priority investment area. Proposed investments will be reviewed for effectiveness using the criteria set forth in this NOFO.

Information Sharing and Cooperation Investments will be reviewed by DHS/FEMA, DHS Office of Intelligence and Analysis, and other DHS components as appropriate, for compliance with purposes and requirements of the priority investment area. Proposed investments will be reviewed for effectiveness using the criteria set forth in this NOFO.

For additional information on Fusion Center requirements, please see the [Preparedness Grants Manual](#).

Domestic violent extremism investments will be reviewed by DHS/FEMA, DHS Office of Intelligence and Analysis, DHS Center for Prevention Programs and Partnerships, and other DHS components as appropriate, for compliance with purposes and requirements of the priority investment area. Proposed investments will be reviewed for effectiveness using the scoring criteria set forth in this NOFO.

Community preparedness and resilience investments will be reviewed by DHS/FEMA and other DHS components as appropriate, for compliance with purposes and requirements of the priority investment area. Proposed investments will be reviewed for effectiveness using the scoring criteria set forth in this NOFO.

Election security investments will be reviewed by DHS/FEMA, CISA, and other DHS components as appropriate, for compliance with purposes and requirements of the priority investment area. Proposed investments will be reviewed for effectiveness using the scoring criteria set forth in this NOFO.

FEMA will determine whether the proposed approach is clear, logical, and reasonable to address the priority areas of interest and contribute to a culture of national preparedness. This includes factors such as the objectives and strategies proposed to address the priority area, how the objectives and strategies overcome



legal, political, or practical obstacles to reduce overall risk, the process, and criteria to select additional relevant projects, and the approach to monitor awards to satisfy the funding percentage allocations.

For applicants that elect to submit IJs and project-level details for the National Priority Areas at the time of application, effectiveness will be evaluated prior to award. If the projects are found to not sufficiently align with the National Priority Area(s), applicants may have funds placed on hold (up to 30%) until the projects are revised to satisfactorily address the National Priority Areas.

For applicants that elect to submit IJs and project-level details for the National Priority Areas as part of their December 2024 BSIR, they will have funds placed on hold in the amount of 30%. The hold will be released only after their December 2024 BSIR submission has been reviewed, projects related to the National Priority Areas deemed in alignment by DHS/FEMA, and the funding hold is removed by FEMA.

SAAs are still required to meet pass-through requirements even if funds are on hold related to the National Priority Areas.

To that end, IJs should include:

- How the proposed investment addresses the National Priority Area;
- An explanation of how the proposed projects were selected and will achieve objectives and strategies to build or sustain the core capability gaps identified in the SPR, including expected long-term impact where applicable; and
- A summary of the collaboration efforts to prevent, prepare for, protect against, and respond to acts of terrorism as well as anticipated outcomes of the project.

For FY 2024 SHSP and UASI investments and projects related to the National Priority Areas, effectiveness will be evaluated based on the following four factors:

- Investment Strategy (40%): Proposals will be evaluated based on the quality and extent to which applicants describe an effective strategy that demonstrates that proposed projects support the program objective of preventing, preparing for, protecting against, and responding to acts of terrorism, to meet its target capabilities, and otherwise reduce the overall risk to the high-risk urban area, the state, or the Nation.



- Budget (20%): Proposals will be evaluated based on the extent to which applicants describe a budget plan for each investment demonstrating how the applicant will maximize cost effectiveness of grant expenditures.
- Impact/Outcomes (40%): Proposals will be evaluated on how the investment helps the jurisdiction close capability gaps identified in its SPR and addresses the relevant National Priority Area outlined in this NOFO. Further, proposals will be evaluated on their identification and estimated improvement of core capability(ies), the associated standardized target(s) that align with their proposed investment, and the ways in which the applicant will measure and/or evaluate improvement.
- Past Performance (additional consideration): Proposals will be evaluated based on the applicants demonstrated capability to execute the proposed investments. In evaluating applicants under this factor FEMA will consider the information provided by the applicant and may also consider relevant information from other sources.

B. OPSG

Applications will be reviewed by the SAA and USBP Sector Headquarters for completeness and adherence to programmatic guidelines and evaluated for anticipated feasibility, need, and impact of the Operations Orders. For more information on Operations Orders and other requirements of OPSG, see section D.10 above and the [Preparedness Grants Manual](#).

DHS/FEMA will verify compliance with all administrative and eligibility criteria identified in the NOFO and required submission of Operations Orders and Inventory of Operations Orders by the established due dates. DHS/FEMA and USBP will use the results of both the risk analysis and the federal review by DHS/FEMA to make recommendations for funding to the Secretary of Homeland Security.

FY 2024 OPSG funds will be allocated among the eligible jurisdictions based on risk-based prioritization using the OPSG Risk Assessment described above. Final funding allocations are determined by the Secretary of Homeland Security, who may consider information and input from various law enforcement offices or subject-matter experts within the Department. Factors considered include, but are not limited to threat, vulnerability, miles of the border, and other border-specific



law enforcement intelligence, as well as the feasibility of FY 2024 Operations Orders to designated localities within border states and territories.

F. Federal Award Administration Information

1. Notice of Award

Before accepting the award, the AOR and recipient should carefully read the award package. The award package includes instructions on administering the grant award and the terms and conditions associated with responsibilities under federal awards. **Recipients must accept all conditions in this NOFO and the [Preparedness Grants Manual](#), as well as any **specific terms and conditions** in the Notice of Award to receive an award under this program.**

See the [Preparedness Grants Manual](#) for information on Notice of Award.

FEMA will provide the federal award package to the applicant electronically via FEMA GO. Award packages include an Award Letter, Summary Award Memo, Agreement Articles, and Obliging Document. An email notification of the award package will be sent through FEMA's grant application system to the AOR that submitted the application.

Recipients must accept their awards no later than 60 days from the award date. The recipient shall notify FEMA of its intent to accept and proceed with work under the award through the FEMA GO system.

Funds will remain on hold until the recipient accepts the award through the FEMA GO system and all other conditions of the award have been satisfied or until the award is otherwise rescinded. Failure to accept a grant award within the specified timeframe may result in a loss of funds.

2. Pass-Through Requirements

Awards made to the SAA for HSGP carry additional **statutorily mandated** pass-through requirements. Pass-through is defined as an obligation on the part of the SAA to make funds available to local units of government, combinations of local units, tribal governments, or other specific groups or organizations. These entities



are defined at 6 U.S.C. § 101(13) as:

- A county, municipality, city, town, township, local public authority, school district, special district, intrastate district, council of governments (regardless of whether the council of governments is incorporated as a nonprofit corporation under State law), regional or interstate government entity, or agency or instrumentality of a local government.
- An Indian tribe or authorized tribal organization, or in Alaska a Native village or Alaska Regional Native Corporation.
- A rural community, unincorporated town or village, or other public entity.

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

- The SAA must make a firm written commitment to passing through grant funds to subrecipients;
- The SAA's commitment must be unconditional (i.e., no contingencies for the availability of SAA funds);
- There must be documentary evidence (i.e., award document, terms, and conditions) of the commitment; and
- The award terms must be communicated to the subrecipient.

Timing and Amount

The SAA must pass-through at least 80% of the funds awarded under SHSP and UASI to the above-defined local or tribal units of government within 45 calendar days of receipt of the funds. "Receipt of the funds" occurs either when the SAA accepts the award or 15 calendar days after the SAA receives notice of the award, whichever is earlier.

SAAs are sent notification of HSGP awards via the FEMA GO system. If an SAA accepts its award within 15 calendar days of receiving notice of the award in the FEMA GO system, the 45 calendar days pass-through period will start on the date the SAA accepted the award. Should an SAA not accept the HSGP award within 15 calendar days of receiving notice of the award in the FEMA GO system, the 45 calendar days pass-through period will begin 15 calendar days after the award notification is sent to the SAA via the FEMA GO system.

It is important to note that the period of performance start date does not directly affect the start of the 45 calendar days pass-through period. For example, an SAA



may receive notice of the HSGP award on August 25, 2024, while the period of performance dates for that award are September 1, 2024, through August 31, 2027. In this example, the 45-day pass-through period will begin on the date the SAA accepts the HSGP award or September 9, 2024 (15 calendar days after the SAA was notified of the award), whichever date occurs first. The period of performance start date of September 1, 2024 would not affect the timing of meeting the 45-calendar day pass-through requirement.

Other SHSP and UASI Pass-Through Requirements

The signatory authority of the SAA must certify in writing to DHS/FEMA that pass-through requirements have been met. ***A letter of intent (or equivalent) to distribute funds is not considered sufficient.*** A letter of intent is not a firm commitment and if issued before FEMA makes the award, then a letter of intent is also not unconditional since it is inherently conditioned on receipt of funds.

The pass-through requirement does not apply to SHSP awards made to the District of Columbia, Guam, American Samoa, the U.S. Virgin Islands, or the Commonwealth of the Northern Mariana Islands. ***The Commonwealth of Puerto Rico is required to comply with the pass-through requirement***, and its SAA must also obligate at least 80% of the funds to local units of government within 45 calendar days of receipt of the funds.

Under SHSP, the SAA may retain more than 20% of funding for expenditures made by the state on behalf of the local unit(s) of government, such as expenditures by the state in order to pass through goods or services to local unit(s) of government in lieu of cash. This may occur only with the written consent, such as a Memorandum of Understanding, between the SAA and the local unit(s) of government. Separate written consent is necessary for each local unit of government in which more than 20% of funding is retained on their behalf by the state. The written consent must specify the amount of funds to be retained and the intended use of funds, including whether any goods or services will be passed through in lieu of cash. It must also be signed by authorized representatives of both the state and the local unit of government.

States shall review their written consent agreements yearly and ensure that they are still valid. If a written consent agreement is already in place from previous fiscal years, DHS/FEMA will continue to recognize it for FY 2024, unless the written consent review indicates the local government is no longer in agreement. If



modifications to the existing agreement are necessary, the SAA should contact their assigned FEMA HQ Preparedness Officer. However, even if a written consent agreement is in place from previous fiscal years, ***the SAA must still initially carry out the pass-through documentation for its FY 2024 award and comply with the four pass-through criteria described above before the written consent agreement can take effect for purposes of the FY 2024 funding.***

Additional OPSG Requirements

The recipient is prohibited from obligating or expending funds provided through this award until each unique and specific county-level or equivalent Operational Order/Fragmentary Operations Order budget has been reviewed and approved through an official electronic mail notice issued by DHS/FEMA removing this special programmatic condition.

3. Administrative and National Policy Requirements

In addition to the requirements of in this section and in this NOFO, FEMA may place specific terms and conditions on individual awards in accordance with 2 C.F.R. Part 200.

In addition to the information regarding DHS Standard Terms and Conditions and Ensuring the Protection of Civil Rights, see the [Preparedness Grants Manual](#) for additional information on administrative and national policy requirements, including the following:

- Environmental Planning and Historic Preservation (EHP) Compliance
- FirstNet
- National Incident Management System (NIMS) Implementation
- SAFECOM

a. DHS Standard Terms and Conditions

All successful applicants for DHS grant and cooperative agreements are required to comply with DHS Standard Terms and Conditions, which are available online at: [DHS Standard Terms and Conditions](#).



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The applicable DHS Standard Terms and Conditions will be those in effect at the time the award was made. What terms and conditions will apply for the award will be clearly stated in the award package at the time of award.

b. Ensuring the Protection of Civil Rights

As the Nation works towards achieving the [National Preparedness Goal](#), it is important to continue to protect the civil rights of individuals. Recipients and subrecipients must carry out their programs and activities, including those related to the building, sustainment, and delivery of core capabilities, in a manner that respects and ensures the protection of civil rights for protected populations.

Federal civil rights statutes, such as Section 504 of the Rehabilitation Act of 1973 and Title VI of the Civil Rights Act of 1964, along with

DHS and FEMA regulations, prohibit discrimination on the basis of race, color, national origin, sex, religion, age, disability, limited English proficiency, or economic status in connection with programs and activities receiving [federal financial assistance](#) from FEMA, [as applicable](#).

The DHS Standard Terms and Conditions include a fuller list of the civil rights provisions that apply to recipients. These terms and conditions can be found in the [DHS Standard Terms and Conditions](#). Additional information on civil rights provisions is available at <https://www.fema.gov/about/offices/equal-rights/civil-rights>.

Monitoring and oversight requirements in connection with recipient compliance with federal civil rights laws are also authorized pursuant to 44 C.F.R. Part 7 [or other applicable regulations](#).

In accordance with civil rights laws and regulations, recipients and subrecipients must ensure the consistent and systematic fair, just, and impartial treatment of all individuals, including individuals who belong to underserved communities that have been denied such treatment.

c. Environmental Planning and Historic Preservation (EHP) Compliance

See the [Preparedness Grants Manual](#) for information on EHP compliance.

d. National Incident Management System (NIMS) Implementation



In expending funds under this program, recipients that are state, local, tribal, or territorial governments must ensure and maintain adoption and implementation of NIMS, including implementation of important operational systems defined under NIMS, such as ICS. The state, local, tribal, or territorial government must show adoption of NIMS during any point of the period of performance. See the [Preparedness Grants Manual](#) for information about NIMS implementation.

e. Emergency Communication Investments

If an entity uses HSGP funding to support emergency communications investments, the following requirements shall apply to all such grant-funded communications investments in support of the emergency communications priorities and recognized best practices:

- The signatory authority for the SAA must certify in writing to DHS/FEMA their compliance with the [SAFECON Guidance](#). The certification letter should be coordinated with the SWIC for each state and must be uploaded to FEMA GO at the time of the first Program Performance Report submission.
- All states and territories must designate a full-time SWIC who has the authority and resources to actively improve interoperability with emergency management and response agencies across all levels of government, to include establishing statewide plans, policies, and procedures, and coordinating decisions on communications investments funded through federal grants. Note that the designated full-time SWIC may also be the state's or territory's cybersecurity point of contact. SWIC status information will be maintained by CISA and will be verified by FEMA GPD through programmatic monitoring activities.
- By the period of performance end date, all states and territories must update the SCIP, with a focus on communications resilience/continuity, to include assessment and mitigation of all potential risks identified in the SCIP: natural disasters, accidental damage (human failures), intentional damage (sabotage, terrorism), cybersecurity, etc. Following the initial update, the SCIP should be updated on an annual basis. SCIP status information will be maintained by CISA and will be verified by FEMA GPD through programmatic monitoring activities.

All states and territories must test their emergency communications capabilities and procedures (as outlined in their operational communications plans) in conjunction with regularly planned exercises (separate/addition emergency communications exercises are not required). Exercises should be used to both



demonstrate and validate skills learned in training and to identify gaps in capabilities. Resilience and continuity of communications should be tested during training and exercises to the greatest extent possible. Further, exercises should include participants from multiple jurisdictions, disciplines, and levels of government and include emergency management, emergency medical services, law enforcement, interoperability coordinators, public health officials, hospital officials, officials from colleges and universities, and other disciplines and private sector entities, as appropriate. Findings from exercises should be used to update programs to address gaps in emergency communications as well as emerging technologies, policies, and partners. Recipients are encouraged to increase awareness and availability of emergency communications exercise opportunities across all levels of government.

States, territories, and other eligible grant recipients are advised that HSGP funding may be used to support communications planning (including the cost of hiring a SWIC, participation in governance bodies and requirements delineated above), training, exercises, and equipment costs. Costs for transitioning to the FirstNet network may also be eligible. More information regarding FirstNet can be found in the [Preparedness Grants Manual](#).

f. Mandatory Disclosures

The non-Federal entity or applicant for a Federal award must disclose, in a timely manner, in writing to the Federal awarding agency or pass-through entity all violations of Federal criminal law involving fraud, bribery, or gratuity violations potentially affecting the Federal award. (2 CFR 200.113)

Please note applicants and recipients may report issues of fraud, waste, abuse, and mismanagement, or other criminal or noncriminal misconduct to the [Office of Inspector General \(OIG\) Hotline](#). The toll-free numbers to call are 1 (800) 323-8603, and TTY 1 (844) 889-4357.

4. Reporting

Recipients are required to submit various financial and programmatic reports as a condition of award acceptance. Future awards and funds drawdown may be withheld if these reports are delinquent.

See the [Preparedness Grants Manual](#) for information on reporting requirements.



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5. Monitoring and Oversight

The regulation at 2 C.F.R. § 200.337 provides DHS and any of its authorized representatives with the right of access to any documents, papers, or other records of the recipient [and any subrecipients] that are pertinent to a federal award in order to make audits, examinations, excerpts, and transcripts. The right also includes timely and reasonable access to the recipient's or subrecipient's personnel for the purpose of interview and discussion related to such documents. Pursuant to this right and per 2 C.F.R. § 200.329, DHS may conduct desk reviews and make site visits to review project accomplishments and management control systems to evaluate project accomplishments and to provide any required technical assistance. During site visits, DHS may review a recipient's or subrecipient's files pertinent to the federal award and interview and/or discuss these files with the recipient's or subrecipient's personnel. Recipients and subrecipients must respond in a timely and accurate manner to DHS requests for information relating to a federal award.

See the [Preparedness Grants Manual](#) for information on monitoring and oversight.

G. DHS Awarding Agency Contact Information

1. Contact and Resource Information

a. Program Office Contact

FEMA has assigned state-specific Preparedness Officers for the HSGP. If you do not know your Preparedness Officer, please contact FEMA Grants News by phone at (800) 368-6498 or by email at fema-grants-news@fema.dhs.gov, Monday through Friday, 9:00 AM – 5:00 PM ET.

b. FEMA Grants News

FEMA Grants News is a non-emergency comprehensive management and information resource developed by FEMA for grants stakeholders. This channel provides general information on all FEMA grant programs and maintains a comprehensive database containing key personnel contact information at the federal, state, and local levels. When necessary, recipients will be directed to a federal point of contact who can answer specific programmatic questions or concerns. FEMA Grants News can be reached by e-mail at [fema-grants-](mailto:fema-grants-news@fema.dhs.gov)



news@fema.dhs.gov OR by phone at (800) 368-6498, Monday through Friday, 9:00 AM – 5:00 PM ET.

c. Grant Programs Directorate (GPD) Award Administration Division

GPD's Award Administration Division (AAD) provides support regarding financial matters and budgetary technical assistance. Additional guidance and information can be obtained by contacting the AAD's Help Desk via e-mail at ASK-GMD@fema.dhs.gov.

d. FEMA Regional Offices

FEMA Regional Offices provide some fiscal support functions, including cash analysis and financial monitoring for this program. The FEMA Grant Programs Directorate, Office of Grants Administration, is responsible for financial and programmatic management of this program, and provides technical assistance, as needed or requested.

FEMA Regional Office contact information is available at:
<https://www.fema.gov/fema-regional-contacts>.

e. Equal Rights

The FEMA Office of Equal Rights (OER) is responsible for compliance with and enforcement of federal civil rights obligations in connection with programs and services conducted by FEMA and recipients of FEMA financial assistance. All inquiries and communications about federal civil rights compliance for FEMA grants under this NOFO should be sent to FEMA-CivilRightsOffice@fema.dhs.gov.

f. Environmental Planning and Historic Preservation

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

2. Systems Information

a. FEMA GO



FEMA

For technical assistance with the FEMA GO system, please contact the FEMA GO Helpdesk at femago@fema.dhs.gov or (877) 585-3242, Monday through Friday, 9:00 AM – 6:00 PM ET.

b. FEMA Preparedness Toolkit

The [FEMA Preparedness Toolkit \(PrepToolkit\)](#) provides access to the tools and resources needed to implement the National Preparedness System and provide a collaborative community space for communities completing the Unified Reporting Tool (URT). Recipients complete and submit their THIRA/SPR, and other required assessments using the tools on PrepToolkit. For assistance, contact support@preptoolkit.fema.dhs.gov.

H. Additional Information

GPD has developed the [Preparedness Grants Manual](#) to guide applicants and recipients of grant funding on how to manage their grants and other resources. Recipients seeking guidance on policies and procedures for managing preparedness grants should reference the Preparedness Grants Manual for further information. Examples of information contained in the [Preparedness Grants Manual](#) include:

- Actions to Address Noncompliance
- Audits
- Case Studies and Use of Grant-Funded Resources During Real-World Incident Operations
- Community Lifelines
- Conflicts of Interest in the Administration of Federal Awards and Subawards
- Disability Integration
- National Incident Management System
- Payment Information
- Period of Performance Extensions



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- Procurement Integrity
- Record Retention
- Termination Provisions
- Whole Community Preparedness
- Report Issues of Fraud, Waste, and Abuse
- Hazard Resistant Building Codes
- Other Post-Award Requirements

1. Termination Provisions

FEMA may terminate a federal award in whole or in part for one of the following reasons. FEMA and the recipient must still comply with closeout requirements at 2 C.F.R. §§ 200.344-200.345 even if an award is terminated in whole or in part. To the extent that subawards are permitted under this NOFO, pass-through entities should refer to 2 C.F.R. § 200.340 for additional information on termination regarding subawards. Note that all information in this Section H.1 “Termination Provisions” is repeated in the [Preparedness Grants Manual](#).

a. Noncompliance

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



NOFO. See also the section on Actions to Address Noncompliance in the [Preparedness Grants Manual](#).

b. With the Consent of the Recipient

FEMA may also terminate an award in whole or in part with the consent of the recipient, in which case the parties must agree upon the termination conditions, including the effective date, and in the case of partial termination, the portion to be terminated.

c. Notification by the Recipient

The recipient may terminate the award, in whole or in part, by sending written notification to FEMA setting forth the reasons for such termination, the effective date, and in the case of partial termination, the portion to be terminated. In the case of partial termination, FEMA may determine that a partially terminated award will not accomplish the purpose of the federal award, so FEMA may terminate the award in its entirety. If that occurs, FEMA will follow the requirements of 2 C.F.R. §§ 200.341-200.342 in deciding to fully terminate the award.

2. Program Evaluation

Federal agencies are required to structure NOFOs that incorporate program evaluation activities from the outset of their program design and implementation to meaningfully document and measure their progress towards meeting agency priority goal(s) and program outcomes.

[OMB Memorandum M-21-27](#), Evidence-Based Policymaking: Learning Agendas and Annual Evaluation Plans, implementing Title I of the Foundations for Evidence-Based Policymaking Act of 2018, Pub. L. No. 115-435 (2019) (Evidence Act), urges federal awarding agencies to use program evaluation as a critical tool to learn, improve equitable delivery, and elevate program service and delivery across the program lifecycle. Evaluation means “an assessment using systematic data collection and analysis of one or more programs, policies, and organizations intended to assess their effectiveness and efficiency.” Evidence Act, § 101 (codified at 5 U.S.C. § 311).



As such, recipients and subrecipients are required to participate in a DHS-, Component, or Program Office-led evaluation if selected, which may be carried out by a third-party on behalf of the DHS, its component agencies, or the Program Office. Such an evaluation may involve information collections including but not limited to surveys, interviews, or discussions with individuals who benefit from the federal award program operating personnel, and award recipients, as specified in a DHS-, component agency-, or Program Office-approved evaluation plan. More details about evaluation requirements may be provided in the federal award, if available at that time, or following the award as evaluation requirements are finalized. Evaluation costs incurred during the period of performance are allowable costs (either as direct or indirect). Recipients and subrecipients are also encouraged, but not required, to participate in any additional evaluations after the period of performance ends, although any costs incurred to participate in such evaluations are not allowable and may not be charged to the federal award.

3. Financial Assistance Programs for Infrastructure

a. Build America, Buy America Act

Recipients and subrecipients must comply with the Build America, Buy America Act (BABAA), which was enacted as part of the Infrastructure Investment and Jobs Act §§ 70901-70927, Pub. L. No. 117-58 (2021); and Executive Order 14005, Ensuring the Future is Made in All of America by All of America's Workers. See also 2 C.F.R. Part 184 and Office of Management and Budget (OMB) Memorandum M-24-02, Implementation Guidance on Application of Buy America Preference in Federal Financial Assistance Programs for Infrastructure.

None of the funds provided under this program may be used for a project for infrastructure unless the iron and steel, manufactured products, and construction materials used in that infrastructure are produced in the United States.

The Buy America preference only applies to articles, materials, and supplies that are consumed in, incorporated into, or affixed to an infrastructure project. As such, it does not apply to tools, equipment, and supplies, such as temporary scaffolding, brought to the construction site and removed at or before the completion of the infrastructure project. Nor does a Buy America preference apply to equipment and



furnishings, such as movable chairs, desks, and portable computer equipment, that are used at or within the finished infrastructure project but are not an integral part of the structure or permanently affixed to the infrastructure project.

For FEMA's official policy on BABAA, please see FEMA Policy 207-22-0001: Buy America Preference in FEMA Financial Assistance Programs for Infrastructure available at https://www.fema.gov/sites/default/files/documents/fema_build-america-buy-america-act-policy.pdf To see whether a particular FEMA federal financial assistance program is considered an infrastructure program and thus required to include a Buy America preference, please see [Programs and Definitions: Build America, Buy America Act | FEMA.gov](#). and https://www.fema.gov/sites/default/files/documents/fema_build-america-buy-america-act-policy.pdf

b. Waivers

When necessary, recipients (and subrecipients through their pass-through entity) may apply for, and FEMA may grant, a waiver from these requirements.

A waiver of the domestic content procurement preference may be granted by the agency awarding official if FEMA determines that:

- Applying the domestic content procurement preference would be inconsistent with the public interest.
- The types of iron, steel, manufactured products, or construction materials are not produced in the United States in sufficient and reasonably available quantities or of a satisfactory quality.
- The inclusion of iron, steel, manufactured products, or construction materials produced in the United States will increase the cost of the overall project by more than 25%.

For FEMA awards, the process for requesting a waiver from the Buy America preference requirements can be found on FEMA's website at: ["Buy America" Preference in FEMA Financial Assistance Programs for Infrastructure | FEMA.gov](#).

c. Definitions

For BABAA specific definitions, please refer to the FEMA Buy America website at: ["Programs and Definitions: Build America, Buy America Act | FEMA.gov."](#)



Please refer to the applicable DHS Standard Terms & Conditions for the BABAA specific term applicable to all FEMA financial assistance awards for infrastructure.

4. Report issues of fraud, waste, abuse

Please note, when applying to this notice of funding opportunity and when administering the grant, applicants may report issues of fraud, waste, abuse, and mismanagement, or other criminal or noncriminal misconduct to the Office of Inspector General (OIG) Hotline. The toll-free numbers to call are 1 (800) 323-8603, and TTY 1 (844) 889-4357.

5. National Threat Evaluation and Reporting (NTER) Program Office

As the threat landscape continues to evolve, the DHS Office of Intelligence and Analysis (I&A) [National Threat Evaluation and Reporting \(NTER\) Program Office](#) empowers homeland security partners to adapt to new threats and prevent terrorism and targeted violence. NTER equips homeland security partners with tools and resources to identify, report, and mitigate threats of terrorism and targeted violence to keep the Homeland safe primarily through two lines of effort: the [Nationwide Suspicious Activity Reporting \(SAR\) Initiative \(NSI\)](#) and [Behavioral Threat Assessment Integration](#).

a. Behavioral Threat Assessment Integration

NTER assists federal, state, local, tribal, and territorial (F/SLTT) partners with integrating a behavioral approach to violence prevention into their processes for identifying and mitigating homeland security threats of targeted violence, regardless of motive. Through training, partner capacity building, and information sharing, NTER supports the identification and mitigation of threats. The Office fills a national gap by providing a framework for Behavioral Threat Assessment and Management (BTAM) as a best practice for targeted violence prevention.

- The [Master Trainer Program](#) certifies F/SLTT partners in the instruction of BTAM techniques and best practices. This instructor development and certification program prepares F/SLTT partners to engage their local communities and empowers homeland partners to help mitigate threats and aid in preventing acts of targeted violence.
- [Foundations of Targeted Violence Prevention eLearning](#): This one-hour eLearning empowers partners to recognize threats or potentially concerning



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behaviors; understand what behaviors may be displayed by a person who is on a pathway to violence; learn where to report information of concern; and understand how the information reported will be used to keep our communities safe.

b. Nationwide Suspicious Activity Reporting Initiative

The NSI is a joint collaborative effort by the U.S. Department of Homeland Security, the Federal Bureau of Investigation, and F/SLTT law enforcement partners. This initiative provides law enforcement with a tool to help prevent terrorism and other related criminal activity by establishing a national capacity for identifying, gathering, documenting, processing, analyzing, and sharing tips and leads. The NSI is a standardized process for identifying, reporting, and sharing suspicious activity in jurisdictions across the country.

- [SAR Standardized Technical Assistance Consultation Guide](#): This document provides an overview of the technical assistance and training services.
- [Online SAR Training for Law Enforcement and Hometown Security Partners](#): To increase the effectiveness of this multifaceted approach, the NSI has developed training programs for frontline officers and hometown security partners on how to report identified suspicious activity to the proper authorities while maintaining the protection of citizens' privacy, civil rights, and civil liberties.
- [Nationwide Suspicious Activity Reporting \(SAR\) Initiative \(NSI\) Fundamentals | Homeland Security \(dhs.gov\)](#): This one-hour training course provides an interactive overview of the NSI. It provides users an understanding of the evaluation process used to determine whether identified behavior adheres to the Information Sharing Environment Functional Standard criteria, in accordance with privacy, civil rights, and civil liberties protections.

[1] Strategic Intelligence Assessment and Data on Domestic Terrorism, Federal Bureau of Investigation and Department of Homeland Security, June 2023.

[2] Including assessment of critical infrastructure system vulnerabilities and plans to reduce consequences of disruptions, using the Infrastructure Resilience Planning Framework and Regional Resiliency Assessment Methodology produced



by the Cybersecurity and Infrastructure Security Agency.

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

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

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

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

[7] Except for American Samoa and the Commonwealth of the Northern Mariana Islands, which are not required to belong to EMAC at this time.

[8] This applies to all homeland security personnel and is not limited to M&A staff, and costs are to be captured outside the cap on M&A costs.

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



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equipment and controlled equipment lists.





***Cal* OES**

**GOVERNOR'S OFFICE
OF EMERGENCY SERVICES**

**Fiscal Year 2024
Homeland Security Grant Program**

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

November 2024

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A – FY 2024 HSGP Allocations
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Federal Program Announcement

On April 16, 2024, the U.S. Department of Homeland Security (DHS)/Federal Emergency Management Agency (FEMA) issued the Fiscal Year (FY) 2024 Homeland Security Grant Program (HSGP), [Notice of Funding Opportunity](#) (NOFO) and the FEMA [Preparedness Grants Manual](#).

Subrecipients must follow the programmatic requirements in the NOFO, FEMA Preparedness Grants Manual, and the applicable provisions of the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards located in [Title 2, Code of Federal Regulations \(C.F.R.\), Part 200](#).

Information Bulletins

DHS issues [Information Bulletins](#) (IBs) to provide updates, clarification, and new requirements throughout the life of the grant.

Grant Management Memoranda

Cal OES issues [Grant Management Memoranda](#) (GMMs) which provide additional information and requirements regarding HSGP funds.

Purpose of the California Supplement

The FY 2024 HSGP California Supplement to the NOFO (State Supplement) is intended to complement, rather than replace, the NOFO and the FEMA [Preparedness Grants Manual](#). Applicants are highly encouraged to thoroughly read the NOFO and the Preparedness Grants Manual before referring to the State Supplement. The State Supplement will emphasize differences between the FY 2023 and FY 2024 HSGP and highlight additional California policies and requirements applicable to FY 2024 HSGP.

Eligible Subrecipients

Eligible Applicants, referred to as Subrecipients, include Counties/Operational Areas (OAs), Urban Areas (UAs), State Agencies (SAs), Departments, Commissions, and Boards who have or can obtain appropriate state Department of Finance budget authority for awarded funds, and federally recognized tribes located in California.

Tribal Allocations

The NOFO strongly encourages Cal OES to provide HSGP funds directly to tribes in California. To implement this requirement, a special Competitive Funding Opportunity will be issued to California's federally recognized tribes.

Tribal Allocations Cont.	All Subrecipients are encouraged to coordinate with tribal governments to ensure that tribal needs are considered in their grant applications.
Subrecipient Allocations	FY 2024 HSGP Subrecipient final allocations are provided in Attachment A and reflect reductions to Subrecipients who did not submit minimum thresholds for National Priority Areas, including Subrecipients opting out of the award altogether, and increases to Subrecipients that are helping meet statewide minimum level National Priority Area requirements.
Supplanting	Grant funds must be used to supplement existing funds, not replace (supplant) funds that have been appropriated for the same purpose. Subrecipients may be required to provide supporting documentation that certifies a reduction in non-federal resources that occurred for reasons other than the receipt or expected receipt of federal funds. Supplanting will result in the disallowance of the activity associated with this improper use of federal grant funds.
Public/Private Organizations	Subrecipients may contract with other public or private organizations to perform eligible activities on approved HSGP projects.
Debarred/ Suspended Parties	Subrecipients must not make or permit any award (subaward or contract) at any tier, to any party, that is debarred, suspended, or otherwise excluded from, or ineligible for, participation in federal assistance programs. Subrecipients must obtain documentation of eligibility before making any subaward or contract using HSGP funds and must be prepared to present supporting documentation to monitors/auditors. Before entering into a Grant Subaward, the Subrecipient must notify Cal OES if it knows if any of the principals under the subaward fall under one or more of the four criteria listed at 2 C.F.R. § 180.335. The rule also applies to Subrecipients who pass through funding to other local entities.

**Debarred/
Suspended
Parties
Cont.**

If at any time after accepting a subaward, Subrecipients learn that any of its principals fall under one or more of the criteria listed at [2 C.F.R. § 180.335](#), immediate written notice must be provided to Cal OES and all grant activities halted until further instructions are received from Cal OES. The rule also applies to subawards passed through by Subrecipients to local entities.

**Key Changes to
the FY 2024
HSGP**

National Priority Areas: There are six National Priority Areas (NPAs) for FY 2024. The primary change for FY 2024 is that only the Enhancing Election Security NPA maintains a 3% minimum spend. SHSP and UASI applicants must include one Investment Justification (IJ) for each NPA that has a minimum spend requirement, where applicable. For the NPAs with no minimum spend requirement, the Department of Homeland Security strongly encourages recipients to make investments in those areas as they are of critical national concern. For those NPAs that have an associated minimum spend, **all projects related to meeting the minimum spend for those NPAs must be included in the same IJ.**

The six NPAs, along with the relevant minimum spend requirement, are:

- Enhancing information and intelligence sharing and cooperation with federal agencies, including the Department of Homeland Security – NEW no minimum spend;
- Enhancing the protection of soft targets/crowded places – NEW no minimum spend;
- Enhancing cybersecurity – no minimum spend;
- Enhancing community preparedness and resilience – NEW no minimum spend;
- Combating domestic violent extremism – NEW no minimum spend ;
- Enhancing election security – 3% minimum.

**Key Changes to
the FY 2024
HSGP
Cont.****Purchasing Under a FEMA Award: 2024 OMB Revisions:**

The Office of Management and Budget (OMB) has updated parts of the OMB Guidance for Grants and Agreements in Title 2 of the Code of Federal Regulations. These updates will apply to FEMA awards with an award date on or after October 1, 2024.

Key changes include updates to the federal procurement standards at [2 C.F.R. §§ 200.317 – 200.327](#), which govern how FEMA award recipients and subrecipients must conduct purchases under a FEMA award.

FEMA will update its policy and guidance documents to incorporate these revisions, but for now, please refer to the [Purchasing Under a FEMA Award: 2024 OMB Revisions Fact Sheet](#) for more information.

Details on all the 2 C.F.R. revisions can be found on the [Federal Register's Guidance for Federal Financial Assistance webpage](#).

For more information on the federal procurement standards, visit [Contracting with Federal Funds for Goods and Services Before, During and After Disasters](#).

Grants Central System (GCS):

On July 3, 2024, Cal OES Grants Management announced its new Grants Central System (GCS). GCS will simplify the grant process with a streamlined, efficient, and automated approach to manage grant programs.

Starting with the Fiscal Year 2024 grant application cycle, Subrecipients will complete and submit their subaward applications in the GCS. All related grant activities throughout the grant cycle will also occur in the GCS. All previous open grant year activities will continue with the Financial Management Forms Workbook.

**FY 2024 National
Priorities**

DHS/FEMA annually publishes the [National Preparedness Report](#) (NPR) to report national progress in building, sustaining, and delivering the core capabilities outlined in the goal of a secure and resilient nation. This analysis provides a national perspective on critical preparedness trends for whole community partners to use to inform program priorities, allocate resources, and communicate with stakeholders about issues of concern.

HSGP Subrecipients are required to prioritize grant funding to demonstrate how investments support closing capability gaps or sustaining capabilities identified in the Threat Hazard Identification and Risk Assessment (THIRA)/Stakeholder Preparedness Review (SPR) process.

DHS/FEMA continually assesses changes to the threat landscape to further the National Preparedness Goal (NPG) of a secure and resilient nation. The following are national priority areas for FY 2024, including the corresponding percentage of funds required in each area:

- Enhancing information and intelligence sharing and cooperation with federal agencies, including DHS – no minimum;
- Enhancing the protection of soft targets/crowded places – no minimum;
- Enhancing cybersecurity – no minimum;
- Enhancing community preparedness and resilience – no minimum;
- Combating domestic violent extremism through enhanced intelligence collection & analysis, training, and community resilience – no minimum; and
- Enhancing election security – 3% minimum.

Subrecipients must spend a minimum of 30% of their SHSP and UASI awards across the six NPAs but have flexibility on how that funding is allocated. Only the Enhancing Election Security NPA has a minimum spend requirement of 3%. The remaining 27% can be allocated across any of the NPAs.

**FY 2024 National
Priorities Cont.**

National Priority projects will be reviewed for effectiveness by DHS/FEMA and must be deemed effective prior to the obligation or expenditure of funds.

Projects requiring additional information for DHS/FEMA to determine effectiveness of the project, or projects deemed ineffective, will have a hold placed on their subaward pending submission of requested information and DHS/FEMA approval. Once a project is approved by DHS/FEMA, modifications to the project have special restrictions regarding modifications as indicated below:

Modifications which do not change the project scope and do not decrease the overall project budget can be processed via regular modification request.

Modifications which change the project scope or decrease the overall project budget will require DHS/FEMA approval and must be requested in GCS.

Effectiveness will be evaluated by DHS/FEMA, Cybersecurity and Infrastructure Security Agency, DHS Office of Intelligence and Analysis, DHS Center for Prevention Programs and Partnerships, and/or other DHS components, as appropriate. FEMA will determine whether the proposed approach is clear, logical, and reasonable to address the priority areas of interest and contribute to a culture of national preparedness, based on the following four factors:

- **Investment Strategy (40%):** Projects will be evaluated based on the quality and extent to which the strategy effectively demonstrates supporting the program objective of preventing, preparing for, protecting against, and responding to acts of terrorism, to meet its target capabilities, and otherwise reduce the overall risk to the high-risk urban area, the state, or the nation.
- **Budget (20%):** Projects will be evaluated based on the extent to which a budget plan for each investment demonstrates how grant expenditures maximize cost effectiveness.

**FY 2024 National
Priorities Cont.**

- **Impact/Outcomes (40%):** Projects will be evaluated on how this investment helps the jurisdiction close capability gaps identified in its Stakeholder Preparedness Review and addresses NPs outlined in the FY 2024 NOFO. Further, projects will be evaluated on their identification and estimated improvement of core capability(ies), the associated standardized target(s) that align with their proposed investment, and the ways in which improvements are measured and/or evaluated.
- **Past Performance (additional consideration):** Projects will be evaluated based on the Subrecipient's demonstrated capability to execute the proposed investments. Under this factor, FEMA will consider the information provided by the Subrecipient and may also consider relevant information from other sources.

A detailed description of allowable investments for each NP is included in the [FY 2024 HSGP NOFO \(Section A\)](#).

**National
Campaigns and
Programs**

Whole Community Preparedness – Subrecipients should engage with the whole community to advance individual and community preparedness and to work as a nation to build and sustain resilience. In doing so, Subrecipients are encouraged to consider the needs of individuals with access and functional needs and limited English proficiency in the activities and projects funded by the grant.

Subrecipients should utilize [established best practices for whole community inclusion](#) and engage with stakeholders to advance individual and jurisdictional preparedness and resilience. Subrecipients are encouraged to consider the necessities of all Californians in the activities and projects funded by the grant, including children, seniors, individuals with disabilities or access and functional needs, individuals with diverse culture and language use, individuals with lower economic capacity, and other underserved populations.

**National
Campaigns and
Programs Cont.**

Additional information regarding community preparedness and resilience is available through [Individuals and Communities](#).

Active Shooter Preparedness – DHS developed a comprehensive [Active Shooter Preparedness website](#), which strives to enhance national preparedness through a whole-community approach by providing the necessary products, tools, and resources to help all stakeholders prepare for and respond to an active shooter incident. Subrecipients are encouraged to review the referenced active shooter resources and evaluate their preparedness needs.

Soft Targets and Crowded Places – States, territories, UAs, and public and private sector partners are encouraged to identify security gaps and build capabilities that address security needs and challenges related to protecting locations or environments that are easily accessible to large numbers of people on a predictable or semi-predictable basis that have limited security or protective measures in place, including town centers, shopping malls, open-air venues, outside hard targets/venue perimeters, and other places of meeting and gathering. For more information, please see DHS's [Hometown Security Program](#).

Community Lifelines – FEMA created Community Lifelines to reframe incident information and impacts using plain language and unity of effort to enable the integration of preparedness efforts, existing plans, and identifies unmet needs to better anticipate response requirements. Additional information may be found at the [Community Lifelines Implementation Toolkit website](#).

Strategic Framework for Countering Terrorism and Targeted Violence – DHS adopted the [DHS Strategic Framework for Countering Terrorism and Targeted Violence](#) which explains how the department will use the tools and expertise that have protected and strengthened the country from foreign terrorist organizations to address the evolving challenges of today.

**National
Campaigns and
Programs Cont.**

Countering Violent Extremism (CVE) Training - Foreign terrorist groups and individual terrorist thought leaders recruit or inspire Westerners to carry out attacks against western and U.S. targets, including individuals living in communities with the U.S. via, but not limited to, print, video, and social media, as well as through personal interaction. But we also know that violent extremism is not a phenomenon restricted solely to one community and that any effort to counter violent extremism must be applicable to all ideologically motivated violence. Efforts to provide information and training regarding CVE should emphasize the strength of local communities' approach.

**National
Cybersecurity
Review**

The [National Cybersecurity Review \(NCSR\)](#) is a required assessment for all Subrecipients of State Homeland Security Program (SHSP) and Urban Areas Security Initiative (UASI) funding to be completed between October 2024 and February 2025.

The NCSR is a no-cost, anonymous, and annual self-assessment designed to measure gaps and capabilities of state, local, tribal, territorial, nonprofit, and private sector agencies' cybersecurity programs.

Additionally, FEMA recognizes that some subawards will not be issued until after the NCSR has closed. In these cases, Subrecipients will be required to complete the first available NCSR offered after the subaward has been issued by Cal OES.

The Chief Information Officer (CIO), Chief Information Security Officer (CISO), or equivalent should complete the NCSR. If there is no CIO or CISO, the most senior cybersecurity professional should complete the assessment. Additional information may be found in [IB 439](#) and [429a](#).

**NIMS
Implementation**

Prior to the allocation of any federal preparedness awards, Subrecipients must ensure and maintain the adoption and implementation of the [National Incident Management System](#) (NIMS).

**Law Enforcement
Terrorism
Prevention
Activities**

At least 35% of the grant funding under SHSP and UASI must be dedicated to Law Enforcement Terrorism Prevention Activities (LETPA). This required LETPA allocation can be from SHSP, UASI, or both and may be met by funding projects in any combination of the six NPAs and any other investments.

Allowable expenditures can be found in the authorizing legislation, [Preparedness Grants Manual](#), [Information Bulletin \(IB\) No. 473 Supplemental Guidance for LETPA Expenditures](#), the [National Prevention Framework](#), and [National Protection Framework](#).

For an activity to be counted towards the LETPA requirement, it must have a law enforcement terrorism prevention nexus. If an activity is listed in the authorizing legislation or can be directly tied to a capability in the National Prevention Framework or shared capability in the National Protection Framework, then it is presumed to have law enforcement nexus and be a LETPA. For all other claimed activities, nexus to law enforcement and terrorism prevention must be clearly explained.

Refer to [IB 485 - FY23 LETPA Supplemental Guidance](#) to the NOFO for further direction on how to account for LETPA activities, best practices for submitting LETPA investments, and information on how to distinguish LETPA from other activities.

**Management
and
Administration**

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

Indirect Costs

Indirect costs are allowable under the FY 2024 HSGP Grant Award.

Subrecipients with an indirect cost rate approved by their cognizant federal agency may claim indirect costs based on the established rate. Indirect costs claimed must be calculated using the base approved in the indirect cost negotiation agreement. A copy of the approved negotiation agreement is required at the time of application.

**Indirect Costs
Cont.**

Indirect costs are *in addition to* the M&A allowance and must be included in the Grant Award application as a "Project" and reflected in GCS on the Indirect Cost page if being claimed under the award.

Indirect costs must be claimed no more than once annually, and only at the end of the Subrecipient's fiscal year. An exception to this rule applies if there is a mid-year change to the approved indirect cost rate; in this case, costs incurred to date must be claimed. At that time, a Grant Subaward Modification reflecting the rate change must also be submitted to Cal OES, along with a copy of the new Indirect Cost Rate Agreement.

The FEMA Preparedness Grants Manual, published by FEMA, states that State and local governments are **not** permitted to use the de minimis rate. These costs are allowable only when an exception is granted to the SAA by FEMA per 2 C.F.R. Part 200, Appendix VII, paragraph D.1.b. Subrecipients should not include these costs in their future applications until further notice. If necessary, subrecipients may work with their Grants Analyst to modify their existing projects to remove these costs that were included in their advanced application.

**Organization
Costs – Overtime**

Operational overtime costs are allowable *for increased security measures at critical infrastructure sites* if associated with detecting, deterring, disrupting, and preventing acts of terrorism and other catastrophic events.

Per section D-13 of [The U.S. Department of Homeland Security \(DHS\) Notice of Funding Opportunity \(NOFO Fiscal Year 2024 Homeland Security Grant Program\)](#), all operational overtime requests must clearly explain how the request meets the criteria of one or more of the listed Authorized Operational Overtime Categories. Requests must address the threat environment as it relates to the event or activity requiring operational overtime support and explains how the overtime activity is responsive to the threat.

**Organization
Costs – Overtime
Cont.**

Post-event operational overtime requests will only be considered on a case-by-case basis, where it is demonstrated exigent circumstances prevented submission of a request in advance of the event or activity. Requests for overtime costs must be submitted to Cal OES via [Allowability Request Log \(ARL\) Form](#) in GCS at the time of application, if the activity will occur within one year of the final application submission. All subsequent requests must be submitted at least 60 days in advance of the activity.

All operational overtime costs must be formally pre-approved in writing by DHS/FEMA.

Personnel Cap

Pursuant to [6 U.S.C. § 609\(b\)](#), SHSP and UASI funds may be used for personnel costs, totaling up to 50 percent of each fund source. A Subrecipient may request this requirement be waived by DHS/FEMA, via Cal OES. Requests for personnel cap waivers must be submitted separately for each fund source in GCS , with the following information:

- Documentation explaining why the cap should be waived;
- Conditions under which the request is being submitted; and
- A budget and method of calculation of personnel costs both in percentages of the Grant Award **and** in total dollar amount (waivers must be calculated separately for SHSP and UASI, outlining salary, fringe benefits, and any M&A costs).

Subrecipient requests to exceed the personnel cap must be received by Cal OES at the time of application in GCS. Subaward modifications impacting the personnel cap will be reviewed on a case-by-case basis and may require the submittal of the above-mentioned information.

Please see [IB 421b](#) for more information on the waiver process.

**Equipment
Typing/
Identification
and Use**

Allowable HSGP equipment is listed on the [FEMA Authorized Equipment List](#) (AEL) website.

Subrecipients that allocate HSGP funds towards equipment are required to type and identify the capability associated with that equipment.

The [FEMA Resource Typing Library Tool \(RTL\)](#) can be used to help determine the type and capability.

Per FEMA policy, the purchase of weapons and weapon accessories are not allowed with HSGP funds. Special rules apply to pharmaceutical purchases, medical countermeasures, and critical emergency supplies; refer to page A-10 of the [FEMA Preparedness Grants Manual](#) for additional information.

Expenditures for general purpose equipment are allowable if they align to and support one or more core capabilities identified in the NPG, and in addition, are deployable/sharable through the Emergency Management Assistance Compact and allowable under 6 U.S.C. § 609. Refer to the NOFO and Preparedness Grants Manual for examples of allowable general-purpose equipment.

**Equipment
Maintenance/
Sustainment**

Use of HSGP funds for maintenance contracts, warranties, repair or replacement costs, upgrades, and user fees are allowable as described in FEMA [IBs 336](#) and [379](#), as well as Grant Programs Directorate (GPD) Policy [FP-205-402-125-1](#).

**Emergency
Communications
Projects**

All Subrecipient emergency communications projects must comply with the SAFECOM Guidance on Emergency Communications Grants and describe in their application how such activities align with the goals of the Statewide Communications Interoperability Plan.

**Telecom
Equipment and
Services
Prohibitions**

Effective August 13, 2020, section 889(f)(2)-(3) of the [John S. McCain National Defense Authorization Act for FY 2019 \(NDAA\)](#) and [2 C.F.R. § 200.216, 200.471](#), and Appendix II to 2 C.F.R. Part 200 prohibit DHS/FEMA Recipients and Subrecipients (including their contractors and subcontractors) from using any FEMA funds under open or

**Telecom
Equipment and
Services
Prohibitions Cont.**

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.

Additional guidance is available in [FEMA Policy #405-143-1, Prohibitions on Expending FEMA Award Funds for Covered Telecommunications Equipment or Services](#)

**Prohibited and
Controlled
Equipment**

Effective May 25, 2022, [Executive Order \(EO\) 14074, Advancing Effective, Accountable Policing and Criminal Justice Practices to Enhance Public Trust and Public Safety](#), Section 12(a) of EO 14074 directs the Department of Homeland Security (DHS) to review its grant programs and, consistent with applicable law, prohibits the use of grant funding to purchase certain types of military equipment by state, local, tribal, and territorial law enforcement agencies (LEAs).

Prohibited and Controlled Equipment Cont.

For all awards issued on or after January 1, 2023, the policy directly prohibits certain types of equipment outright (prohibited equipment), whereas other types of equipment may be controlled, or LEAs are required to submit certifications prior to purchase.

Even if equipment is listed as controlled equipment and is not outright prohibited, that does not automatically make it allowable under a particular FEMA program. Subrecipients should refer to applicable program guidance or contact your Grants Analyst to determine if a particular type of equipment is allowable under that program.

Additional information regarding Prohibited and Controlled Equipment is available on [FEMA Policy 207-22-0002](#). FEMA Controlled Equipment Request Form can be submitted in GCS.

Small Unmanned Aircraft Systems

All requests to purchase Small Unmanned Aircraft Systems (SUAS) with FEMA grant funding must comply with [FEMA Policy 207-22-0002](#) and include copies of the policies and procedures in place to safeguard individuals' privacy, civil rights, and civil liberties of the jurisdiction that will purchase, take title to, or otherwise use the SUAS equipment. The Authorized Equipment Listing for [03OE-07-SUAS](#) details questions that must be included in the SUAS Request justification. Reference the [Presidential Memorandum: Promoting Economic Competitiveness While Safeguarding Privacy, Civil Rights, and Civil Liberties in Domestic Use of Unmanned Aircraft Systems](#) for additional information.

FEMA approval is required before a SUAS can be purchased with HSGP grants funds.

Subrecipients must submit Cal OES' UAS-Drone Request Form, Controlled Equipment Self-Certification Form and FEMA's Controlled Equipment Request Form for FEMA approval. Requests for drone/UAS accessories follow the same UAS process that requires FEMA review and approval.

Emergency Operations Plans

Subrecipients should update their Emergency Operations Plan (EOP) at least once every two years to remain compliant with the [Comprehensive Preparedness Guide 101 version 2.0](#).

Conflict of Interest

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

Subrecipients must disclose to their Grants Analyst, in writing, any real or potential conflict of interest as defined by the federal, state, local, or tribal statutes or regulations, which may arise during the administration of the HSGP subaward within five days of learning of the conflict of interest.

Build America, Buy America Act (BABAA)

Under FEMA financial assistance programs, the BABAA requirements apply to:

- New awards made on or after January 2, 2023,
- New funding that FEMA obligates to existing awards or through renewal awards on or after January 2, 2023; and
- Infrastructure projects.

Funds provided under this program may not be used for a project for infrastructure unless the iron and steel, manufactured products, and construction materials used in that infrastructure are produced in the United States.

**Build America,
Buy America Act
(BABAA) Cont.**

The Buy America preference only applies to articles, materials, and supplies that are consumed in, incorporated into, or affixed to an infrastructure project. As such, it does not apply to tools, equipment, and supplies, such as temporary scaffolding, brought to the construction site and removed at or before the completion of the infrastructure project. Additionally, the Buy America

preference does not apply to equipment and furnishings, such as movable chairs, desks, and portable computer equipment, that are used at or within the finished infrastructure project but are not an integral part of the structure or permanently affixed to the infrastructure project.

When necessary, Subrecipients may apply for a waiver from these requirements.

Additional information regarding the BABAA can be found on FEMA's website under [Buy America Preference Buy America Preference](#).

**FY 2024
Investments**

The State prioritized the following investment strategies for the FY 2024 subawards:

1. Enhance Information and Intelligence Sharing and Cooperation with Federal Agencies, including DHS **(National Priority);**
2. Enhance the Protection of Soft Targets/Crowded Places **(National Priority);**
3. Enhance Cybersecurity **(National Priority);**
4. Enhancing Community Preparedness and Resilience **(National Priority);**
5. Combating Domestic Violent Extremism **(National Priority);**
6. Strengthen Emergency Communications Capabilities Through Planning, Governance, Technology, and Equipment;
7. Enhance Medical and Public Health Preparedness;
8. Strengthen Information Sharing and Collaboration (non-Fusion Center);
9. Enhance Multi-Jurisdictional/Inter-Jurisdictional All-Hazards/Whole Community Incident Planning, Response & Recovery Capabilities;
10. Protect Critical Infrastructure and Key Resources (includes Food and Agriculture); and
11. Enhance Election Security **(National Priority).**

**California
Homeland
Security Strategy
Goals**

The State prioritized the following California Homeland Security Strategy Goals for the FY 2024 subawards:

1. Enhance Information Collection, Analysis, and Sharing, in Support of Public Safety Operations Across California;
2. Protect Critical Infrastructure and Key Resources from All Threats and Hazards;
3. Strengthen Security and Preparedness Across Cyberspace;
4. Strengthen Communications Capabilities through Planning, Governance, Technology, and Equipment;
5. Enhance Community Preparedness;
6. Enhance Multi-Jurisdictional/Inter-Jurisdictional All-Hazards Incident Catastrophic Planning, Response, and Recovery Capabilities;
7. Improve Medical and Health Capabilities;
8. Enhance Incident Recovery Capabilities;
9. Strengthen Food and Agriculture Preparedness; and
10. Enhance Homeland Security Exercise, Evaluation, and Training Programs.

**State Initiative
Funding**

For FY 2024, Cal OES shall retain 20% of the SHSP and 17.3% of the UASI funding for state initiatives.

“On Behalf Of”

Cal OES may, in conjunction with local approval authorities, designate funds “on behalf of” local entities who choose to decline or fail to utilize their subaward in a timely manner.

**Public Alert and
Warning**

Cal OES encourages Subrecipients to consider the use of this funding to assist their jurisdiction’s alignment with the [State of California Alert and Warning Guidelines](#), developed pursuant to Senate Bill 833 of the 2018 Legislative Session.

Grant Subaward Application

Subrecipients must complete and submit their Grant Subaward Application through the online Cal OES Grants Central System (GCS). All forms and required fields must be completed in order to submit the application in the GCS.

Cal OES may require revisions and/or additional documentation to finalize the submission of the Grant Subaward Application in the GCS. The assigned Grants Analyst can provide technical assistance in completing these components.

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 Subrecipient Grants Management Assessment Form is a required application form and can be completed in GCS.

Application Forms

Federal Funding Accountability and Transparency Act (FFATA) Financial Disclosure – Use the FFATA Financial Disclosure Form in GCS to provide the information required by the Federal Funding Accountability and Transparency Act of 2006.

Certification Regarding Lobbying – Use the Certification Regarding Lobbying Form in GCS to certify lobbying activities, as stipulated by the Byrd Anti-Lobbying Amendment, 31 U.S.C. § 1352.

Intelligence Analysts Certificates – Pursuant to the Preparedness Grants Manual, Cal OES must have certificates for completion of training for fusion center analytical personnel. Please provide copies of certificates for each intelligence analyst, if applicable.

UASI Footprint (UASIs Only) – The Urban Area Working Group (UAWG) establishes the 'footprint' of the UA. A map or list defining the footprint must be included with the application.

UAWG Member Roster (UASIs Only) – A list of all current UAWG members with positions or titles.

Application Forms Cont.	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. The FY 2024 Standard Assurances are a required application form within GCS. NOTE: Self-created Standard Assurances will not be accepted.
Program Standard Assurances Addendum	The Program Standard Assurances Addendum specifies additional requirements that Subrecipients must meet. The Program Standard Assurances Addendum is a required application form within GCS.
Operational Areas and Urban Areas	Governing Body Resolution – The GBR appoints AAs (identified by the individual's name or by a position title) to act on behalf of the governing body and the Applicant by executing any actions necessary for each application and subaward. All Applicants are required to submit a copy of an approved GBR with their grant application in GCS. Resolutions may be valid for up to three grant years given the following: • The resolution identifies the applicable grant program (e.g., EMPG and/or HSGP); • The resolution identifies the applicable grant years, (e.g., FY 2023, FY 2024, FY 2025; 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. More than one person is recommended for designation as the AA.

Operational Areas and Urban Areas Cont.

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.

Operational Areas Only

Approval Authority Body – OAs must appoint an Anti-Terrorism Approval Body (Approval Authority) to have final approval of the OA's application for HSGP funds. Each member of the Approval Authority must provide written agreement with the OA's application for HSGP funds. The Approval Authority shall consist of the following representatives, and additional voting members may be added by a simple majority vote of the following standing members:

- County Public Health Officer or designee responsible for Emergency Medical Services
- County Fire Chief or Chief of Fire Authority
- Municipal Fire Chief (selected by the OA Fire Chiefs)
- County Sheriff
- Chief of Police (selected by the OA Police Chiefs)

Urban Areas Only

Urban Area Working Groups – Membership in the UAWG must provide either direct or indirect representation for all relevant jurisdictions and response disciplines (including law enforcement, fire service, EMS, hospitals, public health, and emergency management) that comprise the defined UA. It also must be inclusive of local Citizen Corps Council and tribal representatives. The UAWG should also ensure the integration of local emergency management, public health, and health care systems into a coordinated sustained local capability to respond effectively to a mass casualty incident. Additional group composition criteria are found in the FEMA [Preparedness Grants Manual](#).

Threat Hazard Identification and Risk Assessment – Subrecipients are required to submit a THIRA for all 32 core capabilities. Beginning in 2019, UAs are required to submit a THIRA every three years. An annual capability assessment will still be required.

**Urban Areas
Only Cont.**

Stakeholder Preparedness Review – The SPR is an annual grant requirement for all states, territories, and UAs. It is an annual capability assessment, which helps jurisdictions identify capability gaps and prioritize investment requirements to reach the targets set in their THIRA.

**Fusion
Centers Only**

All fusion center investments must align to, and reference, specific performance areas of the assessment that the funding is intended to support.

Fusion Centers are also required to follow all Reporting and Administrative Metrics for California Fusion Centers, as set forth in the Governor's Homeland Security Advisor/Cal OES Director's letter dated March 16, 2016. These operational and administrative metrics set forth an integrated and coordinated approach for regular and proactive information and intelligence sharing between all fusion centers in the California State Threat Assessment System (STAS).

**State
Agencies and
Tribes Only**

State Agencies, and federally recognized tribes may submit the Signature Authorization Form in lieu of a GBR, signed by the most senior ranking official, such as the Secretary, Director, President, Chancellor, or Chairperson.

Application Submission	Subrecipients must complete and submit their Grant Subaward Application through the online Cal OES Grants Central System (GCS). All forms and required fields must be completed in order to submit the application in GCS. During the application process, if it is determined not all allocated funds can be expended by the end of the period of performance, please inform a Grants Analyst as soon as possible. The completed application should be submitted in the GCS no later than the date provided in the GCS, and the FY 2024 HSGP Timeline, referenced as Attachment B.
Late or Incomplete Application	Late or incomplete applications may be denied. If an application is incomplete, the Grants Analyst may request additional information. Requests for late submission of applications must be made in writing to the Grants Analyst prior to the application due date. Cal OES has sole discretion to accept or reject a late or incomplete grant application.
HSGP Contact Information	The Grants Analyst Regional Assignments Map is linked and available on the Cal OES website under “Regional Assignments”.
Subaward Approval	Subrecipients will receive a formal notification of award no later than 45 days after Cal OES accepts the federal grant award. The award letter must be signed, dated, and returned to Cal OES within 20 calendar days. Once the completed application, along with the signed award letter, is received and the application is approved in GCS, reimbursement of eligible subaward expenditures may be requested in GCS.

Payment Request Process

To request an advance or cash reimbursement of HSGP funds, Subrecipients must first complete a payment request in GCS.

Payments can only be made if the Subrecipient has an approved application.

Advances and Interest Earned on Advances

An Advance payment is a payment that is requested before Subrecipients have disbursed the funds for program purposes. Subrecipients may be paid an advance, provided they maintain a willingness and ability to maintain procedures to minimize the time elapsing between the receipt of funds and their disbursement. The timing and amount of advance payments must be as close as administratively feasible to the actual disbursements by the Subrecipient for project costs.

Federal rules require advances to be deposited in interest-bearing accounts. Interest earned in amounts up to \$500 per year may be retained by Subrecipients for administrative expenses; any additional interest earned on federal advance payments must be returned annually to Cal OES.

Semi-Annual Drawdown Requirements

All Subrecipients must report expenditures and request funds at least semi-annually throughout the period of performance. Semi-annual drawdowns should occur by March and October of each calendar year following final approval of the subaward application, except for the final cash request, which must be submitted within 20 calendar days after the end of the period of performance.

Modifications

Post-award budget and scope modifications must be requested through GCS. The Subrecipient may implement grant modification activities, and incur associated expenses, only after receiving written final approval of the modification from Cal OES through GCS.

Subrecipients must provide a written justification with all modification requests. The justification will be completed in GCS. Please reference [GMM 2018-17](#) for additional information regarding modification requests.

Modifications to NP Projects have additional restrictions as indicated below:

**Modifications
Cont.**

Modifications which do not change the project scope and do not decrease the overall project budget can be processed via regular modification request.

Modifications which change the project scope or decrease the overall project budget will require DHS/FEMA approval and must be requested in GCS.

**Training
Requirements**

All grant-funded training activities must receive Cal OES approval prior to starting the training event. Cal OES shall allow Subrecipients to develop a “placeholder” for future training conferences when an agenda has not been established at the time Subrecipient applications are due. Please work with a Grants Analyst and the Training Branch to identify a possible “placeholder” for these types of training activities.

When seeking approval of non-DHS/FEMA developed courses, course materials must be submitted with the approval requests. Conditional approvals are not offered.

Subrecipients must complete a [Training Request Form](#) and submit it electronically to the Cal OES Training Branch to be approved with a Training Feedback Number before beginning any training activities. This includes project components like travel to, materials for, or attendance in training courses. Training Feedback Numbers should be obtained no later than 30 days before the first day of the training or related activities. Requests that are submitted with less than 30 days prior to the start of the training or activity are not guaranteed to be approved in time and run the risk of training being unallowable. Training Feedback numbers must be included on the Training budget page in GCS to be considered for reimbursement.

For more information on this or other training-related inquiries, contact the [Cal OES Training Branch](#) at (916) 845-8745 or Training@CalOES.ca.gov.

**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.

**Exercises,
Improvement
Plans, and After-
Action Reporting
Cont.**

Subrecipients must report on all exercises conducted with HSGP grant funds. An After-Action Report (AAR)/Improvement Plan (IP) or Summary Report (for Seminars and Workshops) must be completed and submitted to Cal OES within 90 days after exercise/seminars/workshops are conducted. It is acceptable to submit an *Exercise Summary Report for Seminars and Workshops* in lieu of a full AAR/IP.

Please e-mail AAR/IPs and Summary Reports to:

- hseep@fema.dhs.gov
- exercise@caloes.ca.gov
- Olivia.Rudolphy@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 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**.

**Procurement
Thresholds Cont.**

- **Simplified acquisition threshold:** This sets the maximum amount for which federal procurement procedures may be simplified. The threshold is **\$250,000**. For purchases at or below this amount, subrecipients may use streamlined methods, such as obtaining competitive price or rate quotations from an adequate number of qualified sources. Purchases exceeding \$250,000 require more formal procurement procedures, including sealed bids or competitive proposals.

Subrecipients must adhere to these thresholds and, in cases of conflict between local procurement procedures and federal requirements, must apply the more stringent threshold.

**Procurement
Documentation**

Subrecipients must maintain records that document the procurement process, including the rationale for the procurement method, contract type, contractor selection or rejection, and the basis for the contract price. To be allowable, costs must be properly documented. Acceptable documentation includes, but is not limited to:

- Solicitation materials (e.g., requests for quotes, bids, or proposals)
- Responses to solicitations (e.g., quotes, bids, or proposals)
- Independent cost estimates and post-solicitation cost/price analyses, if applicable
- Contract documents and amendments
- Evidence of required contract provisions
- Other documents mandated by federal regulations at the time the grant was awarded

**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 completed in GCS. Cal OES may request additional documentation that supports the procurement effort.

**Noncompetitive
Procurement
Cont.**

Cal OES will not reimburse for any noncompetitive procurement contracts for any HSGP terrorism-related training, regardless of the cost of the training. Exceptions to this policy may be approved in limited circumstances, e.g., related to a procurement effort that has resulted in inadequate competition. Please refer to GMM2017-01A and [GMM2021-05](#) for additional guidance.

**Performance
Bond**

Due to the risks associated with delays in vendor delivery of large equipment procurements, DHS/FEMA allows Subrecipients to obtain a "performance bond" for items that are paid for up front to ensure delivery of the equipment within the grant period of performance.

Cal OES *requires* Subrecipients to obtain a performance bond when procuring any equipment item over \$250,000, or for any vehicle, aircraft, or watercraft that requires full or partial payment **prior** to receiving the final product(s).

Performance Bond Waivers may be granted on a case-by-case basis and must be submitted to Cal OES in GCS prior to procurement.

**Environmental
Planning and
Historic
Preservation (EHP)**

DHS/FEMA is required to ensure all activities and programs that are funded by the agency comply with federal Environmental Planning and Historic Preservation (EHP) regulations. Subrecipients proposing projects or activities (including, but not limited to, training, exercises, the installation of equipment, and construction or renovation projects) that have the potential to impact the environment, or a historic structure must participate in the EHP screening process. EHP Screening Memos must include detailed project information, explain the goals and objectives of the proposed project, and include supporting documentation.

DHS/FEMA may also require the Subrecipient to provide a confidential California Historical Resources Information System (CHRIS) report in addition to the EHP Screening Form. Determination on the necessity of a CHRIS report is based upon information disclosed on the form. Grants Analysts will provide additional instructions should this report be required.

**Environmental
Planning and
Historic
Preservation (EHP)
Cont.**

[EHP Screening Requests](#) should be submitted to Cal OES as early as possible. All projects/activities triggering EHP must receive DHS/FEMA written approval prior to commencement of the funded activity.

Updated information may be referenced in the [FEMA GPD EHP Policy Guidance](#).

**Construction and
Renovation**

When applying for construction activity at the time of application, including communication towers, Subrecipients must submit evidence of approved zoning ordinances, architectural plans, any other locally required planning permits, and a notice of federal interest. Additionally, Subrecipients are required to submit an SF-424C Budget and Budget Detail that cites project costs. Communication tower construction requests also require evidence that the Federal Communications Commission's Section 106 review process was completed.

Subrecipients using funds for construction projects must comply with the Davis-Bacon Act. Subrecipients must ensure that their contractors or subcontractors for construction projects pay workers no less than the prevailing wages for laborers and mechanics employed on projects of a character like the contract work in the civil subdivision of the state in which the work is to be performed.

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

Written approval for construction must be provided by DHS/FEMA prior to the use of any HSGP funds for construction or renovation. No construction activities (including site preparation, utility installations, and any groundbreaking activities) or equipment installations on existing structures, may begin until the EHP review process is complete.

**Inventory Control
and Property
Management**

Subrecipients must use standardized resource management concepts for resource typing and credentialing, in addition to maintaining an inventory by which to facilitate the effective identification, dispatch, deployment, tracking, and recovery

Inventory Control and Property Management Cont.

of resources.

Subrecipients must have an effective inventory management system, to include:

- Property records that document description, serial/ID number, fund source, title information, acquisition date, cost, federal cost share, location, use, condition, and ultimate disposition;
- A physical inventory conducted at least every two years;
- A control system to prevent loss, damage, and theft of grant purchased equipment and supplies; and
- Adequate maintenance procedures to keep the property in good condition.

Equipment Disposition

When original or replacement equipment acquired under the HSGP is no longer needed for program activities, the Subrecipient must contact the Grants Analyst to request disposition instructions. See [2 C.F.R. § 200.313\(e\)](#).

Performance Reporting

Subrecipients must complete a BSIR each Winter and Summer using the DHS/FEMA [Grants Reporting Tool](#) (GRT) for all awards prior to FY 2024. All subsequent BSIR reports will be submitted in FEMA GO. BSIR must be completed for the duration of each subaward period of performance or until all grant activities are completed and the subaward is formally closed by Cal OES. Failure to submit a BSIR could result in subaward reduction, suspension, or termination.

The Subrecipient will be required to ensure up-to-date project information is entered. The appropriate budget pages in GCS may assist with the BSIR data entry process. For additional assistance with the BSIR, please contact your Grants Analyst.

Extension Requests

Extensions to the initial period of performance identified in the subaward will only be considered through formal, written requests to your Grants Analyst. Upon receipt of the extension request, Cal OES will:

1. Verify compliance with performance reporting requirements by confirming the Subrecipient has submitted all necessary performance reports;
2. Confirm the Subrecipient has provided sufficient justification for the request; and

**Extension
Requests Cont.**

3. If applicable, confirm the Subrecipient has demonstrated sufficient progress in past situations where an extension was authorized by Cal OES.

Extension requests will be granted only due to compelling legal, policy, or operational challenges, must be project-specific and will only be considered for the following reasons:

1. Contractual commitments with vendors that prevent completion of the project within the period of performance;
2. The project must undergo a complex environmental review which cannot be completed within this timeframe;
3. Projects are long-term by design and therefore, acceleration would compromise core programmatic goals; and
4. Where other special circumstances exist.

To be considered, extension requests must be received no later than 60 days prior to the end of the Subrecipient's period of performance and must contain specific and compelling justifications as to why an extension is required. All extension requests must address the following:

1. Grant program, fiscal year, and award number;
2. Reason for delay;
3. Current status of the activity/activities;
4. Approved period of performance termination date and new project completion date;
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 Program Analyst. For additional information, please see IB 379.

Extension Requests Cont.

Extension requests for personnel and salaries do not meet the requirements of IB 379 and will not be granted. Subrecipients are expected to complete all grant-funded personnel activities by the end of the subaward period of performance.

Progress Reports on Grant Extensions

All Subrecipients that receive Cal OES approval to extend their FY 2024 Grant Subaward period of performance may be required to submit progress reports indicating completed and future project milestones on all extended projects. Progress reports must be submitted electronically to the Subrecipient's Grants Analyst. Deadlines for the submission of progress reports will be established at the time of extension approval.

Monitoring

Cal OES Grants Monitoring actively monitors Subrecipients, through day-to-day communications, programmatic site visits, desk, and on-site compliance assessments. The purpose of the compliance assessment is to ensure Subrecipients are in compliance with applicable state and federal regulations, grant guidelines, and programmatic requirements.

Monitoring activities may include, but are not limited to:

- Verifying entries recorded on the GCS budget 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

**Monitoring
Cont.**

of grant activities, as required. It is common for Subrecipients to receive findings in a programmatic site visit or compliance assessment, which require a Corrective Action Plan (CAP) to be submitted by Subrecipients. Those Subrecipients who fail to submit a CAP, as required, shall have a “hold” placed on any future reimbursements until the “finding” is resolved.

**Failure to Submit
Required Reports**

Periodic reporting is required by the grant. Subrecipients who miss a single reporting deadline may receive a letter addressed to their Board of Supervisors informing them of the failure to report. County OAs and tribes who fail to report twice consecutively may have subsequent awards reduced by 10% until timely reporting is reestablished; UASIs may have a “hold” placed on any future reimbursements.

**Suspension/
Termination**

Cal OES may suspend or terminate grant funding, in whole or in part, or other measures may be imposed for any of the following reasons:

- Failure to submit required reports.
- Failure to expend funds in a timely manner consistent with the grant milestones, guidance, and assurances.
- Failure to comply with the requirements or statutory progress toward the goals or objectives of federal or state law.
- Failure to make satisfactory progress toward the goals or objectives set forth in the Subrecipient application.
- Failure to follow Grant Subaward requirements or Special 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; and
- Verifying the Subrecipient has submitted a final BSIR showing all grant funds have been expended.

Records Retention

The records retention period is three years from the date of the Cal OES Grant Closeout letter, or until any pending litigation, claim, or audit started before the expiration of the three-year retention period has been resolved and final action is taken.

For indirect cost rate proposals, cost allocation plans, or other rate computation records, the start of the record retention period is dependent on whether the proposal, plan, or other

computation is required to be submitted to the federal government (or to the pass-through entity) for negotiation purposes. See [2 C.F.R. § 200.334\(f\)](#).

In order for any cost to be allowable, it must be adequately documented per [2 C.F.R. § 200.403\(g\)](#).

The Cal OES Grant Closeout Letter will notify the Subrecipient of the start of the records retention period for all programmatic and financial grant-related records.

If the State Administrative Agency's award remains open after the Subrecipient's submission of the final BSIR, Cal OES will complete any additional BSIR reporting required under the award on behalf of the Subrecipient.

Closed grants may still be monitored and audited. Failure to

**Records Retention
Cont.**

maintain all grant records for the required retention period could result in a reduction of grant funds, and an invoice to return costs associated with the unsupported activities.

If documents are retained longer than the required retention period, FEMA, the DHS Office of Inspector General, Government Accountability Office, and pass-through entity have the right to access these records as well. See [2 C.F.R. §§ 200.334, 200.336](#).

Attachment A – FY 2024 HSGP Allocations | 2024

*SHSP allocations reflect National Priority Area project adjustments

State Homeland Security Program (SHSP)				
Operational Area	Total Award		Operational Area	Total Award
ALAMEDA	1,453,851		ORANGE	2,718,746
ALPINE	75,998		PLACER	420,772
AMADOR	108,571		PLUMAS	91,008
BUTTE	248,256		RIVERSIDE	2,130,587
CALAVERAS	112,830		SACRAMENTO	1,400,136
COLUSA	93,346		SAN BENITO	130,337
CONTRA COSTA	1,042,148		SAN BERNARDINO	1,913,858
DEL NORTE	97,417		SAN DIEGO	2,830,483
EL DORADO	234,278		SAN FRANCISCO	775,892
FRESNO	927,408		SAN JOAQUIN	737,499
GLENN	96,159		SAN LUIS OBISPO	316,482
HUMBOLDT	187,964		SAN MATEO	696,626
IMPERIAL	226,248		SANTA BARBARA	446,265
INYO	90,923		SANTA CLARA	1,664,434
KERN	839,747		SANTA CRUZ	295,835
KINGS	202,266		SHASTA	226,214
LAKE	127,354		SIERRA	77,691
LASSEN	98,828		SISKIYOU	111,698
LOS ANGELES	8,300,952		SOLANO	448,956
MADERA	208,274		SONOMA	477,966
MARIN	288,172		STANISLAUS	535,072
MARIPOSA	89,272		SUTTER	158,389
MENDOCINO	150,140		TEHAMA	129,162
MERCED	315,459		TRINITY	88,432
MODOC	82,186		TULARE	475,346
MONO	86,086		TUOLUMNE	121,004
MONTEREY	437,680		VENTURA	770,793
NAPA	188,460		YOLO	261,139
NEVADA	159,879		YUBA	144,674
*Total				37,165,648

Fusion Centers	
Region	Total Award
SAN FRANCISCO BAY AREA	1,792,050
SACRAMENTO/CENTRAL VALLEY AREA	2,565,000
GREATER LOS ANGELES AREA	2,887,500
SAN DIEGO AREA	2,047,500
ORANGE AREA	835,000
*Total	10,127,050

* SHSP allocations reflect National Priority Area project adjustments

Urban Areas Security Initiative (UASI)			
*A minimum of 35% of UASI funding must be for Law Enforcement Terrorism Prevention			
Urban Area	Federal Allocation to State	Allocation to UASI	State Initiatives
ANAHEIM/SANTA ANA AREA	4,712,190	3,896,981	815,209
BAY AREA	32,754,895	27,088,298	5,666,597
LOS ANGELES/LONG BEACH AREA	59,395,378	49,119,978	10,275,400
RIVERSIDE AREA	3,500,484	2,894,900	605,584
SACRAMENTO AREA	3,410,728	2,820,672	590,056
SAN DIEGO AREA	14,760,877	12,207,245	2,553,632
Total	118,534,552	98,028,075	20,506,477

DHS/FEMA Announcement of 2024 HSGP NOFO	April 16, 2024
Cal OES Application Due to DHS	June 24, 2024
DHS Award to California	September 27, 2024
Subrecipient period of performance begins	September 1, 2024
Subrecipient Workshops	October 2024
Subrecipient Awards (45 days from DHS award)	October 2024
2024 HSGP California Supplement release	November 2024
Subrecipient Final Applications for FY24 Due to Cal OES in GCS	February 10, 2025
Subrecipient period of performance ends	May 31, 2027
Final Cash Requests due to Cal OES	Within twenty (20) calendar days after end of grant
Cal OES's period of performance ends	August 31, 2027



October 28, 2024

Sabrina Bustamante
Emergency Services Manager
Tulare County
5957 S. Mooney Boulevard
Visalia, CA 93277

DELIVERED VIA E-MAIL: sbustamante@tularecounty.ca.gov

SUBJECT: NOTIFICATION OF SUBRECIPIENT ALLOCATION

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

Dear Ms. Bustamante:

We are pleased to announce the approval of your FY 2024 HSGP subaward in the amount of \$475,346.

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

Your organization will be required to prepare and submit the Biannual Strategy Implementation Report (BSIR) to Cal OES semi-annually for the duration of the subaward period of performance or until all activities are completed and the subaward is formally closed. Throughout the subaward cycle, milestones set in the BSIR will be used as indicators of project feasibility, performance, and grant management capacity. This information may also be used in assessing proposals in future grant opportunities. Failure to submit required reports could result in subaward reduction, suspension, or termination.

Subrecipients must obtain additional approval **prior** to incurring costs for activities such as aviation, watercraft, allowability request logs, noncompetitive



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

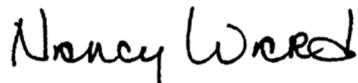
procurement, and projects requiring Environmental Planning and Historic Preservation review.

Next Steps:

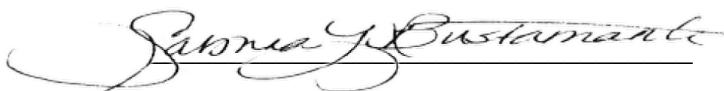
- Your signature is required on this letter. Please sign and return this letter via email to your Cal OES Grants Analyst (GA) within 20 calendar days of receipt and keep a copy for your records.
- If you have not already, please visit the [Grants Central System \(GCS\) webpage](#) to register your organization.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

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

Sincerely,



NANCY WARD
Director



Sabrina Bustamante
Tulare County

10/30/2024

Date

2024 APPROVAL AUTHORITY MEMBERS HOMELAND SECURITY GRANT PROGRAM

APPROVAL AUTHORITY MEMBERS	Member/Alternate	Name	Title	Address	Phone	E-mail
Police Chief	Member-	Mike Marquez	Police Chief, City of Woodlake	350 N. Valencia Blvd., Woodlake, CA 93286	(559) 564-3346	mmarquez@woodlakepd.com
	Alternate-					
Municipal Fire Chief	Member-	Dan Griswold	Fire Chief, City of Visalia	420 N Burke St Visalia, CA 93292	(559) 713-4220	Dan.Griswold@visalia.city
	Alternate-					
County Sheriff	Member-	Mike Boudreaux	Sheriff	833 S. Akers St. Visalia, CA 93277	(559) 802-9435	mboudreaux@tularecounty.ca.gov
	Alternate-					
County Fire Chief	Member-	Charles Norman	Fire Chief	835 S Akers St. Visalia, CA 93277	(559) 967-5420	CNorman@tularecounty.ca.gov
	Alternate-	Kevin Riggi	Division Chief	835 S Akers St. Visalia, CA 93277	(559) 731-9151	KRiggi@tularecounty.ca.gov
County Public Health Officer	Member-	Dr. Thomas Overton	Health Officer	5957 S. Mooney Blvd. Visalia, CA 93277	(559) 624-8480	TOverton@tularecounty.ca.gov
	Alternate-					

SYSTEM FOR AWARD MANAGEMENT (SAM) REQUIREMENTS

If your agency is using HSGP grant funds to contract with anyone, you **MUST** verify that they are **NOT** debarred on the Government's "**System for Award Management**" by checking the website:

<http://www.sam.gov>

- Checks must be performed at the time of the Project Proposal, if there is a vendor change, and before payment.
- Locate the "SEARCH RECORDS" menu item. You may search by an entity's name, UEI Number, or DUNS Number.
- Enter the requested information (i.e. individual, firm, or entity's name; UEI Number or DUNS Number). Click on search. The search will display the results.
- If your search returned no results, click on "Printer-Friendly" and print the search results. If the search leads you to any Active Exclusion Records for that person or entity, this means they may be debarred or suspended and may **NOT** be eligible to receive any grant funds.
- Attach the search results to your reimbursement request. The printed search results are very important because the date will be printed on the report and it must be prior to the date you contract with anyone. This report must accompany your reimbursement request to be eligible for reimbursement.
- If the contractor is listed on the website as debarred or suspended and you use their services, you will **NOT** be eligible for reimbursement from Tulare County OES.
- Contractors are only allowed a maximum reimbursement of **eight (8)** hours per day.



Preparedness Grants Manual

FM-207-23-001

April 2024



FEMA

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FEMA

April 12, 2024

MEMORANDUM FOR RECORD

FROM: Pamela S. Williams *P.S. Williams*
Assistant Administrator
Grant Programs Directorate

SUBJECT: Preparedness Grants Manual, April 2024

The Grant Programs Directorate's Office of Grants Administration (OGA) has developed FEMA Manual 207-23-001, *Preparedness Grants Manual*, April 2024. FEMA has developed the Preparedness Grants Manual (PGM) to guide preparedness grant recipients, including subrecipients, on how to manage their grants. The preparedness grant programs covered in the PGM include the following:

- Homeland Security Grant Program (comprising the State Homeland Security Grant Program, the Urban Area Security Initiative, and Operation Stongarden);
- Tribal Homeland Security Grant Program;
- Nonprofit Security Grant Program;
- Transit Security Grant Program;
- Intercity Passenger Rail Program;
- Intercity Bus Security Grant Program;
- Port Security Grant Program; and
- Emergency Management Performance Grant Program.

Recipients seeking guidance on policies and procedures for managing the aforementioned FEMA preparedness grants should reference this manual for further information. Chapters 8-12 of the PGM contain program-specific information and requirements, while the main content of the PGM (chapters 1-7) contains important information relevant to all preparedness grant programs unless otherwise noted.

The PGM has been updated pursuant to FEMA Directive 112-12 v2, *Development and Management of FEMA Policy* (October 28, 2019), and in collaboration with the Regional Grants Management Divisions, the OGA program areas and their Department of Homeland Security counterparts (e.g., the U.S. Coast Guard, the Transportation Security Administration, and the Cybersecurity and Infrastructure Security Agency), the Office of External Affairs (including Tribal Affairs), the Office of Chief Counsel, the Office of Environmental and Historic Preservation, the Office of Resilience Strategy, the Office of Equal Rights, the Office of Disability Integration and Coordination, the Office of Policy and Program Analysis, and other financial assistance support offices.

The PGM April 2024 update associated with this memorandum supersedes the previously published version of the PGM issued on February 27, 2023, for Fiscal Year 2024 and into the future, and is effective as of the date of this memorandum. An explanation of specific updates to the PGM can be found in Section 1.3, *Key Changes*, after the Table of Contents.

Please contact the GPD Office of Enterprise Grants Services Policy Division at fema-gpd-policy@fema.dhs.gov if you have any questions regarding FEMA Manual 207-23-001, *Preparedness Grants Manual*, April 2024.

1. Foreword

1.1. Overview of the Federal Emergency Management Agency

The mission of the Federal Emergency Management Agency (FEMA) is helping people before, during, and after disasters, and the agency has done so for more than 40 years. FEMA remains committed to building resilience and developing a culture of preparedness across the country and unifying all levels of community and government in an integrated approach to emergency management. FEMA is part of a larger team of federal agencies, state, local, tribal and territorial (SLTT) governments, and non-governmental partners that share responsibility for emergency management and national preparedness. Those closest to areas impacted by any emergency or disaster are the true first responders—individuals, families, neighbors, and local communities. FEMA's role is to coordinate federal resources to supplement SLTT capabilities. FEMA does this by coordinating across all levels of government meaning that states, local governments, Tribal Nations, and territories are FEMA's primary partners.

1.2. Overview of the Preparedness Grants Manual's Intent

FEMA has developed this **Preparedness Grants Manual** to guide grant recipients, including subrecipients, on how to manage their grants. Recipients seeking guidance on policies and procedures for managing FEMA preparedness grants should reference this manual for further information. The Notice of Funding Opportunity (NOFO) for each program includes information needed to apply to the grant. This manual and relevant NOFOs can be reviewed and consulted in tandem.

Chapters 8-12 of this manual contain program-specific information and requirements, while the main content of this manual (chapters 1-7) contains important information relevant to all preparedness grant programs unless otherwise noted. Please be sure to read both the main content of this manual as well as the program-specific chapters, as needed.

All recipients and subrecipients of FEMA grants must comply with all applicable requirements of the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards located at [2 C.F.R. Part 200](#). For more information on 2 C.F.R. Part 200, please see [Information Bulletin \(IB\) 400, FEMA's Implementation of 2 C.F.R. Part 200, the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards \("Super Circular" or "Omni Circular"\)](#) dated Dec. 23, 2014, regarding FEMA's implementation of these provisions prior to the recent 2020 revisions. For information on the recent revisions to these regulations, see [2 C.F.R. Grants Management Policy Updates](#).

1.3. Key Changes

Future updates to this manual will include a section on specific line-by-line "key changes" made since the last update.

This version of the manual has significantly streamlined pertinent recipient/subrecipient information, lessening the back-and-forth needed between the NOFO and the Preparedness Grants Manual and more clearly defining that the NOFO focuses on applying for the grant, while the manual focuses on managing the grant. Between the Fiscal Year (FY) 2023 and FY 2024 versions, the manual has made the following overarching changes:

1. Sections 2-7, unless otherwise noted, apply to all eight grant programs featured in the manual. These sections are considered generic requirements and do *not* include how to apply to the grant.
2. Specific direct allowable cost information, previously in program-specific chapters, has been moved to the NOFOs. General cost information is in Section 3.
3. The Transit Security Grant Program (TSGP), Intercity Bus Security Grant Program (IBSGP), and Intercity Passenger Rail (IPR) Program Chapters as well as the Homeland Security Grant Program (HSGP) and Tribal Homeland Security Grant Program (THSGP) Chapters are combined.

1.4. Overview of Preparedness Grant Programs

FEMA has the statutory authority to deliver numerous disaster and non-disaster (ND) financial assistance programs in support of its mission, and that of the U.S. Department of Homeland Security (DHS), largely through grants and cooperative agreements. These programs account for a significant amount of the federal assistance funds for which FEMA is accountable. FEMA officials are responsible and accountable for the proper administration of these funds pursuant to federal laws and regulations, Office of Management and Budget (OMB) circulars, and federal appropriations laws and principles. FEMA has developed this manual to provide uniform direction on grant policy and implementation for the following grant programs. If the FEMA grant program you are looking for is not listed below, please navigate to [FEMA.gov](https://www.fema.gov) to find more information.

1.4.1. HOMELAND SECURITY GRANT PROGRAM

The [HSGP](#) includes a suite of risk-based grants to assist SLTT efforts in preventing, preparing for, protecting against, and responding to acts of terrorism. The grants under HSGP include:

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

For additional information about the HSGP not found in the [NOFO](#), manual, or other program-specific guidance, contact FEMA-Grants-News@fema.dhs.gov.

1.4.2. TRIBAL HOMELAND SECURITY GRANT PROGRAM

The [THSGP](#) provides funding directly to eligible tribes to strengthen their capacity to prevent, prepare for, protect against, and respond to potential terrorist attacks.

- For additional information about the THSGP not found in the [NOFO](#), manual, or other program-specific guidance, contact FEMA-THSGP@fema.dhs.gov.

1.4.3. NONPROFIT SECURITY GRANT PROGRAM

The [Nonprofit Security Grant Program \(NSGP\)](#) provides funding for physical security enhancements and other security-related activities to nonprofit organizations that are at high risk of a terrorist or other extremist attack. The NSGP also seeks to integrate the preparedness activities of nonprofit organizations with broader state and local preparedness efforts.

- For additional information about the NSGP not found in the [NOFO](#), manual, or other program-specific guidance, contact FEMA-NSGP@fema.dhs.gov.

1.4.4. TRANSIT SECURITY GRANT PROGRAM

The [TSGP](#) provides funds to eligible public transportation systems (which include intra-city bus, ferries, and all forms of passenger rail) to protect critical transportation infrastructure and the travelling public from terrorism, and to increase transportation infrastructure resilience.

- For additional information about the TSGP not found in the [NOFO](#), manual, or other program-specific guidance, contact FEMA-TISB-rail-and-transit@fema.dhs.gov.

1.4.5. INTERCITY BUS SECURITY GRANT PROGRAM

The [IBSGP](#) provides funds to eligible private operators of intercity over-the-road buses to protect critical transportation infrastructure and travelling public from acts of terrorism, and to increase transportation infrastructure resilience.

- For additional information about the IBSGP not found in the [NOFO](#), manual, or other program-specific guidance, contact FEMA-IBSGP@fema.dhs.gov.

1.4.6. INTERCITY PASSENGER RAIL PROGRAM - AMTRAK

The [IPR](#) Program provides funds to the National Railroad Passenger Corporation (Amtrak) to protect critical transportation infrastructure and the travelling public from terrorism, and to increase transportation infrastructure resilience.

- For additional information about the IPR Program not found in the [NOFO](#), manual, or other program-specific guidance, contact FEMA-TISB-rail-and-transit@fema.dhs.gov.

1.4.7. PORT SECURITY GRANT PROGRAM

The [Port Security Grant Program \(PSGP\)](#) provides funding to port authorities, facility operators, and state and local agencies for activities associated with implementing Area Maritime Security Plans (AMSP), facility security plans, and other port-wide risk management efforts.

- For additional information about the PSGP not found in the [NOFO](#), manual, or other program-specific guidance, contact FEMA-GPD-PSGP@fema.dhs.gov.

1.4.8. EMERGENCY MANAGEMENT PERFORMANCE GRANT PROGRAM

The [Emergency Management Performance Grant \(EMPG\)](#) Program provides funds to assist SLTT emergency management agencies in obtaining the resources required for implementation of the National Preparedness System and the National Preparedness Goal of a secure and resilient nation.

- For additional information about the EMPG Program not found in the [NOFO](#), manual, or other program-specific guidance, contact FEMA-EMPG@fema.dhs.gov.

1.5. National Preparedness Goal

The [National Preparedness Goal](#) (the Goal) is “[a] secure and resilient Nation with the capabilities required across the whole community to prevent, protect against, mitigate, respond to, and recover from the threats and hazards that pose the greatest risk.” The Goal essentially defines what it means for all communities to be prepared collectively for the threats and hazards that pose the greatest risk to the nation. The Goal identifies 32 distinct activities, called [core capabilities](#), needed to address the risks. The Goal organizes these core capabilities into five categories, called mission areas. Some core capabilities apply to more than one mission area. For example, the first three core capabilities—Planning, Public Information and Warning, and Operational Coordination—are cross-cutting capabilities, meaning they apply to each of the five mission areas. The Goal’s five mission areas include:

- **Prevention:** Prevent, avoid, or stop an imminent, threatened, or actual act of terrorism.
- **Protection:** Protect our citizens, residents, visitors, and assets against the greatest threats and hazards in a manner that allows our interests, aspirations, and way of life to thrive.
- **Mitigation:** Reduce the loss of life and property by lessening the impact of future disasters.
- **Response:** Respond quickly to save lives, protect property and the environment, and meet basic human needs in the aftermath of an incident.
- **Recovery:** Recover through a focus on the timely restoration, strengthening, and revitalization of infrastructure, housing, and a sustainable economy, as well as the health, social, cultural, historic, and environmental fabric of communities affected by an incident.

The mission areas and core capabilities organize the activities and tasks performed before, during, and after disasters into a framework for achieving the goal of a secure and resilient Nation. Resilience is the desired outcome, defined in the Goal as the “ability to adapt to changing conditions and withstand and rapidly recover from disruption due to emergencies.”

Recipients will use the [National Preparedness System](#) to build, sustain, and deliver these core capabilities. The components of the National Preparedness System are Identifying and Assessing Risk; Estimating Capability Requirements; Building and Sustaining Capabilities; Planning to Deliver Capabilities; Validating Capabilities; and Reviewing and Updating. Additional details regarding the National Preparedness System and how it is supported by preparedness grant programs can be found in the program-specific chapters.

1.6. Strengthening Governance Integration

FEMA preparedness grant programs are intended to support the core capabilities across the five mission areas of Prevention, Protection, Mitigation, Response, and Recovery that are necessary to

prepare for incidents that pose the greatest risk to the Nation's security. Each program reflects the Department's intent to build and sustain an integrated network of national capabilities across all levels of government and the whole community.

Recipients must coordinate activities across preparedness disciplines and levels of government, including SLTT governments. A cohesive planning framework should incorporate FEMA resources, as well as those from other federal and SLTT entities, the private sector, and faith-based community organizations. Disparate governance structures must be integrated and refined to ensure resources are targeted to support the most critical needs of a community based on risk-driven, capabilities-based planning. Strong and inclusive governance systems better ensure that disparate funding streams are coordinated and applied for maximum impact. Inclusive governance can effectively support a whole community approach to emergency preparedness and management and the enhancement of core capabilities.

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

- **Coordination of Investments:** Resources must be allocated to address the most critical capability needs and coordinated among affected preparedness stakeholders, including appropriate representatives of at-risk, underserved communities.
- **Transparency:** Stakeholders must be provided visibility on how preparedness grant funds are allocated and distributed, and for what purpose.
- **Substantive Local Involvement:** The tools and processes that are used to inform the critical priorities, which FEMA grants support, must include local government representatives. At the recipient level, local risk assessments must be included in the overarching analysis to ensure that all threats and hazards are accounted for. Primary focus should be on the needs of socially vulnerable and underserved populations—including rural populations—as well as ensuring equity for those most at risk relative to disaster preparedness, response, and recovery.
- **Accountability:** FEMA recognizes that unique preparedness gaps exist at the local level. Grant recipients are responsible for ensuring the effective use of funds to address those gaps and for maintaining and sustaining existing capabilities, particularly when it comes to serving the needs of at-risk, underserved communities.
- **Support of Regional Coordination:** Inter/intra-government entity partnerships and dependencies at the state, territorial, tribal, and regional levels, including those within metropolitan areas, must be recognized.

2. Award Determination and Obligation

2.1. Federal Award Administration Information

2.1.1. NOTICE OF AWARD

Before accepting the award, the Authorized Organizational Representative (AOR) and recipient should carefully review 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 the applicable program NOFO, as well as this manual, in addition to any special terms and conditions in the Notice of Award to receive an award under the applicable program.**

Beginning in FY 2024, notification of award approval is made through the FEMA Grants Outcomes (FEMA GO) system through an automatic electronic mail to the recipient's authorized official listed in the initial application. The award date will be the date that FEMA approves the award. The recipient should follow the directions in the notification to confirm acceptance of the award.

Recipients must accept their awards within **the time specified in the program-specific NOFO**. The recipient shall notify FEMA within this timeframe of its intent to accept and proceed with work under the award or provide a notice of intent to decline through the FEMA GO system. For instructions on how to accept or decline an award in the FEMA GO system and for more information on FEMA GO generally, please see the [FEMA GO](#) page on FEMA.gov. Funds will remain on hold until the recipient accepts the award through the FEMA GO system and all other conditions of the award have been satisfied or until the award is otherwise rescinded. Failure to accept a grant award within the NOFO-specified timeframe may result in a loss of funds.

2.1.2. PASS-THROUGH REQUIREMENTS

Please see the applicable program-specific NOFO and chapter of this manual for information on pass-through requirements for that program.

3. Recipient and Subrecipient Costs

3.1. Funding Restrictions

All costs charged to awards covered by this manual must comply with the Uniform Administrative Requirements, Cost Principles, and Audit Requirements at 2 C.F.R. Part 200, unless otherwise indicated in this manual, the applicable program 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 (POP) of the award. See 2 C.F.R. § 200.403(h) (referring to budget periods, which for FEMA preparedness grant awards is the same as the POP).

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 the applicable program chapter to this manual, the program NOFO, or the terms and conditions of an award, costs charged to awards covered by this manual must be consistent with the Cost Principles for Federal Awards located at 2 C.F.R. Part 200, Subpart E. To be allowable, all costs charged to a FEMA award or applied to the cost share must be reasonable in nature and amount and allocable to the FEMA award.

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

As part of those requirements, grant recipients and subrecipients may only use federal funds or funds applied to a cost share for the purposes set forth in this manual, applicable NOFOs, 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.

3.2. Direct Allowable Costs

Specific investments made in support of the funding priorities discussed in the NOFOs generally fall into one of the following eight allowable expense categories:

1. Construction;
2. Equipment;
3. Exercises;
4. Management & Administration (M&A);
5. Organization;
6. Operational Activities;
7. Planning; and
8. Training.

As this list is not exhaustive, refer to the relevant program-specific NOFO, this manual, and the program-specific point of contact for more information on allowable costs, funding restrictions, funding priorities, and these categories.

3.2.1. AUTHORIZED EQUIPMENT LIST

The [Authorized Equipment List \(AEL\)](#) is a list of approved equipment types allowed under FEMA's preparedness grant programs. The intended audience of this tool is emergency managers, first responders, and other homeland security professionals. The list consists of equipment categories divided into categories, sub-categories, and then individual equipment items.

Grant funds must comply with [FEMA Policy #207-22-0002, Prohibited or Controlled Equipment Under FEMA Awards](#) and may not be used for the purchase of the following unallowable equipment: firearms, ammunition, grenade launchers, bayonets, or weaponized aircraft, vessels, or vehicles of any kind with weapons installed. Contact your Preparedness Officer with questions on the AEL.

3.2.2. REQUIREMENTS FOR SMALL UNMANNED AIRCRAFT SYSTEMS

All requests to purchase Small Unmanned Aircraft Systems (sUAS) with FEMA grant funding must comply with [FEMA Policy #207-22-0002, Prohibited or Controlled Equipment Under FEMA Awards](#), and also include a description of the policies and procedures in place to safeguard individuals' privacy, civil rights, and civil liberties of the jurisdiction that will purchase, take title to, or otherwise use the sUAS equipment. sUAS policies are not required at the time of application but must be received and approved by FEMA prior to obligating grant funds. All grant-funded procurements must be executed in a manner compliant with federal procurement standards at 2 C.F.R. §§ 200.317 – 200.327. For recipients that use grant funds for sUAS, FEMA advises that there is a general privacy concern related to the use of this equipment if the data the devices collect is transmitted to servers not under the control of the operator. It has been reported that some manufacturers of sUAS encrypt data and send that data to servers outside the United States. DHS's Privacy Office suggests the recipient fully explore data transmission and storage issues with vendors to reduce the possibility of data breaches.

Additionally, the Senate Report accompanying the FY 2024 DHS Appropriations further requires recipients to certify they have reviewed the [Industry Alert on Chinese Manufactured Unmanned Aircraft Systems](#), and completed a risk assessment that considers the proposed use of foreign-made sUAS to ascertain potential risks (e.g., privacy, data breaches, cybersecurity, etc.) related to foreign-made versus domestic sUAS.

Acquisition and Use of Technology to Mitigate Unmanned Aircraft Systems (Counter-Unmanned Aircraft System)

In August 2020, DHS, the Department of Justice, the Federal Aviation Administration, and the Federal Communications Commission issued the [Interagency Legal Advisory on Unmanned Aircraft Systems \(UAS\) Detection and Mitigation Technologies](#). The purpose of the advisory guidance document is to help non-federal public and private entities better understand the federal laws and regulations that may apply to the use of capabilities to detect and mitigate threats posed by UAS operations (i.e., Counter-UAS or C-UAS).

The Departments and Agencies issuing the advisory guidance document, and FEMA, do not have the authority to approve non-federal public or private use of UAS detection or mitigation capabilities, nor do they conduct legal reviews of commercially available product compliance with those laws. The advisory does not address state and local laws nor potential civil liability, which UAS detection and mitigation capabilities may also implicate.

It is strongly recommended that, before the testing, acquisition, installation, or use of UAS detection and/or mitigation systems, entities seek the advice of counsel experienced with both federal and

state criminal, surveillance, and communications laws. Entities should conduct their own legal and technical analysis of each UAS detection and/or mitigation system and should not rely solely on vendors' representations of the systems' legality or functionality. Please also see the DHS press release on this topic for further information: [Interagency Issues Advisory on Use of Technology to Detect and Mitigate Unmanned Aircraft Systems](#). For training on the application of UAS technology in emergency management programs, please refer to the [National Preparedness Course Catalog](#) and search 'UAS' on the website.

The Cybersecurity and Infrastructure Security Agency (CISA) offers several resources that detail the UAS threat environment and security protocols on the [Unmanned Aircraft Systems Resources](#) page on CISA.gov. Additional resources may be found on the [Homeland Security Information Network – Critical Infrastructure \(HSIN-CI\)](#) site.

Table 1: Unmanned Aircraft System Allowability

Grant Program	Allowed
HSGP (SHSP, UASI)	Yes
HSGP (OPSG)	Yes
THSGP	Yes
NSGP	No
TSGP	Yes
IPR Program	Yes
IBSGP	No
PSGP	Yes
EMPG Program	Yes

3.2.3. PROHIBITIONS ON EXPENDING GRANT OR COOPERATIVE AGREEMENT FUNDS FOR CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT

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 Aug. 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 in [FEMA Policy #405-143-1, Prohibitions on Expending FEMA Award Funds for Covered Telecommunications Equipment or Services](#).

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

Effective Aug. 13, 2020, FEMA recipients and subrecipients **may not** use any FEMA funds under open or new awards 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;
- Enter, 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
- Enter, 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.

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 in this manual and the applicable NOFO.

Covered Communications

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

- Telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation, (or any subsidiary or affiliate of such entities);
- 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);
- Telecommunications or video surveillance services provided by such entities or using such equipment; or
- 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.

3.2.4. FUNDING FOR CRITICAL EMERGENCY SUPPLIES

Critical emergency supplies—such as shelf stable products, water, and basic medical supplies—are an allowable expense under the HSGP (SHSP and UASI only), THSGP, and EMPG Program. Each state, urban area, or tribe must have FEMA's approval of a five-year viable inventory management plan prior to allocating grant funds for stockpiling purposes. The Inventory Management Plan should address how critical supplies will be maintained and sustained by the grant recipient and include a

distribution strategy and related sustainment costs if the grant expenditure for these items is over \$100,000. The Inventory Management Plan is associated with but distinct from the Distribution Management Plan, which addresses how supplies will be distributed in an emergency. For more information on distribution management planning, see [FEMA's Distribution Management Plan Guide 2.0](#).

If grant expenditures exceed the minimum threshold, the five-year inventory management plan will be developed by the recipient and monitored by FEMA. FEMA will provide program oversight and technical assistance (TA) as it relates to the purchase of critical emergency supplies. FEMA will establish guidelines and requirements for the purchase of these supplies and monitor development and status of the recipient's inventory management plan.

Recipients are strongly encouraged to consult with their respective FEMA Regional Logistics Chief regarding disaster logistics-related issues. States are further encouraged to share their FEMA approved plan with local jurisdictions and tribes.

Table 2: Critical Emergency Supplies Allowability

Grant Program	Allowed
HSGP (SHSP, UASI)	Yes
HSGP (OPSG)	No
THSGP	Yes
NSGP	No
Surface Transportation Security Grants (TSGP, IBSGP, IPR Program)	No
PSGP	No
EMPG Program	Yes

3.3. Maintenance and Sustainment

The use of FEMA preparedness grant funds for maintenance contracts or agreements, warranty coverage, repair or replacement costs, licenses, upgrades, and user fees are allowable under all active and future grant awards, unless otherwise noted in the program-specific NOFO. These contracts may exceed the POP 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 POP of the award used to purchase the maintenance agreement or warranty. As with warranties and maintenance agreements, this extends to licenses and user fees as well.

Preparedness grant funds are intended to support the Goal and fund activities and projects that build and sustain the capabilities necessary to prevent, protect against, mitigate the effects of, respond to, and recover from those threats and hazards that pose the greatest risk to the security of

the Nation. To assist recipients in meeting this objective, the policy set forth in [IB 379: Guidance to State Administrative Agencies to Expedite the Expenditure of Certain DHS/FEMA Grant Funding](#) allows for the expansion of eligible maintenance and sustainment costs, which must be:

1. In direct support of existing capabilities;
2. An otherwise allowable expenditure under the applicable grant program;
3. Tied to one of the core capabilities in the five mission areas contained within the Goal; and
4. **For the HSGP (SHSP and UASI) and EMPG Program only**, shareable through the Emergency Management Assistance Compact (EMAC).

Additionally, eligible costs may also be in support of equipment, training, and critical resources that have previously been purchased with either federal grant funding or any other source of funding other than FEMA preparedness grant program dollars.

For the HSGP, stand-alone warranties can only cover equipment purchased with HSGP funds or for equipment dedicated for HSGP-related purposes.

For the PSGP, maintenance and sustainment are focused specifically on the repair and replacement of existing equipment and does not include routine activities such as oil changes or washing/cleaning existing equipment.

For more information on maintenance and sustainment costs, see the program-specific NOFO.

3.4. Management and Administration

M&A costs are for activities directly related to the management and administration of the award, such as financial management, reporting, and program and financial monitoring. M&A costs are not operational costs, they are the necessary costs incurred in direct support of the grant or as a result of the grant and should be allocated across the entire lifecycle of the grant. Characteristics of M&A expenses can include the following: 1) direct costs that are incurred to administer a particular federal award; 2) identifiable and unique to each federal award; 3) charged based on the activity performed for that federal award; and 4) not duplicative of the same costs that are included in the approved Indirect Cost Rate Agreement, if applicable.

Some examples of M&A costs include grants management training for M&A staff, equipment and supplies for M&A staff to administer the grant award, travel costs for M&A staff to attend conferences or training related to the grant program, travel costs for the M&A staff to conduct subrecipient monitoring, contractual services to support the M&A staff with M&A activities, and auditing costs related to the grant award to the extent required or permitted by statute or 2 C.F.R. Part 200. For additional program-specific M&A information, please refer to the relevant program-specific NOFO.

3.5. Procedures for Establishing Indirect Cost Rates

Indirect costs (per 2 C.F.R. § 200.1) are incurred for a common or joint purpose benefitting more than one cost objective, and not readily assignable to the cost objectives specifically benefitted, without effort disproportionate to the results achieved. Indirect costs are allowable under all programs covered by this manual. The requirements and procedures for establishing indirect cost rates are the same for all the preparedness programs covered by this manual. The process for establishing the indirect cost rate (per [2 C.F.R. § 200.414](#)) varies based on the type of entity and the amount of funding they receive:

- If the entity is a non-governmental entity (e.g., Institutions of Higher Education/hospital, nonprofit organization, etc.), and is a subrecipient, indirect cost rate procedures are outlined in [2 C.F.R. § 200.332\(a\)\(4\)](#) and Appendices III, IV, IX to Part 200. These types of entities may either use the de minimis rate or negotiate a rate with the pass-through entity.
- If the subrecipient is a state or local governmental entity, indirect cost rate procedures are established in [Appendix VII to Part 200](#).
 - Per Paragraph D.1.b. of Appendix VII, state or local governmental entities receiving grant funds must develop an indirect cost rate proposal.
 - If the state or local entity receives more than \$35 million in grant funding in a fiscal year, the proposal must be approved by the cognizant agency.
 - If a state or local entity receives \$35 million or less in grant funding in a fiscal year, they must develop an indirect cost rate proposal, but that indirect cost rate proposal does *not* need to be approved by the cognizant agency.
- If a state or local governmental entity wants to use the de minimis rate (instead of developing an indirect cost rate proposal), they can request a case-by-case exception from FEMA (per [2 C.F.R. § 200.102\(b\)](#)).

4. Administrative and National Policy Requirements

In addition to the requirements in this section and the applicable NOFO, FEMA may place specific terms and conditions on individual awards in accordance with 2 C.F.R. Part 200.

All grant recipients for FEMA grants and cooperative agreements are required to comply with the [DHS Standard Terms and Conditions](#).

The applicable DHS Standard Terms and Conditions will be those in effect at the time the award was made. The specific terms and conditions that will apply for the award will be clearly stated in the award package at the time of award.

4.1. Accessibility Compliance

Preparedness grant program recipients using funds to build or alter buildings must comply with the applicable accessibility requirements under their local building codes, as well as the Section 504 [Rehabilitation Act of 1973, 29 U.S.C. § 794](#), the [Architectural Barriers Act of 1968 \(ABA\)](#), and the [Americans with Disabilities Act \(ADA\), 42 U.S.C. §§ 12101 et seq.](#), to ensure individuals with disabilities have access to such buildings. State and local governments are required to provide qualified individuals with disabilities equal access to their programs, services, or activities, unless doing so would fundamentally alter the nature of their programs, services or activities or would impose an undue burden. Accessibility standards under the ABA and ADA are highly similar. Additional information regarding compliance with the ABA is available at [Chapter 1: Using the ABA Standards](#) on access-board.gov.

4.2. Ensuring the Protection of Civil Rights

As the Nation works toward achieving [the Goal](#), it is important to continue to protect the civil rights of individuals. Recipients 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 308 of the Robert T. Stafford Disaster Relief and Emergency Assistance Act (Stafford Act), Section 504 of the Rehabilitation Act of 1973, and Title VI of the Civil Rights Act of 1964, Age Discrimination Act, along with DHS and FEMA regulations, prohibit discrimination on the basis of race, color, national origin, sex, religion, age, disability, limited English proficiency, or economic status in connection with programs and activities receiving [federal financial assistance](#) from FEMA as applicable.

Recipients must complete the [DHS Civil Rights Evaluation Tool](#) within 30 days of receiving the first award that fiscal year, *not for every award*. After initial submittal, an updated submission is due once every two years during which a recipient has an active award. Information about this requirement and a fuller list of the civil rights provisions that apply to recipients can be found in the [DHS Standard Terms and Conditions](#). Additional information on civil rights provisions is available at the [Civil Rights Resources for Recipients of DHS Financial Assistance](#) page on DHS.gov and the [Office of Equal Rights](#) page on FEMA.gov.

Subrecipients are not required to complete or submit the DHS Civil Rights Evaluation tool. However, subrecipients have the same obligations as their primary recipients to comply with applicable civil rights requirements and should follow their primary recipient's procedures regarding the submission of civil rights information.

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. A full list of Civil Rights Authorities at FEMA can be found at the [External Civil Rights Division](#) page on FEMA.gov.

Recipients and subrecipients (or representatives of such parties) who believe that discrimination has occurred in awarding or receiving FEMA financial assistance may file a complaint with the Office of Equal Rights (OER) at FEMA-CivilRightsOffice@fema.dhs.gov. A complaint must be filed no later than 180 days from the date of the alleged discrimination unless the filing deadline is extended by the Director of the OER or their designee.

4.3. 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 otherwise qualified individuals with disabilities.

Preparedness 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 should consider the needs of individuals with disabilities into the activities and projects funded by the grant.

FEMA 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.

Section 508 of the Rehabilitation Act of 1973, 29 U.S.C. § 794d, requires federal agencies to provide individuals with disabilities equal access to electronic information and data comparable to those who do not have disabilities. Although Section 508 does not impose requirements on federally-funded recipients, we encourage recipients to use Section 508 best practices to ensure that persons with disabilities have equal access to web-based products/services. For more information, see the [Accessibility of State and Local Government Websites to People with Disabilities](#) page on ADA.gov.

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

- 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 interpretation services appropriate for the population being served, including American Sign Language or Puerto Rican 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 and information access. Examples of effective communication access for individuals with disabilities include providing auxiliary aids and services such as sign language interpreters and materials in Braille or alternate formats.

FEMA grant recipients can fund projects toward the resiliency of the whole community, including people with disabilities, such as training, outreach, and safety campaigns, provided that the project aligns with the applicable NOFO, this manual, the applicable chapter to this manual, and the terms and conditions of the award. For specific guidelines on funding a disability inclusive project, please refer to the relevant NOFO.

4.4. Language Access

As per [FEMA Policy #256-23-001, Language Access](#), personnel shall take reasonable steps to provide individuals with limited English proficiency (LEP) with meaningful access to all programs or activities conducted both by FEMA and by entities receiving funding from FEMA, including grant recipients. This policy is based upon the principle that it is the responsibility of FEMA—not the LEP individual—to take reasonable steps to ensure communications are not impaired because of the limited English proficiency of the individual.

The following are examples that demonstrate the integration of the needs of LEP individuals in carrying out FEMA awards:

- Establish best practices in inclusive planning and preparedness that consider language access for LEP individuals.

4.5. Environmental Planning and Historic Preservation Compliance

FEMA must 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 Environmental Planning and Historic Preservation (EHP) regulations, laws, and Executive Orders (EO), as applicable.

Recipients and subrecipients proposing projects that have the potential to impact the natural or built environment, including, but not limited to, the construction of communication towers; modification or renovation of existing buildings, structures, and facilities; new construction, including replacement or relocation of facilities; and some training activities, 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 to determine whether the proposed project has the potential to impact environmental resources including, but not limited to, threatened or

endangered species and historic properties; and identify mitigation measures and/or alternative courses of action that may lessen any impact to those resources. FEMA may recommend mitigation measures and/or alternative courses of action to lessen any impact to environmental resources and bring the project into compliance with EHP requirements.

In some cases, FEMA is also required to consult with other regulatory agencies and the public to complete the review process. The EHP review process must be completed before funds are released to carry out the proposed project; otherwise, FEMA may not be able to fund the project due to noncompliance with EHP laws, EOs, regulations, and policies.

DHS and FEMA EHP policy is found in directives and instructions available on [Environmental and Historic Preservation Guidance for FEMA Grant Applications](#) page on FEMA.gov, which includes documents regarding EHP responsibilities and program requirements, including implementation of the National Environmental Policy Act and other EHP laws, regulations, and EOs. DHS and FEMA EHP policy is also found in the [EHP Directive & Instruction](#).

An [EHP Screening Form](#) and supporting documentation for preparedness projects requiring EHP review should be submitted to gpdehpinfo@fema.dhs.gov and your assigned Preparedness Officer. Additionally, all recipients under this funding opportunity are required to comply with the FEMA EHP Policy Guidance, [FEMA Policy #108-023-1, Grant Programs Directorate Environmental and Historic Preservation Policy Guidance](#).

4.5.1. CONSTRUCTION AND RENOVATION

All construction and renovation projects require EHP review. Recipients and subrecipients are encouraged to have completed as many steps as possible for a successful EHP review in support of their proposal for funding (e.g., coordination with their State Historic Preservation Office to identify potential historic preservation issues and to discuss the potential for project effects, compliance with all state and local EHP laws and requirements). Projects for which the recipient believes an Environmental Assessment (EA) may be needed, as defined in [DHS Instruction Manual 023-01-001-01, Revision 01](#), [FEMA Directive 108-1](#), and [FEMA Instruction 108-1-1](#), must also be identified to the FEMA HQ Preparedness Officer within 6 months of the award and completed EHP review materials must be submitted no later than 12 months before the end of the POP. [EHP policy guidance](#) and the [EHP Screening Form](#) can both be found on FEMA.gov. EHP review materials should be sent to gpdehpinfo@fema.dhs.gov.

Refer to the program-specific NOFO for information on construction and renovation allowability and restrictions.

Construction and Floodplains

All FEMA actions, including grant-funded actions, must comply with National Flood Insurance Program (NFIP) criteria or any more restrictive federal, state, or local floodplain management standards or building codes (44 C.F.R. § 9.11(d)(6)).

All FEMA-funded non-critical actions in 1% annual chance floodplains (also known as 100-year floodplains) that involve new construction or substantial improvement of structures must be elevated, at a minimum, to the lower of:

- Two feet above the 1% annual chance flood elevation (also known as the base flood elevation), in accordance with the Federal Flood Risk Management Standard (FFRMS) FVA; or

- The 0.2% annual chance flood elevation. Where 0.2% annual chance flood elevations are not available, such actions must be elevated to at least two feet above the 1% annual chance flood elevation.

All FEMA-funded critical actions in 1% annual chance floodplains or 0.2% annual chance floodplains (also known as 500-year floodplains) that involve new construction or substantial improvement of structures must be elevated, at a minimum, to the higher of:

- Three feet above the 1% annual chance flood elevation (also consistent with the FVA); or
- The 0.2% annual chance flood elevation. Where 0.2% annual chance flood elevations are not available, such actions must be elevated to at least three feet above the 1% annual chance flood elevation.

See [EO 11988, Floodplain Management](#), as amended by [EO 13690, Establishing a Federal Flood Risk Management Standard and a Process for Further Soliciting and Considering Stakeholder Input](#). For additional information, see the [Guidelines for Implementing EO 11988 and EO 13690](#).

4.5.2. ENVIRONMENTAL JUSTICE

[EO 14096, Revitalizing our Nation's Commitment to Environmental Justice for All](#) and [EO 14008, Tackling the Climate Crisis at Home and Abroad](#) rearticulate and strengthen 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 EO 14096 states that: “To fulfill our Nation’s promises of justice, liberty, and equality, every person must have clean air to breathe; clean water to drink; safe and healthy foods to eat; and an environment that is healthy, sustainable, climate-resilient, and free from harmful pollution and chemical exposure. Restoring and protecting a healthy environment—wherever people live, play, work, learn, grow, and worship—is a matter of justice and a fundamental duty that the Federal Government must uphold on behalf of all people.”

Some projects funded by FEMA’s grant programs could have environmental justice impacts. New construction (including communication towers), renovation, demolition, and relocation of buildings and other structures 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, assessing a project’s impact on existing environmental and human health burdens to account for cumulative effects, and taking steps to mitigate any harmful impacts.

FEMA will review and evaluate potential projects for environmental 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 the [EO 12898: Environmental Justice page on FEMA.gov](#).

4.5.3. COMMUNICATION TOWERS

For the purposes of the limitations on funding levels only, communication towers are not considered construction. When applying for construction funds, including communications towers, recipients must submit evidence of approved zoning ordinances, architectural plans, and any other locally required planning permits at the time of application.

All construction of communication towers requires EHP review. When applying for funds to construct communication towers, recipients and subrecipients must submit evidence that the Federal Communication Commission's Section 106 of the National Historic Preservation Act, Pub. L. No. 89-665, as amended, review process has been completed and submit all documentation resulting from that review to FEMA with an EHP Screening Form and supporting materials for EHP review. Recipients and subrecipients are encouraged to have completed as many steps as possible for a successful EHP review in support of their proposal for funding (e.g., coordination with their state, tribal, or territorial Historic Preservation Office to identify potential historic preservation issues and to discuss the potential for project effects, compliance with all state and local EHP laws and requirements). Projects for which an EA may be needed, as defined in [DHS Instruction Manual 023-01-001-01, Revision 01](#), [FEMA Directive 108-1](#), and [FEMA Instruction 108-1-1](#), must also be identified to the FEMA HQ Preparedness Officer within 6 months of the award. Completed EHP review materials must be submitted no later than 12 months before the end of the POP. [EHP policy guidance](#) and the [EHP Screening Form](#) can both be found on FEMA.gov. EHP review materials should be sent to gpdehpinfo@fema.dhs.gov.

4.5.4. HAZARD RESISTANT BUILDING CODES

Hazard-resistant building codes are a foundational element of a more resilient nation, safeguarding communities and lives against natural disasters, with an estimated \$11:1 return on investment. The adoption, enforcement and application of modern building codes mitigates community vulnerabilities, reduces disaster recovery costs, and strengthens nationwide capability. FEMA is working to promote and support building codes in all areas of its work in support of the multi-agency National Initiative to Advance Building Codes. In the interest of building a stronger, more resilient nation, FEMA encourages all grant recipients and subrecipients to meet current published editions of relevant consensus-based building codes, specifications and standards, and to exceed them where feasible.

4.6. Davis-Bacon Act Compliance

Recipients using funds for construction projects must comply with the Davis-Bacon Act (codified as amended at 40 U.S.C. §§ 3141 *et seq.*). See 6 U.S.C. § 609(b)(4)(B) (cross-referencing 42 U.S.C. § 5196(j)(9), which cross-references Davis-Bacon). Recipients must ensure that their contractors or subcontractors for construction projects pay workers no less than the prevailing wages for laborers and mechanics employed on projects of a character similar to the contract work in the civil subdivision of the state in which the work is to be performed. Additional information regarding compliance with the Davis-Bacon Act, including Department of Labor (DOL) wage determinations, is available from the [Davis-Bacon and Related Acts](#) page on DOL.gov.

4.7. National Incident Management System Implementation

National Incident Management System (NIMS) guides all levels of government, nongovernmental organizations (NGO), and the private sector to work together to prevent, protect against, mitigate, respond to, and recover from incidents. NIMS provides stakeholders across the whole community with the shared vocabulary, systems, and processes to successfully deliver the capabilities described

in the National Preparedness System. As recipients and subrecipients of federal preparedness (ND) grant awards, jurisdictions and organizations must achieve, or be actively working to achieve, all the NIMS Implementation Objectives. These objectives and implementation information can be found on the [NIMS](#) and [NIMS Implementation and Training](#) pages on FEMA.gov.

Emergency management and incident response activities require carefully managed resources (personnel, teams, facilities, equipment, and/or supplies) to meet incident needs. NIMS defines a national, interoperable approach for sharing resources, coordinating, and managing incidents, and communicating information. Incident management refers to how incidents are managed across all homeland security activities, including prevention, protection, mitigation, response, and recovery. Utilization of the standardized resource management concepts such as typing, credentialing, and inventorying promote a strong national mutual aid capability needed to support the delivery of core capabilities. Additional information on resource management, NIMS resource typing definitions, job titles, and position qualifications is available at the [NIMS Components – Guidance and Tools](#) page on FEMA.gov. Please also see the relevant NOFOs for additional requirements regarding NIMS implementation for specific programs.

4.7.1. NIMS GUIDANCE FOR THE NATIONAL QUALIFICATION SYSTEM

FEMA developed the [NIMS Guideline for the National Qualification System](#) (NQS) to describe national credentialing standards and to provide written guidance regarding the use of those standards. This guideline describes credentialing and typing processes and identifies tools that Federal Emergency Response Officials and emergency managers at all levels of government may use both routinely and to facilitate multijurisdictional coordinated responses. **Starting in FY 2023, EMPG Program recipients are required to use EMPG Program funds to support NQS implementation efforts.**

The NQS doctrine promotes interoperability by establishing a common language for defining job titles and by enabling jurisdictions and organizations to plan for, request, and have confidence in the capabilities of personnel deployed for disasters and emergencies from other entities through mutual aid agreements and compacts. Following the concepts and processes in this Guideline will enhance national preparedness by expanding the network of qualified incident management and support personnel who can be deployed nationwide.

4.8. SAFECOM Guidance Compliance

Lessons learned from recent major disasters, unplanned events, and full-scale exercises have identified a need for greater coordination of emergency communications among senior elected officials, emergency management agencies, and first responders at all levels of government. Federal responders arriving on the scene of a domestic incident are not always able to communicate with SLTT response agencies, as well as key government officials. State and local first responders sometimes experience similar problems, particularly when the incident requires a multi-agency, regional response effort or when primary communications capabilities fail. This lack of operability and interoperability between federal and SLTT agencies—further complicated by problems with communications survivability and resilience—has hindered the ability to share critical information, which can compromise the unity-of-effort required for an effective incident response.

Departments and agencies at all levels of government have identified a need for improvement in several high-priority areas, including Governance, Planning, Training and Exercises, Operational Coordination, and Technology. In addition, communications resilience and continuity should be viewed as a critical component within each of these areas. These priorities are explained in detail in Section 2 of the [SAFECOM Guidance on Emergency Communications Grants \(SAFECOM Guidance\)](#).

By addressing these priorities, which are reflective of proven best practices, emergency communications can be significantly improved at all levels of government. The end goal is to ensure operable, interoperable, and resilient communications that maintain a continuous flow of critical information, under all conditions, among multi-jurisdictional and multi-disciplinary emergency responders, command posts, agencies, critical infrastructure sectors, and government officials for the duration of an emergency response operation, and in accordance with NIMS and the [National Emergency Communications Plan](#), which describes goals and objectives for improving emergency communications nationwide.

To help meet this goal, the SAFECOM Guidance outlines requirements for grant applications, including alignment to national, regional, and state communications plans (e.g., National Emergency Communications Plan (NECP), Statewide Communication Interoperability Plan (SCIP), Tactical Interoperability Communications Plan (TICP), FEMA Regional Emergency Communications Plan (RECP)), project coordination, and technical standards for emergency communications technologies. SCIPs define the current and future direction for interoperable and emergency communications within a state or territory, while TICPs are designed to allow urban areas, counties, regions, states/territories, tribes, or federal departments/agencies to document interoperable communications governance structures, technology assets, and usage policies and procedures. In addition, FEMA's formal planning process has produced 10 RECPs and their associated state and/or tribal/territorial annexes that identify emergency communications capability shortfalls and potential resource requirements. Grant recipients are encouraged to leverage these planning resources as a source of input and reference for all emergency communications grant applications and investment justifications (IJ).

In addition, FEMA formally recognizes several statewide emergency communications governance bodies (e.g., Statewide Interoperability Coordinator (SWIC), Statewide Interoperability Governance Board (SIGB), Statewide Interoperability Executive Committee (SIEC), FirstNet State Single Point of Contact (SPOC)), and strongly encourages grant recipients to closely coordinate with these entities when developing an emergency communications investment to ensure projects support the state or territory's strategy to improve their communications capabilities with the goal of achieving fully operable, interoperable, and resilient communications. In addition, recipients should work with public and private entities, and across jurisdictions and disciplines, to demonstrate engagement with the Whole Community in accordance with [Presidential Policy Directive-8 \(PPD-8\)](#).

For regional, cross-border initiatives, FEMA requires recipients to coordinate projects with national level emergency communications coordination bodies, such as the National Council of Statewide Interoperability Coordinators (NCSWIC) and the Regional Emergency Communications Coordination Working Groups (RECCWG). The NCSWIC promotes and coordinates state-level activities designed to ensure the highest level of public safety communications across the nation. RECCWGs are congressionally mandated planning and coordination bodies located in each FEMA Region and provide a collaborative forum to assess and address the survivability, sustainability, operability, and interoperability of emergency communications systems at all levels of government. Grant-funded investments that are coordinated with these bodies will help ensure that federally funded emergency communications investments are interoperable and support national policies.

All entities using preparedness grant funding to support emergency communications investments are required to comply with the [SAFECOM Guidance](#). The SAFECOM Guidance provides current information on emergency communications policies, eligible costs, best practices, and technical standards for SLTT recipients investing federal funds in emergency communications projects. It is also designed to promote and align with the NECP. Compliance 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 (e.g., SCIPs). Specifically, Appendix D of the SAFECOM Guidance contains compliance instructions for FEMA grant recipients.

Emergency communications investments also will be reviewed jointly by FEMA and CISA to verify compliance with SAFECOM Guidance. FEMA will coordinate directly with the recipient on any compliance concerns and will provide TA as necessary to help ensure full compliance.

4.9. Resilient Communications Guidance

The risk imposed by the reliance on communication systems by government and the private sector can be reduced by understanding dependencies, analyzing effects, and taking action. Entities planning to use preparedness grant funding for communications investments are encouraged to take a Whole Community Approach and work with state emergency management agencies, SWICs, SIGBs, and appropriate stakeholders at the regional and SLTT levels to:

- Plan communication around the whole community to meet everyone's needs.
- Establish robust, resilient, reliable, and interoperable communications capabilities. Account for the mission impact of communication system disruptions in your planning;
- Ensure mission-related communications (voice, video, data, and network security requirements) are adequately planned for and understood. It is important to maintain current documentation of your communication systems architecture and perform regular audits. Your ability to continue operations is dependent on the availability of and access to communications systems with sufficient resiliency, redundancy, and accessibility to perform essential functions and provide critical services during a disruption;
- Ensure critical communication systems connectivity among key government leadership, internal elements, other supporting organizations, and the public under all conditions. As such, organizations should ensure current copies of vital records, including electronic files and software, are backed-up and maintained off-site;
- Ensure all communications systems/networks are traced from end to end to identify all Single Points of Failure (SPF). In doing so, recipients should work with communication service providers to add redundancy at key critical infrastructure facilities as needed;
- Ensure key communication systems resiliency through:
 - Ensuring availability of backup systems;
 - Ensuring diversity of network element components and routing;
 - Ensuring geographic separation of primary and alternate transmission media;
 - Ensuring availability of back-up power sources;
 - Ensuring availability and access to systems that are not dependent on commercial infrastructure;
 - Maintaining spares for designated critical communication systems; and

- Working with commercial suppliers to remediate communication SPF.
- All communications system owners are encouraged to address the following issues:
 - Integrate communications needs into continuity planning efforts by incorporating Primary, Alternate, Contingency, and Emergency (PACE) methodology, and vulnerability mitigation options to ensure uninterrupted communications support;
 - Establish a cybersecurity plan that includes continuity of a communications component such as Radio Frequency (RF)-based communications that do not rely on public infrastructure;
 - Maintain communications capabilities to ensure their readiness when needed;
 - Frequently train and exercise personnel required to operate communications capabilities;
 - Test and exercise communications capabilities; and
 - Consider Electromagnetic Pulse (EMP) protective measures for communications systems and emergency backup power where practical.

CISA Emergency Communication Division enhances public safety interoperable communications at all levels of government and conducts extensive, nationwide outreach to support and promote the ability of emergency response providers and relevant government officials to communicate in the event of natural disasters, acts of terrorism, and other hazards. CISA provides plans, resources, and training to support operable and interoperable emergency communications for first responders.

4.10. FirstNet

The Middle-Class Tax Relief and Job Creation Act of 2012, Pub. L. No. 112-96, as amended (codified in part at 47 U.S.C. §§ 1401-1473) established the First Responder Network Authority (hereinafter FirstNet Authority) as an independent authority within the National Telecommunications and Information Administration (NTIA). 47 U.S.C. § 1424(a). The FirstNet Authority's statutory mission is to establish a nationwide public safety broadband network (FirstNet). 47 U.S.C. § 1426(b). FirstNet uses the 700 MHz D block spectrum to provide Long-Term Evolution (LTE)-based broadband services and applications to public safety entities. 47 U.S.C. §§ 1401(2), 1421(a). FirstNet became operational in March 2018 and is based on a single, national network architecture that evolves with technological advances and consists of a physically separate evolved packet core (EPC) network and radio access networks (RANs).

FirstNet provides public safety entities with mission-critical broadband data capabilities and services including, but not limited to messaging, image sharing, video streaming, group text, voice, data storage, application, location-based services, and Quality of Service, Priority, and Preemption. Public safety entities seeking to enhance their operational capabilities using broadband technology may seek grant funding from appropriate programs to support the following:

- Planning for integration of information technology (IT) infrastructure, software, and site upgrades necessary to connect to FirstNet;
- Handheld broadband devices including smartphones, feature phones, tablets, wearables, push-to-talk (PTT) devices;
- Vehicle-mounted or otherwise field operated data devices, such as ruggedized laptops;

- Network access devices, including portable Wi-Fi devices, Universal Serial Bus (USB) modems/dongles, trunk-mounted modems, routers;
- Customer-Owned and Managed (COAM) broadband deployable equipment, enabling public safety to own and dispatch coverage expansion or capacity enhancement equipment within their jurisdiction;
- Broadband device accessories that enable efficient and safe public safety operations such as headsets, belt clips, earpieces, remote Bluetooth sensors, ruggedized cases;
- Subscriber Identification Modules (SIMs)/Universal Integrated Circuit Cards (UICCs) to allow public safety users to update existing devices to operate on public safety prioritized services; and
- One-time purchase and subscription-based applications for public safety use which could include, among several other options, enterprise mobility management (EMM), mobile device management (MDM), mobile Virtual Private Network (VPN), identity services, or cloud service tools.

As FirstNet is built out in all 56 states and territories, and coverage and capacity for first responders expands, recipients are strongly encouraged to coordinate with SWIC and FirstNet on the planning, deployment timelines, and operational availability of the network deployment within a specific state or territory, and to ensure that the project does not conflict with network planning efforts and complies with all technical requirements. FirstNet requires participating agencies to demonstrate a subscription to public safety-prioritized broadband services to purchase FirstNet broadband devices or applications. Recipients must coordinate with FirstNet in advance of any strategic acquisition of broadband LTE equipment to ensure that purchases adhere to all applicable standards for public safety entities. Recipients with questions on FirstNet should contact info@firstnet.gov. Please also refer to the most recent [SAFECOM Guidance](#) for additional guidance.

4.11. Department of Homeland Security/FEMA Communications Support Services

CISA and FEMA offer a variety of TA and other support services to assist state and local entities in their efforts to comply with the above requirements, including the SAFECOM Guidance, with the goal of ensuring interoperable and resilient emergency communications. A summary of DHS support services is provided below. Grant recipients are encouraged to refer to the respective websites for additional information.

4.11.1. CYBERSECURITY AND INFRASTRUCTURE SECURITY AGENCY SUPPORT

CISA assists agencies through a myriad of services, including direct TA and training provided at no cost to the jurisdiction. The TA offerings include (but are not limited to):

- Coordinated statewide governance (e.g., State Mapping Tool, Interoperable Communications Reference Guides);
- Comprehensive emergency communications planning (e.g., SCIPs, TICPs, and Field Operations Guides);
- Next Generation 911 planning and implementation;

- Data operability and interoperability;
- Alerts and warnings;
- Broadband deployment;
- Cybersecurity education and awareness; and
- Communications Unit (COMU) planning and procedures.

Information on these services is available at the [CISA Interoperable Communications Technical Assistance Program \(ICTAP\) Resources](#) page on CISA.gov.

4.11.2. FEMA DISASTER EMERGENCY COMMUNICATIONS DIVISION SUPPORT

FEMA Disaster Emergency Communications (DEC) deploys, installs, operates, maintains, and protects telecommunications, logistics, and operations assets in support of planned special events and in response to disasters, assisting citizens and first responders.

DEC provides DEC through six geographically dispersed Mobile Emergency Response Support (MERS) detachments and a pre-positioned fleet of Mobile Communications Office Vehicles (MCOV). DEC also assists SLTT entities in mitigating their DEC risks and requirements to support life-saving efforts, protect property, and coordinate response and recovery operations. DEC can assist SLTT entities in mitigating their DEC risks and requirements to support life-saving efforts, protect property, and coordinate response and recovery operations. For more information about how DEC can provide stakeholder support in these areas, see the [DEC](#) page on FEMA.gov.

4.11.3. FEMA NATIONAL PREPAREDNESS DIRECTORATE SUPPORT

National Preparedness Directorate (NPD) provides training, exercises, and TA to SLTT stakeholders that support operational and emergency communications. Descriptions and resources specific to operational communication are available on FEMA.gov's [Core Capability Development Sheets](#) page within the Response Mission Area and include the following information to support jurisdictions:

- Description of the operational communications core capability;
- Training for building and sustaining operational communication with specific course titles:
 - Trainings can also be found at [National Training and Education Division \(NTED\)](#) page on [firstrespondertraining.gov](#).
- Example capability targets to complete a Threat and Hazard Identification and Risk Assessment (THIRA):
 - Help in developing targets can be found at [Unified Reporting Tool \(URT\)-Info](#) page on FEMA's Preparedness Toolkit or requested at FEMA-SPR@fema.dhs.gov.
- Tools to validate capabilities through exercises:
 - TA and support from subject-matter experts can be requested through the [Exercises](#) page on FEMA.gov.

4.11.4. FEMA OFFICE OF NATIONAL CONTINUITY PROGRAMS SUPPORT

The Office of National Continuity Program's (ONCP) support services focus on holistic continuity planning, of which communications continuity is an important component. Currently, continuity communications training and TA is limited to the FEMA National Radio System (FNARS) and the Integrated Public Alerts & Warning System (IPAWS) and is delivered either on an ad hoc basis at the request of the state entity, through a FEMA Region, or via a requirement for terms of use. Entities interested in ONCP support services should contact FEMA-CGC@fema.dhs.gov or consult [ONCP's Continuity Resources Toolkit](#) page on FEMA.gov.

5. Post-Award Management and Implementation

5.1. 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.

Consultants or contractors are not permitted to be the AOR or the Signatory Authority (SA) of the recipient. The AOR, as the Authorized Official for the award, is responsible for submitting programmatic and financial performance reports, accepting award packages, signing assurances and certifications, and submitting award amendments.

5.2. Federal Financial Reporting Requirements

5.2.1. FEDERAL FINANCIAL REPORT

Recipients must report obligations and expenditures to FEMA on a quarterly basis through the Federal Financial Report (FFR) form, also known as Standard Form 425 (SF-425). Recipients may review the FFR at [Post-Award Reporting Forms](#) page on Grants.gov. Recipients must file the FFR electronically using FEMA GO. Note that recipients for awards covered in this manual made before FY 2024 must file the FFR using the Payment and Reporting Systems (PARS).

Financial Reporting Periods and Due Dates

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

Table 3 shows the reporting periods and due dates for the FFR, except for the final FFR due at 120 days after the end of the POP for purposes of closeout.

Table 3: FFR Reporting Periods and Due Dates

FFR Reporting Period	Report Due Date
Oct. 1–Dec. 31	Jan. 30
Jan. 1–March 31	April 30
April 1–June 30	July 30
July 1–Sept. 30	Oct. 30

Because of a system limitation, if at the end of the POP for awards made prior to FY 2023 a recipient still has funds to draw down, PARS requires an FFR be submitted within 30 days of the end of the POP to access those funds. In that case, the recipient will need to submit an FFR within 30 days of the end of the POP in addition to the final FFR within 120 days of the end of the POP. All other

recipients who do not need to draw down funds after the end of the POP are only required to submit the final FFR within 120 days after the end of the POP.

5.3. Program Performance Reporting Requirements

5.3.1. PERFORMANCE PROGRESS REPORTS

Recipients are responsible for providing performance reports to FEMA on a biannual (twice a year) or quarterly (four times a year) basis via FEMA GO. The Performance Progress Reports (PPR) should include the following:

- A brief narrative of overall project(s) status;
- A summary of project expenditures; and
- A description of any potential issues that may affect project completion.

For the **EMPG Program only**, recipients are responsible for providing performance reports to FEMA on a quarterly (four times a year) basis via FEMA GO. As explained in Section 12.10.1 “Standardized Programmatic Reporting for the EMPG Program,” the quarterly PPRs must use or be based on the approved EMPG Program Work Plan template provided in the EMPG Program NOFO.

Program Performance Reporting Periods and Due Dates

The biannual PPRs are due no later than 30 days after the end of the reporting period. Table 4 shows the reporting periods and due dates for biannual PPRs.

Table 4: Biannual PPR Reporting Periods and Due Dates

Reporting Period	Report Due Date
Jan. 1–June 30	July 30
July 1–Dec. 31	Jan. 30

Program Performance Reporting Periods and Due Dates for the Emergency Management Performance Grant Program

The quarterly PPRs are due no later than 30 days after the end of the quarter. Table 5 shows the reporting periods and due dates for the quarterly PPRs for the EMPG Program only.

Table 5: Quarterly PPR Reporting Periods and Due Dates (EMPG Program)

Reporting Period	Report Due Date
Oct. 1 – Dec. 31	Jan. 30
Jan. 1 – March 31	April 30
April 1 – June 30	July 30

Reporting Period	Report Due Date
July 1 – Sept. 30	Oct. 30

5.4. Biannual Strategy Implementation Report

Applicable to the HSGP, THSGP, NSGP, and EMPG Program only.

In addition to the financial and performance progress reports, recipients are responsible for completing and submitting the Biannual Strategy Implementation Report (BSIR) through the FEMA GO system. For all HSGP, THSGP, NSGP, and EMPG Program awards made prior to FY 2024, the BSIR was completed in the Grants Reporting Tool.

The BSIR is due within 30 days after the end of the reporting period: July 30 for the reporting period of January 1 through June 30 (summer BSIR report); and January 30 for the reporting period of July 1 through December 31 (winter BSIR report). All required attributes of each project must be included. Updated obligations, expenditures, and significant developments must be provided within the BSIR to show the progress of implementation for every project as well as how expenditures support Planning, Organization, Equipment, Training, and Exercises. The first BSIR for a given fiscal year award will be due by January 30, or 30 days after the end of the first reporting period of the award. Subsequent BSIR reports will require recipients to report on a project-by-project basis.

Recipients also are responsible for completing and submitting a closeout BSIR. When an award's POP or the liquidation period ends in the middle of a reporting period, a traditional or "regular" BSIR must be submitted with full accounting of actual project information/expenditures before a Closeout BSIR can be created and submitted. Once FEMA approves the last "regular" BSIR, the Closeout BSIR can be created and submitted. Please contact your respective FEMA Preparedness Officer for questions regarding the BSIR.

5.5. Closeout Reporting Requirements

Within **120 days** after the end of the POP for the prime award or after an amendment has been issued to close out an award before the original POP ends, whichever occurs first, recipients must liquidate all financial obligations and submit the following documentation in FEMA GO:

1. The final request for payment, if applicable;
2. The final FFR;
3. The final PPR;
4. A qualitative narrative summary of the impact of those accomplishments throughout the entire POP submitted to the respective FEMA Preparedness Officer; and
5. Other documents required by program guidance, NOFOs, applicable program-specific chapters of this manual, terms and conditions of the award, or other FEMA guidance.

In addition, any recipient that issues subawards to any subrecipient is responsible for closing out those subawards as described in 2 C.F.R. § 200.344; subrecipients are still required to submit closeout materials within **90 days** of the subaward POP 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 their 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 POP as closed, list any remaining funds that will be deobligated, and address the requirement of maintaining the award records for at least three years from the date of the final FFR. The record retention period may be longer than three years due to an audit, litigation, for equipment or real property used beyond the POP or other circumstances outlined in 2 C.F.R. § 200.334.

Recipients are 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).

5.6. 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, the relevant program NOFO, this manual, 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 POP end date. Additionally, if the recipient does not submit all required reports within one year of the POP end date, per 2 C.F.R. § 200.344(i), FEMA must report in SAM.gov Responsibility/Qualification (R/Q) (previously known as the Federal Awardee Performance and Integrity Information System) 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 three-year 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.

5.7. 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:

- Are presently excluded or disqualified;
- 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;

- 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
- 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.

5.8. 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 million for any period of time during the POP of an award under these funding opportunities.

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

6. Additional Information

6.1. Monitoring and Oversight

6.1.1. OVERVIEW

Per 2 C.F.R. § 200.337, FEMA, 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 evaluate award progress and to provide any required TA. During site visits or desk reviews, FEMA will review recipients' files related to the award. As part of any monitoring and program evaluation activities, recipients must permit FEMA, 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 FEMA requests for information relating to the award.

Effective monitoring and oversight help FEMA 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. FEMA 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 toward grant goals and proactively target and address issues that may threaten grant success during the POP.

FEMA 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 FEMA regulations. Aside from reviewing quarterly financial and programmatic reports, FEMA may also conduct enhanced monitoring through desk-based reviews, onsite monitoring visits, or both. Enhanced monitoring will involve the review and analysis of 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 TA, corrective actions, or other support.

Financial and programmatic monitoring are complementary processes within FEMA'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 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 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, 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.

6.1.2. 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 (hereafter "HSA") 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 TA and recipient training; and debt collection.

In addition to the monitoring guidance outlined above, section 2022(a)(2)(A) of the HSA mandates the frequency of monitoring activities for applicable preparedness grants. The applicable section of the HSA reads as follows:

Not less than once every 2 years, the Administrator shall conduct, for each state and high-risk urban area receiving a grant administered by the Department, a programmatic and financial review of all grants awarded by the Department to prevent, prepare for, protect against, or respond to natural disasters, acts of terrorism, or other man-made disasters, excluding assistance provided under section 203, title IV, or title V of the Robert T. Stafford Disaster Relief and Emergency Assistance Act (42 U.S.C. 5133, 5170 et seq., and 5191 et seq.).

HSGP (including SHSP, UASI, and OPSG), NSGP, TSGP, PSGP, and the EMPG Program are subject to HSA monitoring requirements. The IPR Program, IBSGP, and THSGP are *not* subject to HSA monitoring requirements.

6.1.3. STANDARD MONITORING ACTIVITY: CASH ANALYSIS

Through cash analysis, a Grants Management Specialist assesses and reports on the recipients' cash-on-hand, expenditures, and unliquidated obligations; gauges potential cost share shortfalls and cash on hand issues; and monitors spend down activities within the POP. The analysis reconciles

and compares grant disbursement records with the recipient submitted FFR. This process identifies recipients that may require additional monitoring due to issues identified with drawdowns or FFR submissions.

6.1.4. ENHANCED MONITORING ACTIVITIES: DESK REVIEW, SITE VISIT

Desk reviews and site visits are two forms of additional monitoring that FEMA conducts on a recipient. Table 6 defines the key differences and similarities.

Table 6: Enhanced Financial Monitoring Activities (Desk Review and Site Visit)

Attribute	Desk Review	Site Visit
Location/Logistics	A detailed, paper-based review and evaluation conducted at a FEMA office. Desk reviews do not require travel.	A visit by FEMA grants management staff conducted at the site of the recipient's operations and/or selected performance sites. Site visits may require travel.
Materials Reviewed	Required reports, correspondence, and other documentation, including policies and procedures, to substantiate compliance. Additional documentation available remotely may include information available through the grant file, financial reports, interviews, and other documentation and correspondence to verify compliance.	Includes documents listed under the desk review in addition to all applicable documents and required reports necessary to assess recipient capability and progress, validate records, and substantiate compliance with laws, regulations, and policies.
Goal of Monitoring Activity	The goals of FEMA's financial desk review monitoring activities are, as applicable, to: ▪ Review grant files to verify compliance, conduct interviews to confirm adherence to approved program plans, and confirm equipment acquisition, allowable use, and inventory controls; ▪ Document that recipient institutions possess adequate internal controls, policies, processes, and systems to manage FEMA grants effectively; ▪ Assist the recipient with the grant process and provide guidance to improve recipient administrative efficiencies; ▪ Identify and analyze relevant problems that might prevent the program from achieving its internal and external objectives; and ▪ Provide TA.	The goals of FEMA's financial site visit monitoring activities are, as applicable, to: ▪ Review grant files to verify compliance, conduct interviews to confirm adherence to approved program plans, and confirm equipment acquisition, allowable use, and inventory controls; ▪ Document that recipient institutions possess adequate internal controls, policies, processes, and systems to manage FEMA grants effectively; ▪ Assist the recipient with the grant process and provide guidance to improve recipient administrative efficiencies; ▪ Identify and analyze relevant problems that might prevent the program from achieving its internal and external objectives; and ▪ Provide TA.

6.1.5. PROGRAMMATIC MONITORING OVERVIEW AND APPROACH

Programmatic monitoring involves oversight throughout the award lifecycle for FEMA to verify that programs and projects undertaken by recipients are consistent with approved plans and comply with applicable laws, regulations, program guidance, and the terms and conditions of the award.

FEMA's monitoring approach complies with the monitoring requirements described in section 2022 of the HSA. Programmatic monitoring also plays an important role in ensuring that FEMA preparedness grant funding builds and sustains capabilities at the SLTT levels that advance the Goal. Programmatic monitoring also is an opportunity for FEMA staff to build relationships with recipients and to work collaboratively to identify and mitigate factors that may impede programmatic performance.

The programs subject to section 2022 of the HSA and three additional programs (THSGP, IPR Program, and IBSGP) are included in this programmatic monitoring approach—meaning that all programs included in this manual are part of this programmatic monitoring approach.

FEMA uses a risk- and project-based programmatic monitoring framework for its preparedness grant programs that is designed for data-driven grants management, and which interacts seamlessly with other aspects of the grant lifecycle. FEMA uses monitoring as a vehicle to validate data previously self-reported by recipients in applications and reporting tools. FEMA does not utilize monitoring as a data collection tool in and of itself. By specializing monitoring in this way, FEMA avoids duplicative data collection, targets its resources more effectively, and provides stronger and more proactive TA to its recipients. The framework also comprehensively documents grant management decisions for resource allocation.

This programmatic monitoring approach establishes baseline monitoring of all open awards across the FEMA preparedness grant portfolio using a First Line Review (FLR). The FLR identifies recipients and awards with a high potential for noncompliance with regulations or failure to meet project objectives. The FLR uses quantifiable measures (criteria) to prioritize and rank recipients and awards according to identified risks that threaten the success of FEMA's preparedness grant awards. Results of this prioritization process determine which high-risk recipients and awards will receive advanced monitoring. Post-monitoring actions document and communicate findings and recommendations for resolution to the recipients and FEMA leadership and allow for increasingly cohesive programmatic and financial monitoring processes.

6.2. Case Studies and Use of Grant-Funded Resources During Real-World Incident Operations

Analyzing the use of grant-funded investments in real-world incidents will improve the ability of FEMA and its SLTT partners to assess the effectiveness of these investments and to better understand how grant funds support improvements in nationwide capability levels. Currently, FEMA conducts case studies with a limited number of grant recipients each year to explore how jurisdictions prioritize grant investments based on risk and capability assessments, and the ways specific investments improve SLTT preparedness (see the [Preparedness Grants Case Studies](#) page on FEMA.gov). By accepting the award, the recipient agrees to participate in a case study or evaluation if requested. Recipients can also contact FEMA-PreparednessGrantEvaluation@fema.dhs.gov if interested in volunteering to participate in a case study.

6.3. 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 the respective program's NOFO, pass-through entities should refer to 2 C.F.R. § 200.340 for additional information on termination regarding subawards.

1. ***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 SAM.gov R/Q the recipient's material failure to comply with the award terms and conditions. See also the section on Actions to Address Noncompliance.
2. ***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.
3. ***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.

6.4. Period of Performance Extensions

Extensions to the POP for programs addressed in this manual are allowed under limited circumstances. Extensions to the initial POP identified in the award will only be considered through formal, written requests to the recipient's FEMA Preparedness Officer or Program Manager and must contain specific and compelling justifications as to why an extension is required. Recipients are advised to coordinate with their FEMA Preparedness Officer or Program Manager as needed when preparing an extension request.

All extension requests must address the following:

1. The grant program, fiscal year, and award number;
2. Reason for the delay—including details of the legal, policy, or operational challenges that prevent the final outlay of awarded funds by the deadline;
3. Current status of the activity(ies);
4. Approved POP termination date and new project completion date;
5. Amount of funds drawn down to date;
6. Remaining available funds, both federal and, if applicable, non-federal;
7. Budget outlining how remaining federal and, if applicable, non-federal funds will be expended;
8. Plan for completion, including milestones and timeframes for achieving each milestone and the position or person responsible for implementing the plan for completion; and

9. Certification that the activity(ies) will be completed within the extended POP without any modification to the original statement of work, as described in the investment justification and as approved by FEMA.

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 within the existing POP;
- The project must undergo a complex environmental review that cannot be completed within the existing POP;
- 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 FEMA for review and approval at least 120 days before the end of the POP to allow sufficient processing time. Extensions are typically granted for no more than a six-month period. Recipients are advised to coordinate with their FEMA Preparedness Officer or Program Manager as needed when preparing an extension request.

Recipients should refer to the corresponding chapter of this manual for program-specific details related to POP extensions.

6.5. 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 the applicable NOFO, this manual, 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 or SLTT 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 SLTT statutes or regulations or their own existing policies, within five calendar 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 SLTT statutes or regulations.

Conflicts of interest may arise during the process of FEMA making a federal award in situations where an employee, officer, or agent, any members of their immediate family or their partner has a close personal relationship, a business relationship, or a professional relationship, with an applicant, subapplicant, recipient, subrecipient, or FEMA employee.

6.6. 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 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's [Contracting with Federal Funds for Goods and Services Before, During and After Disasters](#) page on FEMA.gov.

The subsections below highlight 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 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 § 200.327 regarding required contract provisions.

All other non-federal entities, such as tribes, local governments, and nonprofit organizations, must have and use their own documented procurement procedures that reflect applicable SLTT 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 § 200.320.

6.6.1. 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 the [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). For small purchase procedures (2 C.F.R. § 200.320(a)(2)) under a FEMA award, the federal Simplified Acquisition Threshold (SAT) is currently

\$250,000, and a non-state entity may use a lower threshold but may not exceed the federal threshold. See 2 C.F.R. § 200.1 (citing the definition of SAT 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 [FEMA Policy #405-143-1, Prohibitions on Expending FEMA Award Funds for Covered Telecommunications Equipment or Services](#), the relevant program NOFO, and this manual regarding prohibitions on covered telecommunications equipment or services.

6.6.2. 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, 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 SLTT 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 an SLTT 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.

6.6.3. 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.

6.6.4. GENERAL SERVICES ADMINISTRATION SCHEDULES

States, tribes, 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 SLTT 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 the [Programs for State and Local Governments](#) and [State and Local Governments](#) pages on GSA.gov.

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).

6.6.5. 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, 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 SLTT 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 Preparedness Officer or Program Manager.

6.6.6. 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, 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 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](#).

6.7. Financial Assistance Programs for Infrastructure

6.7.1. BUILD AMERICA, BUY AMERICA ACT

Recipients and subrecipients must comply with the [Text - H.R.3684 - 117th Congress \(2021-2022\): Infrastructure Investment and Jobs Act | Congress.gov | Library of Congress](#), which was enacted as part of the Infrastructure Investment and Jobs Act §§ 70901-70927, Pub. L. No. 117-58 (2021); and the [Executive Order on Ensuring the Future Is Made in All of America by All of America's Workers | The White House](#). See also 2 C.F.R. Part 184 and OMB Memorandum M-24-02, [Implementation Guidance on Application of Buy America Preference in Federal Financial Assistance Programs for Infrastructure](#).

None of the funds provided under HSGP, THSGP, NSGP, TSGP, IBSGP, PSGP, the IPR Program, and the EMPG Program may be used for a project for infrastructure unless the iron and steel, manufactured products, and construction materials used in that infrastructure are produced in the United States.

Additional information on the Buy America preference can be found in the program-specific NOFO.

6.8. Records Retention

6.8.1. 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 recipient is notified in writing** of the extension by FEMA, the cognizant or oversight agency for audit, or the cognizant agency for indirect costs. See 2 C.F.R. § 200.334(b).

- Where FEMA requires recipients to report program income after the POP 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 proposals, cost allocation plans, or other rate computations records, 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).

6.8.2. 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; and
- Canceled 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 canceled checks for verification. See, e.g., 2 C.F.R. § 200.318(i), § 200.334, § 200.337.

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.

6.9. Actions to Address Noncompliance

Non-federal entities receiving financial assistance 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, policies, and this manual. 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 partially 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 relevant 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 if 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. See 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, the requirement to retain records, how the amount can be paid, and the consequences, including billing and collection, 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 the preparedness 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.

6.10. Audits

FEMA grant recipients are subject to audit oversight from multiple entities including DHS OIG, the Government Accountability Office (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.

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 (SEFA) 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 SEFA, 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 CAP to address the new audit findings. See 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(b) and Appendix X to 2 C.F.R. Part 200 as well as the reporting package described at 2 C.F.R. § 200.512(c).

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(f); 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.

6.11. Reporting Issues of Fraud, Waste, and Abuse

Recipients, subrecipients, SAAs, and any other applicable stakeholder at any time may report issues of fraud, waste, abuse, and mismanagement, or other criminal or noncriminal misconduct to the Office of Inspector General (OIG) Hotline. The toll-free numbers to call are 1 (800) 323-8603, and TTY 1 (844) 889-4357.

6.12. Payment Information

Payment requests are submitted through FEMA GO for awards obligated in FY 2024 and going forward. For awards obligated prior to FY 2024 in the ND Grants System, the payment request is submitted through PARS.

6.13. 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, but is not limited to:

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

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

- Involving people in the development of national preparedness documents; and
- Ensuring their roles and responsibilities are reflected in the content of the materials.

By engaging Whole Community stakeholders, preparedness grant recipients can help FEMA develop and promote a suite of well-targeted solutions for individuals and communities to adopt. Recipients should coordinate preparedness initiatives with FEMA and whole community partners to efficiently apply federal funding to reach the goal of individual and community resilience.

7. Resources

7.1. Department of Homeland Security/FEMA Provided Training and Education

FEMA offers tuition-free training and education programs and courses through several providers including the Center for Domestic Preparedness (CDP), the Emergency Management Institute (EMI), and NTED's Training Partner Program (TPP). TPP includes the Center for Homeland Defense and Security, National Domestic Preparedness Consortium, Rural Domestic Preparedness Consortium, and training partners through the Continuing Training Grants (CTG) program.

7.2. Training Not Provided by the Department of Homeland Security/FEMA

Trainings not provided by DHS/FEMA include courses that are either state-sponsored or federal-sponsored (non-DHS/FEMA), coordinated and approved by the State Administrative Agency (SAA) or their designated Training Point of Contact (TPOC), and fall within the FEMA mission scope to prepare SLTT personnel to prevent, protect against, mitigate, and respond to acts of terrorism or catastrophic events. These trainings often pertain to the HSGP and THSGP.

- *State Sponsored Courses.* These courses are developed for and/or delivered by institutions or organizations other than federal entities or FEMA and are sponsored by the SAA or their designated TPOC.
- *Joint Training and Exercises with the Public and Private Sectors.* These courses are sponsored and coordinated by private sector entities to enhance public-private partnerships for training personnel to prevent, protect against, mitigate, and respond to acts of terrorism or catastrophic events. In addition, states, territories, tribes, and high-risk urban areas are encouraged to incorporate the private sector in government-sponsored training and exercises.

Additional information on both FEMA provided training and other federal and state training can be found at firstrespondertraining.gov.

7.3. Training Information Reporting System ("Web-Forms")

Web-Forms is an electronic data management system built to assist recipients and federal agencies with submitting non-NTED provided training courses for inclusion in the State/Federal-Sponsored Course Catalog through electronic forms. The information collected is used in a two-step review process to ensure the training programs adhere to the intent of the guidance and the course content is structurally sound and current. As these programs may be delivered nationwide, it is vital to ensure each training program's viability and relevance to the Homeland Security mission. Reporting training activities through Web-Forms is not required under present funding. However, the system remains available and can be accessed through the [Web-Forms section of the FEMA National Preparedness Course Catalog](#) to support recipients in their own tracking of training deliveries. Users need to request First Responder Training System (FRTS) Admin rights from NTED to access the Web-Forms.

7.4. FEMA's National Preparedness Course Catalog

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 CDP, EMI, and TPP, 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 and SLTT audiences. The catalog can be accessed at the [NTED National Preparedness Course Catalog](#) page on [firstrespondertraining.gov](#).

Some exercise and training activities require EHP Review, including those 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 the [Environmental & Historic Preservation Guidance for FEMA Grant Applications](#) page on FEMA.gov.

7.5. Exercises

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 the [HSEEP](#) page on FEMA.gov.

7.6. Planning Assistance

FEMA's NPD offers TA that is designed to provide recipients and subrecipients with specialized expertise to improve and enhance the continuing development of state and local emergency management across the five mission areas of the Goal and across all core capabilities. TA provides the opportunity to engage emergency managers, emergency planners, and appropriate decision-makers in open discussion of options to improve plans and planning considering their jurisdiction's needs. Although there is no direct cost to approved jurisdictions for FEMA TA, jurisdictions are expected to invest staff resources and take ownership of the resulting products and tools.

TA deliveries combine current emergency management best practices with practical consideration of emerging trends, through discussion facilitated by FEMA contract specialists and with the support of FEMA Region operational specialists. Additionally, peer-to-peer representation may also be included from other jurisdictions that have recently addressed the same planning issue. The TA request form can be accessed at the [NIMS Implementation and Training](#) page on FEMA.gov

7.7. Training Information

States, territories, tribal entities, and high-risk urban areas do not need to request approval from FEMA for personnel to attend non-DHS/FEMA training if the training is coordinated with and approved by the state, territory, tribal, or high-risk urban area TPOC and falls within the FEMA mission scope and the jurisdiction's Emergency Operations Plan (EOP). For additional information on review and approval requirements for training courses funded with preparedness grants, see [FEMA Policy #207-22-0002, Prohibited or Controlled Equipment Under FEMA Awards](#).

FEMA will conduct periodic reviews of all SLTT entities, and high-risk urban area training funded by FEMA. These reviews may include requests for all course materials and physical observation of, or participation in, the funded training. If these reviews determine that courses are outside the scope of this guidance, recipients will be asked to repay grant funds expended in support of those efforts. For further information on developing courses using the Analysis, Design, Development, Implementation,

and Evaluation (ADDIE) model and tools that can facilitate the process, SAAs and TPOCs are encouraged to review the [NTED Training Resource and Development Center](#).

7.8. Weblinks

- U.S. Department of Transportation (DOT) “RAISE” grants for National Infrastructure Investments may include funding to support roads, bridges, transit, rail, ports, or intermodal transportation. See the [RAISE Discretionary Grants](#) page on Transportation.gov for more information.
- Cybersecurity Assessment Evaluation and Standardization, Cyber Resilience Review, Cyber Infrastructure Survey, and other resources are available via CISA. See the [Cyber Resource Hub](#) for additional information.

7.9. Emergency Management Accreditation Program

States can encourage their local jurisdictions to pursue assessment and accreditation under the Emergency Management Accreditation Program (EMAP). EMAP’s assessment and accreditation of emergency management organizations against consensus-based, American National Standards Institute (ANSI)-certified standards allows for standardized benchmarking of critical functions necessary for an emergency management organization to meet the core capabilities identified in the Goal. Additional information on the EMAP Standard is available on the [EMAP website](#).

8. Homeland Security Grant Program and Tribal Homeland Security Grant Program

8.1. Alignment to the National Preparedness System (Homeland Security Grant Program, Tribal Homeland Security Grant Program)

The Nation uses the National Preparedness System to build, sustain, and deliver core capabilities to achieve [the Goal](#). HSGP and THSGP recipients use the National Preparedness System to support their efforts to build, sustain, and deliver these core capabilities, which are essential for each of the five mission areas outlined in the Goal. The components of the National Preparedness System are Identifying and Assessing Risk, Estimating Capability Requirements, Building and Sustaining Capabilities, Planning to Deliver Capabilities, Validating Capabilities, and Reviewing and Updating. Additional information on the National Preparedness System is available at the [National Preparedness System](#) page on FEMA.gov.

As the National Preparedness System matures, we are getting better data on our capabilities as a Nation that can be used to drive our focus and our resources at all levels. States, tribes, and territories provide annual data on their proficiency across [32 core capabilities](#) through the [THIRA, Stakeholder Preparedness Review \(SPR\)](#), exercise and real world After-Action Reports (AAR), and other preparedness data. These data feed into the [National Preparedness Report](#) and form a shared national picture of needs relative to capability gaps, including what threats and hazards are posing the greatest risks and what core capabilities are most in need of improvement or sustainment. Communities and federal agencies alike use these data to prioritize, synchronize, and guide programs and activities to build and sustain capabilities. FEMA requires recipients to prioritize grant funding to demonstrate how investments support identified national priorities (for HSGP only) and building capability, closing capability gaps, or sustaining capabilities as defined by [Comprehensive Preparedness Guide \(CPG\) 201: THIRA/SPR Guide, Third Edition](#). Analytic results help shape prioritization decisions at FEMA and across the nation to make sure we are focusing our time and our resources in the right areas.

The HSGP and THSGP provide financial support to SLTT jurisdictions to help them build, sustain, and deliver core capabilities identified in the Goal. Key focus areas and requirements of both the HSGP and THSGP are 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 and Tribal Nations, including risks along the nation's borders. When applicable, funding should support deployable assets that can be used anywhere in the nation through automatic assistance and mutual aid agreements, including, but not limited to, the EMAC.

The HSGP and THSGP support investments that improve the ability of jurisdictions nationwide to:

- Prevent a threatened or an actual act of terrorism;
- Protect citizens, residents, visitors, and assets against the threats that pose the greatest risk to the security of the United States;
- Mitigate the loss of life and property by lessening the impact of future catastrophic events; and/or
- Respond quickly to save lives, protect property and the environment, and meet basic human needs in the aftermath of a catastrophic incident.

8.2. Reporting on the Implementation of the National Preparedness System (Homeland Security Grant Program, Tribal Homeland Security Grant Program)

8.2.1. IDENTIFYING AND ASSESSING RISK AND ESTIMATING CAPABILITY REQUIREMENTS

HSGP: By Dec. 31 each year, states, territories, and high-risk urban area HSGP recipients are required to complete an SPR that addresses all 32 core capabilities and is compliant with CPG 201, Third Edition. Additionally, every three years recipients are required to complete a THIRA. In 2020, jurisdictions began the requirement to respond to a series of planning-related questions as part of the THIRA/SPR.

THSGP: THSGP recipients are required to complete a THIRA every three years. Tribes with open THSGP awards must update their SPR inputs and Secondary Assessments (described in Section 8.2.4 “Planning to Deliver Capabilities” and Section 8.2.3 “National Incident Management System Implementation”) for activities completed in each respective calendar year (CY) throughout the POP, starting the CY *after* funding is awarded.

New THSGP recipients are required to complete the THIRA, SPR, and Secondary Assessments by Dec. 31 of the year *following* award issuance. New THSGP recipients are recipients that have *not* received THSGP funding in the past three years. The THIRA/SPR must address all 32 core capabilities and be compliant with the [CPG 201, Third Edition](#). When applying for THSGP funding, tribes that were awarded THSGP funding during the previous two years are expected to prioritize and align grant funding investments in building and sustaining capabilities as identified in their THIRA and SPR.

For additional guidance on the THIRA/SPR, please refer to [CPG 201, Third Edition](#).

Reporting

- States, tribes (with the exception of new THSGP recipients as noted above), and territories will submit their THIRA and SPR through the URT on the [Preparedness Toolkit](#) no later than Dec. 31 of the applicable year (every three years for THIRA and each year for SPR) for which the recipient has an open award.
 - If a THSGP recipient has completed closeout for their THSGP grant award POP, they do not have to submit the THIRA/SPR as the requirement does not apply to closed awards.
- High-risk urban areas that receive UASI funding will submit their SPR through the URT on Preparedness Toolkit no later than Dec. 31 for the years they have UASI open grants. If a UASI recipient has completed closeout for their UASI grant award POP, they do not have to submit a THIRA/SPR as the requirement is not applicable to closed grant awards. While UASIs that have completed closeout for the award POP are not required to complete a THIRA/SPR, it is encouraged.
- Calendar year 2022 was the start of the new 3-year THIRA/SPR cycle and baseline assessment year for existing recipients. Any new grant recipients for which the THIRA/SPR requirement applies will start their new 3-year THIRA/SPR cycle and baseline assessment year in the year during which they apply. States, territories, and high-risk urban areas should work collaboratively

to create the most accurate THIRA and SPR possible. States, territories, and high-risk urban areas may share scenarios, targets, and assessed capabilities when appropriate.

- Please contact FEMA-SPR@fema.dhs.gov if you have questions.

8.2.2. BUILDING AND SUSTAINING CAPABILITIES

States, territories, and high-risk urban areas must prioritize and align SHSP and UASI grant funding investments in building and sustaining capabilities in areas that align with the national priorities in the annual HSGP NOFO, and capability gaps identified in their THIRA and SPR. Tribes receiving THSGP funds must prioritize and align grant funding investments in building and sustaining capabilities as identified in their THIRA and SPR. When applying for THSGP funding, tribes that were awarded THSGP funding during the previous two years are expected to prioritize and align grant funding investments in building and sustaining capabilities as identified in their THIRA and SPR.

Reporting

Within the BSIR and as part of programmatic monitoring, recipients must describe how expenditures support building capability, closing capability gaps, or sustaining capabilities identified in the THIRA and SPR. Recipients must, on a project-by-project basis, check one of the following:

- Building a capability with HSGP or THSGP funding; and
- Sustaining a capability with HSGP or THSGP funding.

8.2.3. NATIONAL INCIDENT MANAGEMENT SYSTEM IMPLEMENTATION

Recipients receiving HSGP or THSGP funding are required to implement NIMS. HSGP and THSGP recipients must use standardized resource management concepts for resource typing, credentialing, and an inventory to facilitate the effective identification, dispatch, deployment, tracking, and recovery of resources.

Reporting

- Recipients report in the applicable secondary NIMS assessment portion of the URT as part of their THIRA/SPR submission, as outlined in the HSGP or THSGP NOFO.

8.2.4. PLANNING TO DELIVER CAPABILITIES

HSGP and THSGP recipients shall develop and maintain, jurisdiction-wide, all threats and hazards EOPs consistent with [CPG 101, Version 3.0 \(CPG 101 v3\), Developing and Maintaining Emergency Operations Plans \(September 2021\)](#). For HSGP, recipients must update their EOPs at least once every two years. For THSGP, recipients must submit an EOP once during the POP.

Reporting

- Recipients report EOP compliance with CPG 101 v3 by completing the secondary CPG 101 v3 assessment portion of the URT as part of their THIRA/SPR submission.

8.2.5. VALIDATING CAPABILITIES

All HSGP and THSGP recipients will develop and maintain a progressive exercise program consistent with HSEEP guidance in support of the National Exercise Program (NEP). THSGP recipients are required to develop and maintain this program regardless of whether the tribe planned to use THSGP funding for exercises. The NEP serves as the principal exercise mechanism for examining national preparedness and measuring readiness. The NEP is a two-year cycle of exercises across the nation that validates capabilities in all preparedness mission areas. The two-year NEP cycle is guided by Principals' Strategic Priorities, established by the National Security Council, and informed by preparedness data from jurisdictions across the Nation.

To develop and maintain a progressive exercise program consistent with HSEEP and in support of the NEP, recipients should engage senior leaders and other whole community stakeholders to identify preparedness priorities. These priorities should be informed by various factors, including jurisdiction-specific threats and hazards (i.e., the THIRA); areas for improvement identified by real-world events and exercises; external requirements such as state or national preparedness reports, homeland security policy, and industry reports; and accreditation standards, regulations, or legislative requirements. Recipients should document these priorities and use them to deploy a schedule of preparedness events in a multi-year Integrated Preparedness Plan (IPP). Information related to Integrated Preparedness Planning Workshops (IPPWs) can be found on the [HSEEP](#) page on FEMA.gov and the [Preparedness Toolkit](#).

The NEP provides exercise sponsors the opportunity to receive exercise design and delivery assistance, tools and resources, enhanced coordination, and the ability to directly influence and inform policy and preparedness programs. If you have any questions, or would like to request assistance through the NEP, please visit the NEP website on the [Exercises](#) page on FEMA.gov, or reach out to the NEP directly at NEP@fema.dhs.gov.

Reporting

- Recipients must have a current multi-year IPP that identifies preparedness priorities and activities. The current multi-year IPP must be submitted to hseep@fema.dhs.gov before Jan. 31 of each year:
 - Recipients are encouraged to enter their exercise information into the [Preparedness Toolkit](#).
- Recipients must submit AARs/Improvement Plans (IPs) to hseep@fema.dhs.gov and indicate which fiscal year's funds were used (if applicable).
- Submission of AAR/IPs must take place within 90 days following completion of the single exercise or progressive series:
 - Recipients are encouraged to submit AAR/IPs reflecting tabletop exercises that validate critical plans or those reflecting large-scale functional or full-scale exercises that took place at the state, territorial, tribal, or urban area level. Recipients are discouraged from submitting AAR/IPs specific to local jurisdictions that reflect drills;
 - If a recipient endures a significant real-world incident during the CY that delays or prevents conduct of a grant-funded exercise, they can submit the AAR from that event in place of the exercise AARs. Jurisdictions submitting real world AARs should include an explanation with the AAR submission to hseep@fema.dhs.gov; and

- Recipients can access a sample AAR/IP template on the [Improving Planning Templates](#) page on the Preparedness Toolkit.

8.3. Funding Guidelines (Homeland Security Grant Program, Tribal Homeland Security Grant Program)

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

8.4. Allowable Costs (Homeland Security Grant Program)

8.4.1. MULTIPLE PURPOSE OR DUAL-USE OF FUNDS (STATE HOMELAND SECURITY PROGRAM AND URBAN AREA SECURITY INITIATIVE)

For both SHSP and UASI, many activities that support the achievement of core capabilities related to the national priorities and terrorism preparedness may simultaneously support enhanced preparedness for other hazards unrelated to acts of terrorism. However, all SHSP- and UASI-funded projects must assist recipients and subrecipients in achieving core capabilities related to preventing, preparing for, protecting against, or responding to acts of terrorism per section 2008(c) of the HSA (6 U.S.C. § 609(c)).

8.4.2. ORGANIZATIONAL ACTIVITIES

Personnel Costs

In addition to the personnel cost allowability detailed in the HSGP NOFO, HSGP (SHSP, UASI) funds may not be used to support the hiring of any personnel to fulfill traditional public health and safety duties nor to supplant traditional public health and safety positions and responsibilities. **HSGP (SHSP, UASI, OPSG) funds will be used to supplement existing funds and will NOT replace (supplant) funds that have been appropriated and/or budgeted for the same purpose.** Applicants or recipients may be required to supply documentation certifying that a reduction in non-federal resources occurred for reasons other than the receipt or expected receipt of federal funds.

8.4.3. 28 C.F.R. PART 23 GUIDANCE

FEMA requires that any IT system funded or supported by HSGP funds comply with 28 C.F.R. Part 23, Criminal Intelligence Systems Operating Policies if this regulation is determined to be applicable.

8.5. Fusion Centers (Homeland Security Grant Program)

A critical component of the national response to the 9/11 terrorist attacks was the development of a national-level, decentralized, and coordinated terrorism-related information sharing environment (ISE). State and local governments, supported by federal investments from DHS, the Department of Justice (DOJ), Department of Health and Human Services (HHS), and other federal agencies of the national ISE. This National Network, comprised of 80 state and major urban area fusion centers, collaborates and shares information with partners from all levels of government and the private sector, as well as other field-based information sharing partners, including High-Intensity Drug Trafficking Areas (HIDTA), Regional Information Sharing Systems (RISS) Centers, Joint Terrorism Task Forces (JTTF), major city/county intelligence units, and real-time crime analysis centers, among others.

National Network participation in the Nationwide Suspicious Activity Reporting Initiative (NSI) enables fusion centers to identify, receive and analyze Suspicious Activity Reports (SAR) and other tips/leads from frontline public safety personnel, the private sector, and the public, and ensure the sharing of SARs with DHS and the FBI's JTTFs for further investigation. In addition to those activities identified in the National Prevention Framework, fusion centers are also required to collaborate with those intelligence, operational, analytic, investigative, and information-sharing focused entities to combat a wide array of threats—noted below—in support of efforts to enhance capabilities for detecting, deterring, disrupting, and preventing acts of terrorism, targeted violence, and other threats. Such entities include, but are not limited to JTTFs, Area Maritime Security Committees (AMSC), Border Enforcement Security Task Forces, Integrated Border Enforcement Teams, HDTAs, and RISS Centers as well as other federal intelligence, operational, analytic, and investigative entities. Applicants should describe their collaboration plan and proposed efforts in their required Fusion Center project as part of the Intelligence and Information Sharing National Priority.

Today's threats—including international and domestic terrorism, drugs, gangs, active shooters, targeted violence, transnational organized crime, and cyber—require federal, state, and local governments to leverage this national capacity to effectively respond to the evolving nature of the various national and homeland security threats confronting our Nation. Ultimately, timely identification and analysis of key indicators from local, state, and federal partners will enable all stakeholders to address threats and develop and implement data-driven strategies to prevent, protect against, mitigate, and respond effectively, while ensuring the protection of privacy, civil rights, and civil liberties.

To underscore the importance of the National Network as a critical component of our Nation's distributed homeland security and counterterrorism architecture, FEMA preparedness grants will continue to prioritize support for [designated fusion centers](#) and the maturation of the ISE. Fusion centers **must** prioritize the following capabilities to further enable and mature this national asset and strengthen the collective capacity to identify, collect, analyze, and share information, and to disseminate actionable and strategic intelligence to key stakeholders:

- **Addressing Threats:** Fusion centers provide a national level, decentralized, and coordinated ISE across all levels of government and disciplines that can be leveraged and applied to address threats to homeland security, national security, public safety, and/or public health, and especially those threats that may have little or no warning. Fusion centers should leverage and build upon their terrorism-focused analytic and information-sharing capabilities so they can be applied to address threats across the DHS mission space, including threats from both international terrorism and domestic violent extremists, threats to life and targeted violence, transnational organized criminal activity, cyber threats, and natural hazards, among others that require close collaboration with DHS operational, investigative, and analytic entities such as CBP,

ICE, United States Secret Service (USSS), CISA, the United States Coast Guard (USCG), and FEMA.

- **Analytic Capability:** Fusion centers must maintain strong analytic capabilities at tactical, operational, and strategic levels to address a wide array of threats or hazards that could have implications for homeland security or national security. These capabilities directly support operational, investigative, and information sharing efforts across all levels of government. These capabilities include, but are not limited to:
 - Building and sustaining a capable workforce of analysts who have the necessary experience and training; access to open source, unclassified and classified information, products, data, SAR; tips/leads and online/social media-based threats; as well as necessary services and technology to facilitate analytic capabilities and collaboration;
 - Assessing, evaluating, and deconflicting acts of targeted violence, threats to life, and other criminal or suspicious activity, to include potential indicators and behaviors, for potential connection to or implications for international or domestic terrorism, or other threats within the DHS mission space;
 - Providing analytic support and responses to requests for information from federal, state, and local partners during no notice threats, attacks, or incidents, as well as other planned events such as National Security Special Events (NSSEs);
 - Conducting threat assessments within their respective jurisdictions, including the identification of threats, intelligence gaps, and mitigation efforts;
 - Establishing, formalizing, and maintaining bi-directional information sharing with federal and other state agencies in accordance with jurisdictional authorities;
 - Leveraging available resources and capabilities to conduct target and event deconfliction in support of threat identification, officer safety, and information sharing.
 - Maintaining an ability to routinely support federal government efforts to watchlist terrorists and transnational organized crime actors; and
 - Appropriately planning for, and assessing/forecasting, prioritizing, and executing against both known and emerging threat vectors, and ensuring the safety and security of all operations, while protecting privacy, civil rights, and civil liberties.

Fusion centers should also consider their operational capacity when aligning manpower and resources in support of this capability (e.g., the ability to maintain watch and analytic support functions over a 24/7 operational tempo).

- **Technological Integration:** Access to data, information, and products is essential for fusion centers and the federal government to effectively identify, collect, analyze, and share information. Just as threats do not stop at jurisdictional borders, fusion centers must be able to effectively access and share appropriate information and data across jurisdictions, agencies, and disciplines. Fusion centers must **ensure and certify via the Fusion Center Assessment** they have the necessary technological capacity to access, analyze, and share information, including criminal intelligence and online/social media threat information, both within their jurisdictions, as well as with other fusion centers across the country and with the Federal Government through a variety of systems, databases, tools, and technologies that allow for federated searching and

data/information analysis that protects Personally Identifiable Information and includes appropriate security, privacy, civil rights, and civil liberties protections. This includes maintenance of the ability to collect, integrate, evaluate, and assess SAR, tips/leads, data resident in Computer Assisted/Aided Dispatch (CAD) and Records Management System (RMS), and online/social media-based threats from agencies across the jurisdiction. Such approaches should also address the evaluation and use of emerging capabilities, including social network analysis, federated search technology across CAD, RMS, and other data systems, complex data indexing, social media, open source, facial recognition, unmanned aircraft systems, geographic information systems (GIS), license plate reader technologies, and other artificial intelligence technologies.

- **Interagency Collaboration:** Fusion centers must maintain strong partnerships to enable intelligence, operational, investigative, and analytic collaboration and deconfliction of threat information with other partners located within their jurisdiction and across their region, including HDTAs, RISS Centers, DHS intelligence, operational, investigative, and analytic entities, FBI Field Offices, JTTFs, and major city/county intelligence units.

State and urban area fusion centers receiving SHSP or UASI grant funds will be evaluated based on compliance with the guidance and requirements for the National Network as set forth by DHS Intelligence and Analysis (I&A) through the annual Fusion Center Assessment.

- Additional fusion center grant requirements, including 28 C.F.R. Part 23 requirements, are listed at the [Fusion Center Performance Program's HSGP page](#) on DHS.gov and in the [28 C.F.R. Part 23 Online Training](#).
- FEMA approved analyst courses that meet the grant requirement are listed at [FEMA Approved Intelligence Analyst Training Courses](#) page on DHS.gov.

Through the PPR, fusion centers will report on the compliance with measurement requirements within the fusion centers through the annual Fusion Center Assessment managed by DHS I&A and reported to FEMA. In addition to the activities identified in the National Prevention Framework, fusion centers are also **required** to collaborate with those analytic, investigative, and information-sharing entities focused on preventing, detecting, deterring, and disrupting acts of terrorism and combating transnational criminal organizations. Such entities include, but are not limited to JTTFs, AMSC, Border Enforcement Security Task Forces, Integrated Border Enforcement Teams, HDTAs, and RISS Centers, as well as other federal intelligence, operational, analytic, and investigative entities.

Applicants will be required to provide information regarding their information sharing partnerships, including how they will identify, address, and overcome any existing laws, policies, and practices that prevent information sharing, via the Information and Intelligence National Priority Investment and supporting data via the annual Fusion Center Assessment.

8.5.1. FUSION CENTER PERFORMANCE MEASURES

Table 7: Fusion Center Performance Measures

Reference Number*	Performance Measures
YEAR.1	Percentage of federal Information Intelligence Reports (IIRs) originating from fusion center information that address a specific Intelligence Community need

Reference Number*	Performance Measures
YEAR.2	Percentage of federal IIRs originating from fusion center information that the Intelligence Community otherwise used in performing its mission (e.g., contained first-time reporting; corroborated existing information; addressed a critical intelligence gap; or helped to define an issue or target)
YEAR.3	Number of SARs vetted and submitted by fusion centers that result in the initiation or enhancement of an investigation by the FBI
YEAR.4	Number of SAR vetted and submitted by fusion centers that involve an individual on the Watchlist
YEAR.5	Percentage of Requests for Information (RFIs) from the Terrorist Screening Center (TSC) for which fusion centers provided information for a TSC case file
YEAR.6	Percentage of I&A Watchlist nominations that were initiated or updated existing case files based on information provided by fusion centers
YEAR.7	Number of distributable analytic products co-authored by one or more fusion centers and/or federal agencies
YEAR.8	Percentage of fusion center distributable analytic products that address Homeland Security topics
YEAR.9	Percentage of fusion center distributable analytic products that address state/local customer information needs
YEAR.10	Percentage of key customers reporting that fusion center products are relevant
YEAR.11	Percentage of key customers reporting that fusion center services are relevant
YEAR.12	Percentage of key customers reporting that fusion center products are timely for mission needs
YEAR.13	Percentage of key customers reporting that fusion center services are timely for mission needs
YEAR.14	Percentage of key customers reporting that fusion center products influenced their decision making related to threat response activities within their AOR
YEAR.15	Percentage of key customers reporting that fusion center services influenced their decision making related to threat response activities within their AOR
YEAR.16	Percentage of key customers reporting that fusion center products resulted in increased situational awareness of threats within their AOR
YEAR.17	Percentage of key customers reporting that fusion center services resulted in increased situational awareness of threats within their AOR
YEAR.18	Number of tips and leads vetted by the fusion center
YEAR.19	Number of tips and leads vetted by the fusion center that were provided to other F/SLTT agencies for follow up action

Reference Number*	Performance Measures
YEAR.20	Number of responses to RFIs from all sources
YEAR.21	Number of situational awareness products developed and disseminated by fusion centers
YEAR.22	Number of case support and/or tactical products developed and disseminated by fusion centers
YEAR.23	Percentage of federally designated special events in which fusion centers played a direct role
YEAR.24	Percentage of federally declared disasters in which fusion centers played a direct role
YEAR.25	Number of public safety incidents in which fusion centers played a direct role

*“YEAR” should be changed for the current fiscal year, e.g., 2024, 2025, etc. Any updates to Performance Measures will be noted in the HSGP NOFO.

8.6. Investment Modifications – Changes in Scope or Objective (Tribal Homeland Security Grant Program)

Changes in scope or objective of the award—including those resulting from intended actions by the recipient or subrecipients—require FEMA’s prior written approval, in accordance with 2 C.F.R. § 200.308(c)(1), § 200.407. THSGP is competitive with applications recommended for funding based on threat, vulnerability, and consequence, and their mitigation of potential terrorist attacks. However, consistent with 2 C.F.R § 200.308(c)(1), Change in Scope Prior Approval, FEMA requires prior approval of any change in scope or objective of the grant-funded activity after the award is issued. See 2 C.F.R. § 200.308(b), (c). Scope or objective changes will be considered on a case-by-case basis provided the change does not negatively impact the competitive process used to recommend THSGP awards.

Requests to change the scope or objective of the grant-funded activity after the award is made must be submitted via FEMA GO as a Scope Change Amendment. The amendment request must include the following:

- A written request on the recipient’s letterhead outlining the scope or objective change including the approved projects from the IJ, the funds and relative scope or objective significance allocated to those projects, the proposed changes, and any resulting reallocations as a result of the change of scope or objective;
- An explanation why the change of scope or objective is necessary;
- How the proposed scope or objective changes to the project support the vulnerabilities and capability gaps identified in the approved IJ; and
- The request must also address whether the proposed changes will impact the recipient’s ability to complete the project within the award’s POP.

Recipients may not proceed with implementing any scope or objective changes until they receive prior written approval from FEMA through FEMA GO.

8.7. Continuity Capability (Homeland Security Grant Program, Tribal Homeland Security Grant Program)

Continuity should be integrated into each core capability and the coordinating structures that provide them. 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 coordinating the implementation and development, execution, and assessment of continuity capabilities among executive departments and agencies. To support this role, FEMA develops and promulgates directives, policy, and guidance for federal and SLTT governments, non-governmental organizations, and private sector critical infrastructure owners and operators. Federal Continuity Directives (FCD) establish continuity program and planning requirements for executive departments and agencies, while FEMA's Continuity Guidance Circular (CGC) tailors' continuity guidance to SLTT and other non-Federal audiences. This direction and guidance assist in developing capabilities for continuing the essential functions of federal and SLTT governmental entities, as well as public/private critical infrastructure owners, operators, and regulators enabling them.

The FCDs, CGC, and the Continuity Resource Toolkit provide guidance and resources for organizations. For additional information on continuity programs, guidance, and directives, see the [Continuity Resources and Technical Assistance](#) page on FEMA.gov.

8.8. Senior Advisory Committee (Homeland Security Grant Program)

To support the Whole Community Approach (see Section 1.6 “Strengthening Governance Integration” and Section 6.13 “Whole Community Preparedness”), the SAA must establish or reestablish a unified Senior Advisory Committee (SAC). The SAC builds upon previously established advisory bodies under SHSP, UASI, TSGP, and PSGP. Examples of advisory bodies that should be included on a SAC include Urban Area Working Groups (UAWGs), SIGB, AMSCs, Regional Transportation Security Working Groups (RTSWG), Citizen Corps Whole Community Councils, Disability Inclusion Working Groups, and Children’s Working Groups. The membership of the SAC must reflect a state’s unique risk profile and the interests of the five mission areas as outlined in the Goal. Further, the SAC must include representatives that were involved in the production of the state’s THIRA and SPR.

8.8.1. SENIOR ADVISORY COMMITTEE COMPOSITION AND SCOPE

SAC membership shall include at least one representative from relevant stakeholders including:

- Individuals from the counties, cities, towns, and Indian tribes within the state or high-risk urban area including, as appropriate, representatives of rural, high-population, and high-threat jurisdictions of UASI-funded high-risk urban areas;
- Representatives that were involved in the production of the state’s THIRA and SPR;
- State and urban area Chief Information Officers (CIOs) and Chief Information Security Officers (CISOs);
- SWIC and SIGB members;
- Citizen Corps Whole Community Councils;
- Local and tribal government officials;

- Tribal organizations and associations;
- Emergency response providers, including representatives of the fire service, law enforcement, emergency medical services, and emergency managers;
- Public health officials and other appropriate medical practitioners;
- Hospitals;
- Individuals representing educational institutions, including elementary schools, middle schools, junior high schools, high schools, community colleges, and other institutions of higher education;
- State and regional interoperable communications coordinators, as appropriate;
- State and major urban area fusion centers, as appropriate; and
- Nonprofit, faith-based, and other voluntary organizations, such as the American Red Cross.

Additionally, program representatives from the following entities should be members of the SAC (as applicable): State Primary Care Association, State Homeland Security Advisor (if this role is not also the SAA), State Emergency Management Agency (EMA) Director, State Public Health Officer, State Awardee for HHS' Hospital Preparedness Program, State Public Safety Officer (and SAA for Justice Assistance Grants, if different), State Coordinator for the DoD 1033 Program (also known as the Law Enforcement Support Office [LESO] Program), State Court Official, State Emergency Medical Services (EMS) Director, State Trauma System Manager, Statewide Interoperability Coordinator, State Citizen Corps Whole Community Council, the State Emergency Medical Services for Children (EMSC) Coordinator, State Education Department, State Human Services Department, State Child Welfare Services, State Juvenile Justice Services, Urban Area Points of Contact (POC), Senior Members of AMSCs, Senior Members of the RTSWG, Senior Security Officials from Major Transportation Systems, and the Adjutant General.

SACs are encouraged to develop subcommittee structures, as necessary, to address the issue or region-specific considerations. The SAC must include whole community intrastate and interstate partners as applicable and have balanced representation among entities with operational responsibilities for terrorism/disaster prevention, protection, mitigation, and response activities within the state, and include representation from the stakeholder groups and disciplines identified above.

The above membership requirement does not prohibit states, high-risk urban areas, regional transit and port entities, or other recipients of FEMA preparedness funding from retaining their existing structure under separate programs; however, at a minimum, those bodies must support and feed into the larger SAC. The composition, structure, and charter of the SAC should reflect this focus on building core capabilities, instead of simply joining previously existing advisory bodies under other grant programs. For designated high-risk urban areas, the SAA POCs are responsible for identifying and coordinating with the POC for the UAWG, which should be a member of the SAC. The POC's contact information must be provided to FEMA with the grant application. SAAs must work with existing high-risk urban areas to ensure that information for current POCs is on file with FEMA.

Finally, FEMA recommends that organizations advocating on behalf of youth, older adults, individuals with disabilities, individuals with limited English proficiency and others with other access and

functional needs, socio-economic factors and cultural diversity be invited to participate in the SAC. Applicants must submit the list of SAC members and the SAC charter at the time of application as an attachment in FEMA GO. SAAs will use the URT to verify compliance with SAC charter requirements.

8.8.2. SENIOR ADVISORY COMMITTEE RESPONSIBILITIES

The responsibilities of a SAC include:

- Integrating preparedness activities across disciplines, the private sector, nonprofit, faith-based, and community organizations, and SLTT governments, with the goal of maximizing coordination and reducing duplication of effort;
- Creating a cohesive planning network that builds and implements preparedness initiatives using FEMA resources as well as other federal, SLTT, private sector, and faith-based community resources;
- Managing all available preparedness funding sources to ensure their effective use and to minimize duplication of effort;
- Ensuring investments support building capability, closing capability gaps, or sustaining capabilities identified in the THIRA/SPR;
- Assisting in preparation and revision of the state, regional, or local homeland security plan or the THIRA, as the case may be; and
- Assisting in determining effective funding priorities for SHSP grants.

8.8.3. SENIOR ADVISORY COMMITTEE CHARTER

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

- A detailed description of the SAC's composition and an explanation of key governance processes, including how the SAC is informed by the states and urban area's THIRA/SPR;
- A description of the frequency at which the SAC will meet;
- How the committee will leverage existing governance bodies;
- A detailed description of how decisions on programmatic priorities funded by SHSP and UASI are made and how those decisions will be documented and shared with its members and other stakeholders, as appropriate; and
- A description of defined roles and responsibilities for financial decision making and meeting administrative requirements.

To ensure ongoing coordination efforts, SAAs are encouraged to share community preparedness information submitted in a state's BSIR with members of the SAC. SAAs are also encouraged to share their THIRA/SPR data with members of the SAC who are applying for other FEMA preparedness grants to enhance their understanding of statewide capability gaps. The charter should be made

available upon request to promote transparency in decision-making related to SHSP and UASI activities.

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

8.9. Urban Area Working Group (Homeland Security Grant Program)

To support the Whole Community Approach (see Section 1.6 “Strengthening Governance Integration” and Section 6.13 “Whole Community Preparedness”), high-risk urban areas are required to establish UAWGs representative of the counties, cities, towns, and tribes within the high-risk urban area including, as appropriate, representatives of rural jurisdictions, high-population jurisdictions, and high-threat jurisdictions.

UASI implementation and governance must include regional partners and should have balanced representation among entities with operational responsibilities for prevention, protection, mitigation, and response activities within the region. In some instances, high-risk urban area boundaries cross state borders. States and territories must ensure that the identified high-risk urban areas take an inclusive regional approach to the development and implementation of the UASI and involve the contiguous jurisdictions, mutual aid partners, port authorities, rail and transit authorities, state agencies, Statewide Interoperability Coordinators, Citizen Corps Whole Community Council(s), and campus law enforcement in their program activities.

8.9.1. URBAN AREA WORKING GROUP COMPOSITION AND SCOPE

Pursuant to section 2003(b) of the HSA (codified as amended at 6 U.S.C. § 604(b)), eligible high-risk urban areas were determined based on an analysis of relative risk of the 100 most populous Metropolitan Statistical Areas (MSA), as defined by OMB. MSAs are used by FEMA to determine eligibility for participation in the program. Geographical areas queried do not equate to minimum mandated membership representation of an urban area, nor does this guarantee funding for geographical areas queried. UAWGs are not required to expand or contract existing urban area participation to conform to MSA composition. Detailed information on [MSAs](#) is publicly available from the United States Census Bureau.

An SAA must confirm a specific POC with the designated high-risk urban area. The SAA POC is responsible for identifying and coordinating with the POC for the UAWG. This information must be provided to FEMA with the grant application. SAAs must work with existing high-risk urban areas to ensure that information for current POCs is on file with FEMA.

Membership in the UAWG must provide either direct or indirect representation for all relevant jurisdictions and response disciplines (including law enforcement, fire service, EMS, hospitals, public health, and emergency management) that comprise the defined high-risk urban area. It must also be inclusive of local Whole Community Citizen Corps Council and tribal representatives. The UAWG should also include at least one representative from each of the following significant stakeholders:

- Local and tribal government officials;

- CIO and CISO;
- Emergency response providers, which shall include representatives of the fire service, law enforcement, emergency medical services, and emergency managers;
- Public health officials and other appropriate medical practitioners, including Health Care Coalitions (HCCs);
- Individuals representing educational institutions, including elementary schools, middle schools, junior high schools, high schools, community colleges, and other institutions of higher education; and
- State and regional interoperable communications coordinators and state and major urban area fusion centers, as appropriate.

In addition to representatives from the local jurisdictions and tribes within the state, territory, or high-risk urban area, the UAWG should include officials responsible for the administration of Centers for Disease Control and Prevention's (CDC) and the HHS Assistant Secretary for Preparedness and Response's (ASPR) cooperative agreements. Finally, it must be inclusive of members advocating on behalf of youth, older adults, individuals with disabilities, individuals with limited English proficiency, and others with other access and functional needs, socio-economic factors, and cultural diversity.

High-risk urban areas will use the URT to verify UAWG structure and membership. The list of UAWG members must also be submitted at the time of application as an attachment in FEMA GO. High-risk urban areas must notify the SAA and the FEMA Headquarters Preparedness Officer of any updates to the UAWG structure or membership after the application is submitted.

8.9.2. URBAN AREA WORKING GROUP RESPONSIBILITIES

UAWGs must ensure that applications for funding under the UASI support building capability, closing capability gaps, or sustaining capabilities identified in the high-risk urban area's THIRA/SPR. The UAWG should support state efforts to develop the SPR particularly as it relates to UASI-funded activities. The UAWG, in coordination with the SAA POC, must develop a methodology for allocating funding available through the UASI. The UAWG must reach consensus on all UASI funding allocations. If consensus cannot be reached within the 45-day period allotted for the state to obligate funds to subrecipients, the SAA must make the allocation determination. The SAA must provide written documentation verifying the consensus of the UAWG or the failure to achieve otherwise on the allocation of funds and submit it to FEMA immediately after the 45-day period allotted for the state to obligate funds to subrecipients. Any UASI funds retained by the state must be used in direct support of the high-risk urban area. States must provide documentation to the UAWG, and FEMA upon request, demonstrating how any UASI funds retained by a state are directly supporting the high-risk urban area.

8.9.3. URBAN AREA WORKING GROUP CHARTER

In keeping with sound project management practices, the UAWG must ensure that its approach to critical issues such as membership, governance structure, voting rights, grant M&A responsibilities, and funding allocation methodologies are formalized in a working group charter, or another form of standard operating procedure related to the UASI governance. The charter must also outline how decisions made in UAWG meetings will be documented and shared with UAWG members. The UAWG charter must be submitted at the time of application as an attachment in FEMA GO and must be on

file with FEMA prior to drawing down UASI funding. It also must be available to all UAWG members to promote transparency in decision making related to the UASI.

8.10. Supplemental State Homeland Security Program and Urban Area Security Initiative Guidance (Homeland Security Grant Program)

8.10.1. COLLABORATION WITH OTHER FEDERAL PREPAREDNESS PROGRAMS

FEMA strongly encourages states, high-risk urban areas, tribes, and territories to understand other federal preparedness programs in their jurisdictions and to work with them in a collaborative manner to leverage all available resources and avoid duplicative activities. For example, HHS has two robust preparedness programs—CDC’s Public Health Emergency Preparedness (PHEP) cooperative agreement and ASPR’s Hospital Preparedness Program (HPP) cooperative agreement—that focus on preparedness capabilities. CDC’s 15 public health preparedness capabilities and ASPR’s 4 healthcare preparedness capabilities serve as operational components for many of the core capabilities, and collaboration with the PHEP directors and HPP coordinators can build capacity around shared interests and investments that fall in the scope of these HHS cooperative agreements and the HSGP.

States and high-risk urban areas should coordinate among the entire scope of federal partners, national initiatives, and grant programs to identify opportunities to leverage resources when implementing their preparedness programs. These may include but are not limited to: Medical Reserve Corps; Emergency Medical Services for Children grants; ASPR HPP; CDC PHEP; CDC Cities Readiness Initiative; Strategic National Stockpile Programs; EMS; DOJ grants; the Department of Defense 1033 Program (also known as the LESO Program); and CISA’s Infrastructure Security Division. However, coordination is not limited to grant funding. It also includes leveraging assessments such as Transportation Security Administration’s (TSA) Baseline Assessment for Security Enhancement (BASE), reporting from the Intelligence Community, risk information such as USCG’s Maritime Security Risk Analysis Model (MSRAM), and USBP Sector Analysis.

Each SHSP- and UASI-funded investment that addresses biological risk, patient care, or health systems preparedness should be implemented in a coordinated manner with other federal programs that support biological and public health incident preparedness such as those administered by HHS ASPR, CDC, and DOT’s National Highway Traffic Safety Administration (NHTSA).

8.10.2. COLLABORATION WITH HEALTH CARE COALITIONS

Health Care Coalitions (HCC) are regional entities comprised of health care, public health, emergency management, and emergency medical services organizations that plan and respond together, leverage resources, and address challenges in health care delivery brought on by public health and medical incidents. Given that many of the risks being mitigated include the potential for a range of mass casualties, including those across the chemical, biological, radiological, nuclear, explosive (CBRNE) spectrum, planning efforts should include the participation of HCCs and should take into account the elements and capabilities articulated in the [2017-2022 Health Care Preparedness and Response Capabilities](#), and other forthcoming versions.

8.10.3. COLLABORATION WITH NONPROFIT ORGANIZATIONS

SHSP and UASI recipients are encouraged to work with the nonprofit community to address terrorism and all-hazards prevention concerns, seek input on the needs of the nonprofit sector, and support the goals of their investments.

8.10.4. COLLABORATION WITH TRIBAL NATIONS

Tribal governments and their members are an essential part of our nation's emergency management team. Effective relationships with tribes are necessary to fulfill FEMA's mission of working together to improve our nation's preparedness and response posture. As such, FEMA strongly encourages states, high-risk urban areas, and territories to work with Tribal Nations in overall initiatives, such as whole community preparedness and emergency management planning.

8.11. Operation Stonegarden Operational Guidance (Homeland Security Grant Program)

This section provides operational guidance to OPSG applicants on the development of a concept of operations and campaign planning, the tactical operation period, and reporting procedures. This guidance also delineates specific roles and responsibilities, expectations for operations, and performance measures. Successful execution of these objectives will promote situational awareness among participating agencies and ensure a rapid, fluid response to emerging border security conditions.

OPSG uses an integrated approach to address transnational criminal activity. Federal and SLTT partners are required to establish and maintain an OPSG Integrated Planning Team (IPT) with representation from all participating law enforcement agencies and co-chaired by representatives from USBP, the SAA, and participating local law enforcement agencies' OPSG program representatives. Each operational order will address specific threats, gaps, and vulnerabilities identified by the USBP. All requests in the operational plan will be reviewed and approved by the corresponding sector's Chief Patrol Agent or his/her designee for border security value. USBP will provide routine monitoring and technical expertise to each participating agency. The content of each operational plan, to include the requested items will be reviewed for border security value and approved by the corresponding sector's Chief Patrol Agent or his/her designee.

All operational plans should be crafted in cooperation and coordination with federal and SLTT partners to meet the needs of the USBP Sector. Consideration will be given to applications that are coordinated across multiple jurisdictions. All applicants must coordinate with the CBP/USBP Sector Headquarters with geographic responsibility for the applicant's location in developing and submitting an Operations Order with an embedded budget to the SAA. Operations are to be crafted so that resources are allocated to one or more of the supportable categories:

1. Law Enforcement Presence;
2. Situational Awareness; and/or
3. Intelligence Collection, Analysis, and Distribution.

Law Enforcement Presence includes activities and costs associated to having an SLTT partner provide a law enforcement patrol presence in an area designated by the USBP Sector in support of border security efforts. Situational Awareness includes technology to provide current and immediately relevant information about currently active border security threats. Intelligence Collection, Analysis, and Distribution includes both technology and manpower related to the gathering and analysis of intelligence with a nexus to border security.

The terms of an OPSG award do not extend to an SLTT partner any authority to enforce additional laws, statutes, or regulations beyond their own authorities; SLTT partners are not empowered through OPSG to enforce immigration authorities under Title 8 of the U.S. Code (i.e., the Immigration and Nationality Act (INA)). Participation in the grant does not grant participants the power to operate outside of their own jurisdictional boundaries.

8.11.1. CONCEPT OF OPERATIONS AND CAMPAIGN PLANNING

Post-Allocation Announcement/Pre-Award

The overarching operational cycle involves three stages: 1) application (described in the HSGP NOFO); 2) concept of operations to formulate a Campaign Plan, and 3) one or more tactical operational periods, which are all developed by the IPT. All Operations Orders: Concept of Operations (CONOPS), Operation Orders or Campaign Plans, and Fragmentary Orders (FRAGOs) shall be submitted through the CBP Stonegarden Data Management System.

Campaign Plan

After awards are announced, participants will create and submit an operations order that forms a campaign plan and captures the initial, generalized-budgetary intent to their IPT.

The campaign plan should articulate the participant agency's long-term border security objectives and goals designed to mitigate border security risk.

Funds should be obligated as needed to target specific threats or vulnerabilities and ensure that OPSG usage is commensurate to the unique risk of each border region. This may require several short-term operations that combine to form an ongoing operational cycle, ensuring that USBP commanders and SLTT agency partners reserve the flexibility to respond to the ever-changing elements of border security.

The operations plan also will articulate the budgetary intent of how funds are to be used throughout the performance period. The operations plan will project planned expenditures in the following categories: overtime, equipment, travel, maintenance, fuel, and administrative funds. The subrecipient can initiate the procurement of equipment as well as state how much the county intends to use for M&A while keeping funds for overtime or residual equipment funds available for use as needed. If the subrecipient intends to spend more than 50% of its award on overtime over the course of the performance period, a Personal Reimbursement for Intelligence Cooperation and Enhancement of Homeland Security Act (PRICE Act) waiver request must be submitted in accordance with the policy initially outlined in [IB 379: Guidance to State Administrative Agencies to Expedite the Expenditure of Certain DHS/FEMA Grant Funding](#). The operations plan will meet both the SAA expectations to obligate the funds within 45 days of the award announcement and the demands of the grant's operational intent. **Sector approved campaign plans must be submitted to USBP Headquarters no later than four months after the official awards announcement has been made.**

Investment Modifications - Changes in Scope or Objective

Changes in scope or objective of the award – including those resulting from intended actions by the recipient or subrecipients – require FEMA's prior written approval, in accordance with 2 C.F.R. § 200.308(c)(1), § 200.407.

If changes must be made to the original operational plan, such as additional funding requests or other changes to the original scope or objectives, a FRAGO must be submitted in Homeland Security Information Network (HSIN) to obtain FEMA's prior written approval of such changes in accordance with 2 C.F.R. § 200.308(c)(1). These modifications will be annotated in the annex section of the FRAGO.

Operational Execution

If changes or additional funding requests to the original operational order must be made, a FRAGO will be created. These modifications will be annotated in the annex section of the FRAGO. Operational discipline is necessary for the success of OPSG. Deliberate, adaptive, integrated, and intelligence-driven planning is critical to conducting targeted enforcement operations consistent with the objectives of the OPSG. By participating in the OPSG, the SLTT agencies agree to conduct operations designed to reduce border security risk.

Operations are composed of six critical elements: 1) a pre-planning meeting with the IPT; 2) specified beginning and ending dates; 3) the integration of intelligence and border security; 4) use of targeted enforcement techniques; 5) clearly stated objectives; and 6) an after-action meeting. These operations require deliberate on-going planning to ensure command, staff, and unit activities synchronize to current and future operations. The cyclical nature of the process will ensure OPSG activities align with the fluctuating border security threats and vulnerabilities. The IPT should leverage information provided by the fusion center, Border Intelligence Centers, or other local intelligence center when possible and establish a common operational vision.

The USBP Sector's Chief Patrol Agent or his/her designee will ensure that the information or intelligence has a clear nexus to border security. Intelligence will be shared and vetted for border security value, driving the focus of operations. Once intelligence-driven targets are identified, the IPT will decide on operational objectives that reflect the intended impact of operations. The objectives should outline how the operation will deter, deny, degrade, or dismantle the operational capacity of the targeted transnational criminal organizations.

Each operational period will begin on a predetermined date and end on a predetermined date; however, dates may be subject to change commensurate with emerging security conditions. The starting date of the operational period should be established to allow sufficient time for the order to be submitted and approved by the corresponding USBP Sector and in concurrence with its SAA and USBP Headquarters. The USBP Sectors will upload copies of the operations order in the corresponding folder in the CBP Stonegarden Data Management System.

8.11.2. REPORTING PROCEDURES

Participation in OPSG requires accurate, consistent, and timely reporting of how funds are used, and how the SLTT agencies' operations have impacted border security through the mitigation of threat or vulnerability and the overall reduction of risk. Reporting will focus on monitoring program performance; determining the level of integration and information sharing; and developing best practices for future operations. To ensure consistent reporting each SLTT agency will identify a single point of contact to represent their agency as a member of the IPT and to coordinate the submission of reports or execute other aspects of the grant.

The Daily Activity Report (DAR), which can be found by selecting the current fiscal year HSGP NOFO on [FEMA's preparedness grants page](#), is to be used to submit the ongoing results and outputs from OPSG operations conducted. The information and statistics included in the DAR will be delineated by agency (friendly forces). The DAR must be submitted to the USBP sector or the participating

agency's OPSG coordinator within 48 hours of the conclusion of each OPSG shift. Subrecipients and Sectors are responsible to ensure that DARs are submitted in the proper format and in a timely manner. DARs will be submitted using the CBP Stonegarden Data Management System. Friendly forces receiving funding through a subrecipient will submit DARs within 48 hours. Border Patrol Sectors and OPSG subrecipients will implement internal protocols to ensure operational data from subrecipients and friendly force DARs are properly collected following the established guidelines.

In addition to the ongoing reporting of outputs, subrecipient participants will be required to submit AARs to USBP sectors within 10 days of closing the operational POP for that funding year. The AAR should carefully articulate outcomes and outputs as well as how the results of the operation compare with the objectives identified during the pre-planning meeting. Failure to submit the AAR in a timely manner may prevent the approval of future operations requests. All AARs and other OPSG reporting requirements will be submitted through the CBP Stonegarden Data Management System. Sectors are responsible for submitting AARs into Border Patrol Enforcement Tracking System (BPETS) as applicable.

8.11.3. OPERATION STONEGARDEN COORDINATION

OPSG supports enhanced cooperation and coordination among CBP, USBP, and federal and SLTT law enforcement agencies to improve overall border security. OPSG provides funding to support joint efforts to secure the United States' borders along routes of ingress/egress of international borders including travel corridors in states bordering Mexico and Canada along with states and territories with international water borders. OPSG also further enhances the sharing of threat information and intelligence between federal and SLTT law enforcement agencies through the development and sustainment of a capable workforce of analysts that have the necessary experience and training, access to open source, unclassified and classified information, products, data, SAR, tips/leads, and online/social media-based threats as well as necessary services and technology to facilitate analytic capabilities and collaboration.

SLTT law enforcement agencies will utilize their own law enforcement authorities to support the CBP and USBP border security mission and will not receive any additional authority as a result of participation in the grant. An OPSG award does not provide any additional authority to SLTT law enforcement agencies. More specifically, SLTT law enforcement agencies are not empowered through OPSG to enforce immigration authorities under Title 8 of the U.S. Code (i.e., the INA).

SLTT law enforcement agencies are expected utilize their own jurisdictional authority in support of enhanced border security unless some other agreement applies. SLTT law enforcement agencies are further expected to operate within the bounds of all applicable laws, to include federal laws, state statutes, and local laws, policies, and procedures.

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

- Increase intelligence and operational capabilities to prevent, protect against, and respond to border security issues;
- Increase coordination and collaboration among federal and SLTT law enforcement agencies;
- Continue the distinct capability enhancements required for border security and border protection;

- Provide intelligence-based operations through USBP Sector Level experts to ensure safety and operational oversight of federal and SLTT law enforcement agencies participating in OPSG operational activities;
- Support a request to any Governor to activate, deploy, or redeploy specialized National Guard Units/Packages and/or elements of state law enforcement to increase or augment specialized/technical law enforcement elements operational activities;
- Continue to increase operational, material, and technological readiness of SLTT law enforcement agencies;
- Enhance the sharing of threat information and intelligence between federal and SLTT law enforcement agencies; and
- Develop and sustain a capable workforce of analysts that have the necessary experience and training, as well as access to open source, unclassified and/or classified information, products, data, SAR, tips/leads, online/social media-based threats, and the necessary services and technology to facilitate these analytic activities.

OPSG funds must be used to provide an enhanced law enforcement presence and to increase operational and intelligence capabilities of federal and SLTT law enforcement, promoting a layered, coordinated approach to law enforcement within border states and territories of the United States.

- **Federal and SLTT OPSG IPT:** Federal and SLTT partners must establish and maintain a formalized OPSG IPT with representation from all participating law enforcement agencies, co-chaired by representatives from USBP, the SAA, and participating law enforcement agencies' OPSG program representatives.
- No fewer than two IPT meetings must take **place during every funding year:**
 - Before submitting the CONCOPS (application); and
 - Before submitting the Campaign Plan
- OPSG funds may be used for travel and per diem in support of the IPTs and OPSG strategic planning events if the costs are otherwise compliant with other program and regulatory requirements.

8.11.4. COORDINATION REQUIREMENTS

All operational plans should be crafted in cooperation and coordination among federal and SLTT partners. Consideration will be given to applications that are coordinated across multiple jurisdictions. All applicants must coordinate with the USBP Sector Headquarters with geographic responsibility for the applicant's location in developing and submitting an Operations Order with an embedded budget to the SAA. OPSG funds must be used to provide increased operational capabilities to SLTT partners in support of enhanced border security through:

- Enhanced Law Enforcement Presence;
- Enhanced Situational Awareness; and
- Enhanced Intelligence Collection and Distribution.

After awards are announced, prospective recipients will re-scope the draft Operations Order and resubmit it as a final Operations Order with an embedded budget based on actual dollar amounts awarded. The appropriate Sector Headquarters will approve final Operations Orders and forward those orders to Headquarters, Office of Border Patrol, Washington, D.C., before funding is released. Recipients may not begin operations, obligate, or expend any funds until FEMA and USBP Headquarters have approved the final Operations Order and the embedded budget and removed any existing special conditions and/or restrictions.

8.11.5. OPERATIONAL ROLES AND RESPONSIBILITIES

To achieve unity of effort, it is essential that each participant know the roles and responsibilities within the IPT. The USBP sector's Chief Patrol Agent, or his/her designee, will:

- Coordinate and chair the area IPT's meetings;
- Coordinate with all interested and eligible SLTT agencies in the sector's area of operation during the open period of the OPSG application process by:
 - Assisting applicants in completing the operations planning portion of the application, which is like the Operations Order used by the USBP;
 - Forwarding the approved operation portion of the application to CBP/USBP Headquarters as well as to the SAA to complete the application process set by FEMA; and
 - Detailing what operational support the USBP Sector anticipates for specific periods and matching the capabilities of partners to fill those gaps.
- Following the announcement of grant awards, coordinate and chair a meeting with SLTT agencies that received OPSG awards to develop an individualized campaign plan. This includes:
 - Working with SLTT agencies along with other federal law enforcement agencies to determine the dates, focus, and needs of each operational period thus ensuring that each operation has a nexus to border security;
 - Receiving the first periodic operations order from the SLTT agencies and ensuring that the operation is conducted as outlined in the Campaign Planning section;
 - Monitoring and supporting the Operational Cycle throughout the performance period;
 - Ensuring the DAR and the AAR are submitted by SLTT agencies in the proper format and within the established timeframes;
 - Providing instruction, when possible, to SLTT agencies regarding techniques, methods, and trends used by transnational criminal organizations in the area;
 - Providing a single point of contact to participants as a subject-matter expert in OPSG that can coordinate, collect, and report operational activities within the established reporting procedures;
 - Providing verification that operations are conducted;

- Documenting and conducting random, on-site operational verification of OPSG patrols by subrecipients and friendly forces;
- Verifying that subrecipients are performing OPSG enforcement duties in accordance with the applicable grant, statute, and regulatory guidance and instructions; and
- Ensuring that grant funds are appropriately expended to meet sector border enforcement operational requirements and assist in enhancing subrecipient/friendly force capabilities to provide for enhanced enforcement presence, operational integration, and intelligence sharing in border communities.

The SLTT agency lead, or their designee, will:

- Coordinate with the SAA on all grant management matters including but not limited to the development and review of operations orders, expenditure of funds, allowable costs, reporting requirements;
- Upon receiving a grant award, coordinate and meet as a member of the IPT to develop an individualized campaign plan that covers the length of the grant performance period;
- Work within the IPT to develop an initial Operational Cycle and determine the duration of the first operational period based on the tactical needs specific to the area;
- Submit all operations orders for review and submit the operations order to the Border Patrol and ensure the operation meets the six criteria established in the Operational Execution Section (see Section 8.11.1 “Concept of Operations and Campaign Planning”):
 - Conduct operations as needed throughout the length of the grant performance period;
 - Integrate law enforcement partners from contiguous counties and towns into their tactical operations to expand the layer of security beyond existing areas;
 - Ensure all required reports, including reports from friendly forces, are submitted to the Border Patrol and the SAA, when applicable, in the proper format and within established timeframes;
 - Ensure applicable OPSG-derived data is shared with the designated fusion center in the state or high-risk urban areas;
 - Ensure applicable intelligence is shared with the designated fusion center in the state and/or high-risk urban areas;
 - Request instruction and information from the SAA, when applicable, and/or USBP and other federal law enforcement agencies regarding techniques, methods, and trends used by transnational criminal organizations in the area;
- Provide the SAA and USBP a single point of contact that maintains subject-matter expertise in OPSG who can coordinate, collect, and report operational activities within the established reporting procedures; and
- Assist as required with the coordination, management, and operational aspects of the grant.

The SAA will:

- Actively engage in the IPT meetings;
- Work in direct coordination and communication with the local or tribal agency lead on all grant management matters;
- Review all operations orders created by the local or tribal agency;
- Act as the fiduciary agent for the program and provide expertise in state policy and regulations;
- Enter into a subaward agreement to disburse the allocated funding awarded through FEMA;
- Generate biannual reports to FEMA capturing the subrecipients' obligations and expenditures of funds;
- Determine if the grant's performance period requires additional refinement over the federally established 36-month period;
- Conduct audits of the program to ensure that the subrecipients are following program guidance; and
- Assist as required with the coordination, management, and operational aspects of the grant.

8.11.6. DEFINITIONS (OPERATION STONEGARDEN)

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

Border security related crime: Any action or enterprise that constitutes an offense which is punishable by law, for which prosecution would serve established border security goals as outlined by the CBP for a whole of community approach:

That results in a favorable environment for criminal enterprise network, transnational criminal, or terrorist organizations; the smuggling/trafficking of humans, contraband, narcotics, or weapons of mass destruction across or in proximity to the U.S. border; or

- That has a direct nexus to illicit cross-border activity.

Campaign Plan: The first Operational Order based on the CONOP aimed at accomplishing a strategic or operational objective within a given time and space.

CONOPS: A written statement that clearly and concisely expresses what the SLTT commander intends to accomplish and how it will be done using available resources (and funding). It is also the operational equivalent of the OPSG grant application.

FRAGO: A fragmentary order is a modification of the approved campaign plan, reflecting changes to the scope or objective pursuant to 2 C.F.R. § 200.308(c)(1). After an operation order has been approved, any changes to a campaign plan will be submitted via HSIN as a FRAGO for FEMA's approval. Subsequent FRAGOs are permissible, subject to FEMA's prior written approval, consistent with the requirements of 2 C.F.R. § 200.308, § 200.407.

Friendly Forces: Local law enforcement entities supporting border security operations to whom OPSG subrecipients provide funding.

IPT: Group that coordinates on all aspects of OPSG application, planning, and de-briefings.

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

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

Operation/Operational Order: A formal description of the action to be taken to accomplish or satisfy a CONOP, Campaign Plan, or FRAGO. The Operation/Operational Order includes a detailed description of actions to be taken and required logistical needs to execute an operation.

Opioid Receptor Antagonists: Any medically approved drug or medical substance that can be utilized by first responder personnel in an emergency that is designed to counteract the effects of an opioid overdose.

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

Risk: Potential for an adverse outcome assessed as a function of threats, vulnerabilities, and consequences associated with an incident, event, or occurrence.

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

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

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

Tier: Tier refers to the geographical location of a municipality, county, or tribe with respect to the United States national border, i.e., Tier 1 is a county located on the border; a Tier 2 county is a county contiguous to a Tier 1 county; and a Tier 3 is a county not located on the physical border but is a contiguous to a Tier 2 county.

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

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

8.12. Supplemental Resources (Homeland Security Grant Program, Tribal Homeland Security Grant Program)

FEMA collaborates with various subject-matter experts and acknowledges the value and expertise these Federal partner agencies provide to help shape the development and implementation of the

HSGP and THSGP. This continued partnership and collaboration helps provide recipients with the greatest number of resources required to effectively manage and implement funds as well as promotes transparency. Therefore, FEMA is providing links to information on various subjects and policies that are relevant to the mission and intent of FEMA and its preparedness grant programs.

8.12.1. CHEMICAL, BIOLOGICAL, RADIOLOGICAL, AND NUCLEAR DETECTION

The Countering Weapons of Mass Destruction (CWMD) Office is a support component within DHS established in December 2017 to counter attempts by terrorists or other threat actors to carry out an attack against the United States or its interests using a weapon of mass destruction. The CWMD Office provides guidance to improve national coordination on CBRN issues and works with federal and SLTT agencies to ensure operators have better access to current data and subject-matter expertise they need. FEMA offers implementation support on the THIRA/SPR for SLTT partners and the CWMD Office offers TA to provide guidance to SLTT partners seeking to address CBRN threats and to build or sustain CBRN detection and response capabilities. For more information or assistance, please contact CWMD-THIRA@hq.dhs.gov.

8.12.2. NATIONAL INFORMATION EXCHANGE MODEL

National Information Exchange Model (NIEM) is a common vocabulary that enables efficient information exchange across diverse public and private organizations. NIEM can save time and money by providing consistent, reusable data terms and definitions and repeatable processes. To support information sharing, all recipients of grants for projects implementing information exchange capabilities are required to use NIEM and to adhere to the NIEM compliance rules. Go to [NIEM.gov](https://niem.gov) for guidance on how to utilize FEMA award funding for information sharing, exchange, and interoperability activities.

The NIEM Emergency Management domain supports emergency-related services (including preparing first responders and responding to disasters), information sharing, and activities such as homeland security and resource and communications management. The NIEM Emergency Management domain has an inclusive governance structure that includes federal, SLTT, industry, and, where necessary, international partnerships. The NIEM Emergency Management domain is committed to community support via TA and NIEM training. For more information on the NIEM Emergency Management domain, to request training or TA or to just get involved, go to the [Emergency Management](https://niem.gov/emergency-management) page on NIEM.gov.

8.12.3. INFRASTRUCTURE RESILIENCE PLANNING FRAMEWORK

SLTT governments are faced with complex long-term decisions, limited sources of revenue, and changing populations. CISA developed the Infrastructure Resilience Planning Framework (IRPF) as a resource for SLTT planners. The IRPF provides a process and a series of tools and resources for incorporating critical infrastructure resilience considerations into planning activities. The IRPF can be used to support capital improvement plans, hazard mitigation plans, or other planning documents, as well as funding requests. For more information, see the [IRPF](https://cisa.gov/irpf).

8.12.4. INTEGRATED PUBLIC ALERT AND WARNING SYSTEM

The Integrated Public Alert & Warning System (IPAWS) is FEMA's national system for local alerting that provides authenticated emergency and life-saving information to the public through mobile phones using Wireless Emergency Alerts, to radio and television via the Emergency Alert System, and

on the National Oceanic and Atmospheric Administration's Weather Radio. For more information, see the [IPAWS](#) page on FEMA.gov.

8.12.5. HOMELAND SECURITY INFORMATION NETWORK

HSIN is a user-driven, web-based, information sharing platform that connects all homeland security professionals including the DHS and its federal, SLTT, international, and private sector partners across all homeland security mission areas. HSIN is used to support daily operations, events, exercises, natural disasters, and incidents. To support user mission needs, HSIN provides three sets of services for secure information sharing. The first service provides a shared place for communities to securely collaborate on homeland security issues and includes core functions such as a web conferencing and instant messaging tools with white boarding, video, and chat services for real-time communication and situational awareness. The second set provides secure dissemination and sharing capabilities for homeland security alerts, reports, and products. The third set allows users to access and query a variety of shared data and services from all homeland security mission areas and trusted federal partners. Preparedness grant funds may be used to support planning, training and development costs associated with developing and managing mission critical HSIN communities of interest and sites. Learn more about HSIN on the [HSIN HSGP Guidance](#) page on DHS.gov.

8.12.6. STATE, LOCAL, TRIBAL, TERRITORIAL CYBERSECURITY ENGAGEMENT PROGRAM

CISA is responsible for enhancing the security, resilience, and reliability of the Nation's cyber and communications infrastructure. CISA works to prevent or minimize disruptions to critical information infrastructure to protect the public, the economy, and government services. CISA leads efforts to protect the Federal ".gov" domain of civilian government networks and to collaborate with the private sector—the ".com" domain—to increase the security of critical networks.

The DHS SLTT Cybersecurity Engagement Program within CISA was established to help non-federal public stakeholders and associations manage cyber risk. The program provides appointed and elected SLTT government officials with cybersecurity risk briefings, information on available resources, and partnership opportunities to help protect their citizens online. Through these and related activities, the program coordinates DHS's cybersecurity efforts with its SLTT partners to enhance and protect their cyber interests. More information on all CISA resources available to support SLTT governments is available at the [Resources & Tools](#) page on CISA.gov.

8.12.7. FRAMEWORK FOR IMPROVING CRITICAL INFRASTRUCTURE CYBERSECURITY

When requesting funds for cybersecurity, applicants are encouraged to propose projects that would aid in implementation of all or part of the [Framework for Improving Critical Infrastructure Cybersecurity](#) (the "Framework") developed by the National Institute of Standards and Technology (NIST). The Framework gathers existing international standards and practices to help organizations understand, communicate, and manage their cyber risks. For organizations that do not know where to start with developing a cybersecurity program, the Framework provides initial guidance. For organizations with more advanced practices, the Framework offers a way to improve their programs, such as better communication with their leadership and suppliers about management of cyber risks.

CISA's Critical Infrastructure Cyber Community C³ Voluntary Program also provides resources to critical infrastructure owners and operators to assist in adoption of the Framework and managing cyber risks. Additional information on the Critical Infrastructure Cyber Community C³ Voluntary Program can be found at the [Critical Infrastructure Cyber Community C³ Voluntary Program](#) page on CISA.gov.

DHS's Enhanced Cybersecurity Services (ECS) program is an example of a resource that assists in protecting U.S.-based public and private entities and combines key elements of capabilities under the "Detect" and "Protect" functions to deliver an impactful solution relative to the outcomes of the Cybersecurity Framework. Specifically, ECS offers intrusion prevention and analysis services that help U.S.-based companies and SLTT governments defend their computer systems against unauthorized access, exploitation, and data exfiltration. ECS works by sourcing timely, actionable cyber threat indicators from sensitive and classified Government Furnished Information (GFI). DHS then shares those indicators with accredited Commercial Service Providers (CSPs). Those CSPs in turn use the indicators to block certain types of malicious traffic from entering a company's networks. Groups interested in subscribing to ECS must contract directly with a CSP to receive services. Please visit the [ECS](#) page on CISA.gov for a current list of ECS CSP points of contact.

8.12.8. REGIONAL RESILIENCY ASSESSMENT PROGRAM

The Regional Resiliency Assessment Program (RRAP) is a cooperative assessment of specific critical infrastructure within a designated geographic area and a regional analysis of the surrounding infrastructure that address a range of infrastructure resilience issues that could have regionally and nationally significant consequences. These voluntary, non-regulatory RRAP projects are led by CISA's Infrastructure Security Division and are selected each year by DHS with input and guidance from federal, state, and local partners. For additional information on the RRAP, visit the [RRAP](#) page on CISA.gov.

8.12.9. LAW ENFORCEMENT SUPPORT OFFICE, OR 1033 PROGRAM

LESO facilitates a law enforcement support program, which originated from the National Defense Authorization Act of Fiscal Year 1997. This law allows the transfer of excess Department of Defense property that might otherwise be destroyed to law enforcement agencies across the United States and its territories.

No equipment is purchased for distribution. All items were excess that had been turned in by military units or had been held as part of reserve stocks until no longer needed. Requisitions cover the gamut of items used by America's military — clothing, office supplies, tools and rescue equipment, vehicles, small arms, and more. There is no fee for the equipment itself; however, the law enforcement agencies are responsible for the shipping costs.

For additional information on the LESO, see the [LESO](#) page on DLA.mil.

9. Nonprofit Security Grant Program

9.1. Program Funding Guidelines and Priorities

NSGP grant recipients (e.g., SAAs) and subrecipients (e.g., nonprofit organizations) may only use NSGP grant funds for the purpose set forth in the grant award and must use funding in a way that is consistent with the statutory authority for the award. See the annual NSGP NOFO for program Priorities.

9.1.1. NATIONAL INCIDENT MANAGEMENT SYSTEM IMPLEMENTATION

Recipients receiving NSGP funding must implement NIMS. Recipients must manage resources purchased or supported with FEMA grant funding according to NIMS resource management guidance.

9.2. Nonprofit Security Grant Program Investment Modifications – Changes in Scope or Objective

Changes in scope or objective of the award—whether as a result of intended actions by the recipient or subrecipients—require FEMA’s prior written approval, in accordance with 2 C.F.R. § 200.308(c)(1), § 200.407. NSGP is competitive with applications recommended for funding based on threat, vulnerability, consequence, and their mitigation to a specific facility/location. However, consistent with 2 C.F.R § 200.308(c)(1), Change in Scope Notification, FEMA requires prior written approval of any change in scope/objective of the grant-funded activity after the award is issued. See 2 C.F.R. § 200.308(b), (c). Scope/objective changes will be considered on a case-by-case basis, provided the change does not negatively impact the competitive process used to recommend NSGP awards. Requests to change the scope or objective of the grant-funded activity after the award is made must be submitted by the SAA via FEMA GO as a Scope Change Amendment. The amendment request must include the following:

- A written request from the NSGP subrecipient on its letterhead, outlining the scope or objective change including the approved projects from the subrecipient’s IJ, the funds and relative scope or objective significance allocated to those projects, the proposed changes, and any resulting reallocations as a result of the change of scope or objective;
- An explanation why the change of scope or objective is necessary;
- Validation from the SAA that any deviations from the approved IJ are addressed in the vulnerability assessment submitted by the subrecipient at the time of application; and
- The subrecipient request must also address whether the proposed changes will impact its ability to complete the project within the award’s POP.

FEMA will generally not approve NSGP change-of-scope requests resulting from the following situations:

- Subrecipients that relocate their facilities after submitting their application who are requesting a change of scope to allow them to use NSGP funds toward projects at the new facility; or

- Subrecipients that renovate their facilities after submitting their application in cases where the subsequent renovations would affect the vulnerability/risk assessment upon which the IJ is based.

NSGP project funding is based on the ability of the proposed project to mitigate the risk factors identified in the IJ. For this reason, FEMA may reject requests to significantly change the physical security enhancements that are purchased with NSGP funding where FEMA believes approval of the request would change or exceed the scope of the originally approved project. FEMA will consider all requests to deviate from the security project as originally proposed on a case-by-case basis, *consistent with 2 C.F.R. § 200.308(c)(1)*.

Subrecipients may not proceed with implementing any scope/objective changes until the SAA receives written approval from FEMA through FEMA GO and until the SAA has made any required subaward modifications.

If a subrecipient is simply making changes to its own budget without impacting the scope or objective of the subaward, and where the budget changes do not involve other prior approval requirements listed in 2 C.F.R. § 200.407, then the subrecipient does not need the prior approval of the SAA or FEMA. See 2 C.F.R. § 200.308. Instead, the subrecipient is only required to report to the SAA the budget changes. Similarly, the SAA should report those budget changes to FEMA.

9.3. Pass-Through Requirements

Pass-through funding is required under this program. Awards made to the SAA for the NSGP carry additional pass-through requirements. Pass-through is defined as an obligation on the part of the state to make subawards to selected nonprofit organizations. The SAA must provide funds awarded under NSGP to subrecipients within 45 days of receipt of the funds. A letter of intent (or equivalent) to distribute funds is not sufficient. Award subrecipients that are selected for funding under this program must be provided with funding within 45 days from the date the funds are first made available to the recipient so that they can initiate implementation of approved investments.

For the SAA to successfully meet the pass-through requirement and provide funding to the subrecipients, the SAA must meet the following four requirements:

- There must be some action by the SAA to establish a firm commitment to award the funds to the selected nonprofit organization;
- The action must be unconditional on the part of the SAA (i.e., no contingencies for availability of SAA funds);
- There must be documentary evidence of the commitment of the award of funding to the selected nonprofit organization; and
- The SAA must communicate the terms of the subaward to the selected nonprofit organization.

If a nonprofit organization is selected for an NSGP award and elects to decline the award, the SAA must notify their FEMA Preparedness Officer. The SAA may not re-obligate to another subrecipient without prior approval. "Receipt of the funds" occurs either when the SAA accepts the award or 15 calendar days after the SAA receives notice of the award, whichever is earlier. SAAs are sent notification of NSGP awards via the FEMA GO system. If an SAA accepts its award within 15 calendar days of receiving notice of the award in the FEMA GO system, the 45-calendar day pass-through period will start on the date the SAA accepted the award. Should an SAA not accept the NSGP award

within 15 calendar days of receiving notice of the award in the FEMA GO system, the 45-calendar days pass-through period will begin 15 calendar days after the award notification is sent to the SAA via the FEMA GO system.

It is important to note that the POP start date does not directly affect the start of the 45-calendar day pass-through period. For example, an SAA may receive notice of the NSGP award on Aug. 20, 2023, while the POP dates for that award are Sept. 1, 2023, through Aug. 31, 2026. In this example, the 45-day pass-through period will begin on the date the SAA accepts the NSGP award or Sept. 4, 2023 (15 calendar days after the SAA was notified of the award), whichever date occurs first. The POP start date of Sept. 1, 2023, would not affect the timing of meeting the 45-calendar day pass-through requirement.

10. Surface Transportation Security Grant Programs (Transit Security Grant Program, Intercity Passenger Rail Program, Intercity Bus Security Grant Program)

10.1. Program Funding Guidelines and Priorities (Transit Security Grant Program, Intercity Passenger Rail Program, Intercity Bus Security Grant Program)

Costs charged to a TSGP, IPR Program, or IBSGP award must be consistent with the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, located at 2 C.F.R. Part 200.

- NOTE: Costs charged to an **IPR Program award** must also be consistent with the cost principles in the Federal Acquisition Regulation (FAR) Part 31.2 in lieu of 2 C.F.R. Part 200, Subpart E. Any conflicts between FAR 31.2 and 2 C.F.R. Part 200, Subpart E shall be resolved in favor of the applicable provision in FAR 31.2.

See annual program NOFO for information on program-specific priorities.

10.2. Changes in Scope or Objectives (Transit Security Grant Program, Intercity Passenger Rail Program, Intercity Bus Security Grant Program)

All three Surface Transportation Security Grant Programs generally do not allow for scope or objective changes unless there are extenuating circumstances (e.g., the COVID-19 or a similar pandemic preventing activities). FEMA will consider scope/objective changes on a case-by-case basis if extenuating circumstances are present.

10.3. Security Plan Requirements (Transit Security Grant Program, Intercity Passenger Rail Program, Intercity Bus Security Grant Program)

10.3.1. TRANSIT SECURITY GRANT PROGRAM AND INTERCITY PASSENGER RAIL PROGRAM

The following information regarding security plan requirements is provided in 6 U.S.C. § 1134(c)(2):

Security plans should include the following, as appropriate:

- A prioritized list of all items included in the public transportation agency's security assessment that have not yet been addressed;
- A detailed list of any additional capital and operational improvements identified by DHS or the public transportation agency and a certification of the public transportation agency's technical capacity for operating and maintaining any security equipment that may be identified in such list;
- Specific procedures to be implemented or used by the public transportation agency in response to a terrorist attack including evacuation and passenger communication plans along with appropriate evacuation and communication measures for the elderly and individuals with disabilities;

- A coordinated response plan that establishes procedures for appropriate interaction with state and local law enforcement agencies, emergency responders, and federal officials to coordinate security measures and plans for response in the event of a terrorist attack or other major incident;
- A strategy and timeline for conducting training under 49 C.F.R. § 1570.109(b) and 49 C.F.R. Part 1582;
- Plans for providing redundant and other appropriate backup systems necessary to ensure the continued operation of critical elements of the public transportation system in the event of a terrorist attack or other major incident;
- Plans for providing service capabilities throughout the system in the event of a terrorist attack or other major incident in the city or region which the public transportation system serves;
- Methods to mitigate damage within a public transportation system in case of an attack on the system, including a plan for communication and coordination with emergency responders; and
- Other actions or procedures as the Secretary of Homeland Security determines are appropriate to address the security of the public transportation system.

10.3.2. ADDITIONAL AMTRAK REQUIREMENTS

Sections 1512 and 1513 of the Implementing Recommendations of the 9/11 Commission Act of 2007 (6 U.S.C. §§ 1162 and 1163) require a recipient to complete a vulnerability assessment and develop a security plan. To be eligible for the IPR Program, Amtrak must have developed, or updated, its security plan. The security plan must be based on a security assessment, such as the Baseline Assessment for Security Enhancement, which is performed by 'SA's Transportation Security Inspectors-Surface. This security assessment must have been conducted within the last three years prior to receiving the respective fiscal year's IPR Program award. A copy of the security plan and security assessment must be provided to DHS/FEMA upon request.

Entities providing transit security (e.g., city/county police department or a transportation agency's own police department) must approve the security plan. The signature of a responsible official from the agency's railroad security provider serves as this approval. Associated documentation of this approval must be provided to DHS/FEMA upon request. In addition, the agency's railroad security provider is encouraged to review the IJs prior to submission.

Amtrak, in receiving funds through this program, must participate in RTSWG's in participating urban areas. The RTSWG should serve as the forum for regional partners to discuss risk, planning efforts, and mitigation strategies. These discussions should be held regardless of funding to continue enhancing the overall security of the region. Regional working groups are a best practice for enhancing security and are encouraged for all jurisdictions.

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

Further, the AOR and SA must be a duly authorized current employee, personnel, official, staff or leadership of the recipient and provide an email address unique to the recipient at the time of application and upon any change in assignment during the POP. Consultants or contractors of the recipient are not permitted to be the AOR or the SA of the recipient. It is the sole responsibility of the

recipient to keep their points of contact for the organization up-to-date and accurate in all federal systems.

The AOR is responsible for submitting programmatic and financial performance reports, accepting award packages, signing assurances and certifications, and submitting award amendments.

10.3.3. INTERCITY BUS SECURITY GRANT PROGRAM REQUIREMENTS

To be eligible for the IBSGP, operators must have developed or updated their organization's Vulnerability Assessment and Security Plan (VASP) that must be based on a security assessment, such as the BASE performed by Transportation Security Inspectors-Surface from TSA. Private operators providing transportation with an over-the-road bus system must have completed or updated their VASP within the past three years before the opening of the respective fiscal year's IBSGP application period. Additionally, a copy of the VASP certification must be submitted along with the application to be considered eligible. Failure to include this certification will result in the application being deemed ineligible. All operators must have completed or updated a VASP as required by Section 1531 of the 9/11 Act (6 U.S.C. § 1181) as follows:

Assessments and security plans should include, as appropriate:

- Identification and evaluation of critical assets and infrastructure, including buses, platforms, stations, terminals, and information systems;
- Identification of vulnerabilities to those assets and infrastructure; and
- Identification of gaps in physical security; passenger and cargo security; the security of programmable electronic devices, computers, or other automated systems that are used in providing over-the-road bus transportation; alarms, cameras and other communications systems and utilities needed for over-the-road bus security purposes, including dispatching systems; emergency response planning; and employee training.

Security plans should also include, as appropriate:

- The identification of a security coordinator having authority to implement security actions, coordinate security improvements, and receive communications from appropriate federal officials regarding over-the-road bus security;
- A list of needed capital and operational improvements;
- Procedures to be implemented or used by the operator in response to a terrorist attack, including evacuation and passenger communication plans that include individuals with access and functional needs;
- The identification of steps taken with state and local law enforcement agencies, emergency responders, and federal officials to coordinate security measures and plans for response to a terrorist attack;
- A strategy and timeline for conducting training to prepare frontline employees for potential security threats and conditions;

- Enhanced security measures to be taken by the operator when the Secretary of Homeland Security declares a period of heightened security risk; and
- Plans for providing redundant and backup systems required to ensure the continued operation of critical elements of the operator's system in the event of a terrorist attack.

For additional information, see the current fiscal year's IBSGP NOFO.

10.4. Allowable Cost Guidance

10.4.1. SPECIFIC GUIDANCE ON EXPLOSIVE DETECTION CANINE TEAMS (TRANSIT SECURITY GRANT PROGRAM, INTERCITY PASSENGER RAIL PROGRAM)

Explosive Detection Canine Team Certification

Each Explosive Detection Canine Team (EDCT), composed of one dog and one handler, must be certified by an appropriate, qualified organization. TSA-certified EDCTs will meet or exceed certification standards set by the TSA National Explosives Detection Canine Team Program (NEDCTP). Recipient EDCTs that do not participate in the NEDCTP will be required to certify annually under their respective agency, local, and state regulations. The recipient will maintain certification, utilization, and training data to show compliance in meeting or exceeding those guidelines set forth by the Scientific Working Group on Dog and Orthogonal Detection Guidelines (SWGDOG), as of Sept. 14, 2007, in addition to the requirements set forth in the NOFO.

Explosive Detection Canine Team Submission Requirements

1. The recipient will ensure that a written security procedure plan exists for the safekeeping of all explosive training aids, including safe transportation. The recipient will document the removal, use, and return of explosive training aids used during training exercises or for any other reason. The plan and all documentation must be made available to FEMA upon request;
2. The recipient will comply with requirements for the proper storage, handling, and transportation of all explosive training aids in accordance with the Bureau of Alcohol, Tobacco, Firearms and Explosives' Publication 5400.7 (ATF P 5400.7) (09/00), Federal Explosive Law and Regulation;
3. The recipient will ensure that certified EDCTs are available to respond to situations 24 hours a day, 7 days per week on an on-duty or off-duty on-call basis. If TSGP- or IPR Program-funded EDCTs are not available, other non-TSGP or non-IPR Program funded EDCTs may be utilized for this response. The intent is to provide maximum coverage during peak operating hours and to maintain the ability to promptly respond to threats that affect public safety or mass transit operations;
4. EDCTs under this grant are single purpose and will be trained to detect "live" explosives only, not "simulated" explosives. EDCTs must not have received previous training to detect any other substances;
5. The recipient will ensure that each EDCT receives on-site proficiency training at a minimum of 4 hours per week per duty cycle. This training shall include, but not be limited to, mass transit passenger cars, terminals/platforms, luggage, freight/warehouses, and vehicles. Complete, detailed, and accurate training records must be maintained for all proficiency training conducted by each EDCT. These records must be made available to FEMA upon request;
6. The recipient will conduct appropriate training or other canine activities, within view of the public, to increase public awareness of EDCTs and provide a noticeable deterrent to acts which

affect public safety or mass transit operations. The recipient will also ensure that such activities include, over a period, a presence in operational areas of the mass transit system during peak and off-peak hours. The recipient agrees that EDCTs will be utilized in the field at least 80% of their duty time, annually;

7. The recipient will provide safe and sanitary kennel facilities for program canines, and these costs may be allowable with prior approval by FEMA. This applies to kenneling canines at a mass transit system, handlers' residences, or commercial boarding facilities. Canines must not be left in makeshift accommodations or without proper supervision, protection, and care. The recipient will ensure that canines are transported on-duty and off-duty in vehicles configured with adequate temperature control, padding, and screening to ensure proper health, safety, and security; and
8. The recipient will ensure that adequate routine and emergency veterinary care are provided for all canines.

Note: FEMA reserves the right to conduct an on-site operational and record review upon 48-hour notice to ensure compliance with applicable federal regulations.

10.4.2. CAPITAL (CONSTRUCTION) PROJECTS GUIDANCE (TRANSIT SECURITY GRANT PROGRAM, INTERCITY PASSENGER RAIL PROGRAM, INTERCITY BUS SECURITY GRANT PROGRAM)

The recipient must obtain written approval from FEMA prior to the use of any program funds for construction or renovation projects. When applying for construction funds, including communications towers, the recipient must submit evidence of approved zoning ordinances, architectural plans, and any other locally required planning permits. Additionally, the recipient is required to submit a [SF-424C](#) Form and budget detail citing the project costs and a [SF-424D](#) Form for standard assurances for the construction project.

Additional guidance for Transit Security Grant Program Capital (Construction) Projects:

Capital expenditures are defined in [2 C.F.R. § 200.1](#) as expenditures to acquire capital assets or expenditures to make additions, improvements, modifications, replacements, rearrangements, reinstallations, renovations, or alterations to capital assets that materially increase their value or useful life. Use of capital expenditures must comply with [2 C.F.R. § 200.439](#). See Section 4.5.1 "Construction and Renovation" for more information.

11. Port Security Grant Program

11.1. Program Funding Guidelines and Priorities

PSGP grant recipients may only use PSGP grant funds for the purpose set forth in the grant award and must use funding in a way that is consistent with the statutory authority for the award. See the annual PSGP NOFO for program Priorities.

11.2. Allowable Cost Guidance

11.2.1. SPECIFIC GUIDANCE ON EXPLOSIVE DETECTION CANINE TEAMS

Explosive Detection Canine Team Certification

Each EDCT, composed of one dog and one handler, must be certified by an appropriate, qualified organization. Canine (K-9) and handler should receive an initial basic training course and weekly maintenance training sessions thereafter to maintain the certification. The basic training averages ten weeks for the canine team (K-9 and handler together) with weekly training and daily exercising. Comparable training and certification standards, such as those promulgated by the TSA Explosive Detection Canine Program, the National Police Canine Association (NPCA), the U.S. Police Canine Association (USPCA), or the International Explosive Detection Dog Association (IEDDA), may be used to meet this requirement. Certifications and training records will be kept on file with the recipient and made available to FEMA upon request.

Explosive Detection Canine Team Submission Requirements

PSGP recipients are required to submit a written plan or standard operating procedure (SOP) that describes EDCT deployment policy including visible and unpredictable deterrent efforts and on-call EDCTs rapid response times. Recipients who are subject to the maritime security regulations contained in 33 C.F.R. Parts 104 (vessel security) or 105 (facility security), shall submit a Vessel Security Plan (VSP) or Facility Security Plan (FSP) amendment detailing the inclusion of a (K-9) explosive detection program into their security measures to the USCG for review and approval. The relevant portion of any USCG-approved VSP or FSP, or any agency specific security plan or SOP must be made available to FEMA and USCG upon request. The recipient will comply with requirements for the proper storage, handling, and transportation of all explosive training aids in accordance with the Bureau of Alcohol, Tobacco, Firearms and Explosives' Publication 5400.7 (ATF P 5400.7) (09/00), *Federal Explosive Law and Regulations*.

Additional Explosive Detection Canine Team Resources Available for Canine Costs

The PSGP, while providing the ability to defray some start-up costs, does not cover any recurring costs associated with EDCT programs. FEMA strongly encourages applicants to investigate their eligibility under other programs, and potential exclusions, when developing their K-9 programs.

11.2.2. MARITIME DOMAIN AWARENESS

The maritime domain is defined as "all areas and things of, on, under, relating to, adjacent to, or bordering on a sea, ocean, or other navigable waterway, including all maritime-related activities, infrastructure, people, cargo, and vessels and other conveyances." PSGP recipients are encouraged to

familiarize themselves with this National Strategy. Homeland Security Presidential Directive-13 (NSPD-41/HSPD-13) (Maritime Security Policy, Dec. 21, 2004). According to the [National Plan to Achieve Maritime Domain Awareness for the National Strategy for Maritime Security \(Oct. 2005\)](#), “Maritime Domain Awareness (MDA) is the effective understanding of anything associated with the global maritime domain that could impact the security, safety, economy, or environment of the United States. MDA is a key component of an active, layered maritime defense in depth. It will be achieved by improving our ability to collect, fuse, analyze, display, and disseminate actionable information and intelligence to operational commanders.” *Id.* at ii.

11.2.3. CAPITAL (CONSTRUCTION) PROJECTS GUIDANCE

Recipients must obtain written approval from FEMA prior to the use of any PSGP funds for construction or renovation projects. Additionally, PSGP funding may not be used to construct buildings or other physical facilities that are not constructed under terms and conditions consistent with the requirements of section 611(j)(9) of the Stafford Act (42 U.S.C. § 5196(j)(9))¹ which requires compliance with the Davis-Bacon Act (codified as amended at 40 U.S.C. §§ 3141 *et seq.*) for PSGP funded projects. Grant recipients must ensure that their contractors or subcontractors for construction projects pay workers no less than the prevailing wages for laborers and mechanics employed on projects of a character similar to the contract work in the civil subdivision of the state in which the work is to be performed. See Section 4.6 “Davis-Bacon Act Compliance” for more information.

The following types of construction and renovation projects are allowable under PSGP, provided they address a specific vulnerability or need identified in an AMSP or otherwise support the maintenance/sustainment of capabilities and equipment acquired through PSGP funding:

- Maritime Command and Control Centers;
- Interagency Operations Centers (IOCs) for maritime security;
- Port Security Emergency Communications Centers;
- Buildings to house generators that support maritime security risk mitigation;
- Maritime security risk mitigation facilities (e.g., dock house, ramps, and docks for existing port security assets);
- Hardened security fences/barriers at access points;
- Any other building or physical facility that enhances access control to the port/Maritime Transportation Security Act (MTSA) facility area; and
- PSGP funding may be used to purchase and/or upgrade a barge to support a staging area for maritime/port security patrols or maritime security risk mitigation responses. (Certain areas

¹ While the Maritime Transportation Security Act of 2002, as amended at 46 U.S.C. § 70107(b)(2), requires that such activities are carried out consistent with Section 611(j)(8) of the Stafford Act, a subsequent amendment to the Stafford Act by section 3 of Pub. L. No. 109-308 in 2006 redesignated the text of Section 611(j)(8) to 611(j)(9). The cross reference in the Maritime Transportation Security Act of 2002 has not been updated.

throughout the Nation may require a barge that can be permanently anchored or moored in certain areas to support maritime security risk mitigation activities.)

To be considered eligible for funding, the construction of fusion centers, operations centers, or communications centers must offer a port wide benefit and support information sharing and operational coordination among regional interagency and other port security partners. Applicants are reminded that the POP is 36 months. Eligible costs for construction or renovation projects may not exceed \$1 million (federal share) per project, which may not exceed 10% of the total amount of the award, as stated in 46 U.S.C. § 70107(b)(2)(A) and (B) (Section 102 of the Maritime Transportation Security Act of 2002, Pub. L. 107-295, as amended). Grant recipients are not permitted to use PSGP funds for construction projects that are eligible for funding under other federal grant programs. PSGP funds may only be used for construction activities directly related to maritime security risk mitigation enhancements.

All construction or renovation projects require EHP review. See Section 4.5 “Environmental Planning and Historic Preservation Compliance” for more information.

11.3. Port-Wide Risk Management Plans

Port areas with existing Port Wide Risk Mitigation Plans (PRMPs) are encouraged to maintain their PRMPs and use them to identify projects that will serve to address remaining maritime security vulnerabilities. These ports are also encouraged to develop or maintain a Business Continuity and Resumption of Trade Plans (BCRTP). For purposes of regional strategic and tactical planning, these plans must take into consideration all port areas covered by their AMSP, align with the port area’s AMSP, consider the entire port system strategically as a whole, and identify actions designed to effectively mitigate security risks associated with the system’s maritime critical infrastructure and key resources.

11.4. Port Security Grant Program Investment Modifications

The purpose of the grant award is to implement projects pursuant to the authorities at 46 U.S.C. § 70107. Under extreme circumstances, a recipient may reallocate award funds from one project to another with prior written approval from FEMA and in a manner consistent with 2 C.F.R. § 200.308 if it does not change the overall scope or objective of the award. Circumstances include, but are not limited to, an inability to complete the original project, disaster events perpetuating an immediate need to reprioritize funds, and changes in regulatory requirements. A recipient must explain the deviation from the original project- including why it is deviating from or scaling down the original project and what specific circumstances that occurred after the time of its award that necessitate the reallocation request- in its reallocation request. The recipient must also identify how the reallocation request aligns with PSGP priorities and the recipient’s original application and the award’s scope of work. Due to legal limitations, reallocation requests that would change the scope of the overall project(s) are not permitted. FEMA will also coordinate such reallocation requests with the USCG Captain of the Port (COTP), and these requests must be verified and supported by the COTP as essential in addressing Port Area priorities. Please also see the relevant PSGP NOFO regarding cost share requirements including the implications if the project costs are less than what was applied for.

12. Emergency Management Performance Grant Program

12.1. Alignment of the Emergency Management Performance Grant Program to the National Preparedness System

The EMPG Program contributes to the implementation of the National Preparedness System by supporting the building, sustainment, and delivery of core capabilities. Core capabilities are essential for the execution of critical tasks for each of the five mission areas outlined in the Goal. The EMPG Program's allowable costs support efforts to build and sustain core capabilities across the Prevention, Protection, Mitigation, Response, and Recovery mission areas described in the Goal.

FEMA requires recipients to prioritize grant funding to demonstrate how EMPG Program-funded investments support the following:

- Building or sustaining those capabilities that are identified as high priority through the THIRA/SPR process and other relevant information sources, such as:
 - AARs following exercises or real-world events;
 - Audit and monitoring findings;
 - Hazard Mitigation Plans; and/or,
 - Other deliberate planning products; and
- Closing capability gaps that are identified in the state or territory's most recent SPR.

To better understand the relationship between building capabilities and closing capability gaps, refer to [CPG 201, Third Edition](#). In advance of issuing the EMPG Program awards, FEMA Regional Administrators will identify individual regional priorities based on their unique knowledge of each region's preparedness and emergency management needs and will share those priorities with the states and territories within their region. The final priorities will be identified and mutually agreed to by the state/territory and Regional Administrator through a collaborative negotiation process. Ideally, all EMPG Program-funded projects, as outlined in the approved EMPG Program Work Plan, will support the priorities identified through this collaborative approach. See the EMPG Program Work Plan template in the EMPG Program NOFO for additional guidance.

FEMA continues to place emphasis on capabilities that address the greatest risks to the security and resilience of the United States. When applicable, funding should support deployable assets that can be used anywhere in the Nation through automatic assistance and mutual aid agreements, including, but not limited to, the [EMAC](#). The EMPG Program supports investments that improve the ability of jurisdictions nationwide to:

- Prevent a threatened or an actual act of terrorism;
- Protect our citizens, residents, visitors, and assets against the greatest threats and hazards;
- Mitigate the loss of life and property by lessening the impact of future disasters;

- Respond quickly to save lives, protect property and the environment, and meet basic human needs in the aftermath of a catastrophic incident; or
- Recover through a focus on the timely restoration, strengthening, and revitalization of infrastructure, housing, and a sustainable economy as well as the health, social, cultural, historic, and environmental fabric of communities affected by a catastrophic incident.

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

12.2. Implementation of the National Preparedness System

12.2.1. IDENTIFYING AND ASSESSING RISK AND ESTIMATING CAPABILITY REQUIREMENTS

By Dec. 31, 2022, recipients were required to complete a THIRA/SPR that addresses all 32 core capabilities and is compliant with [CPG 201, Third Edition](#). Recipients are required to submit a THIRA every three years to establish a consistent baseline for assessment. 2022 was the start of the new 3-year THIRA/SPR cycle and baseline assessment year for existing recipients. Any new grant recipients during future CYs, for which the THIRA/SPR requirement applies, will start their new 3-year THIRA/SPR cycle and baseline assessment year in that year. Specific guidance on the requirements for each core capability is provided through program implementation support and supplemental guidance, as some core capabilities have fewer reporting requirements than others. Recipients must continue to respond to a series of planning-related questions as part of the THIRA/SPR process.

While the THIRA is only required every three years, jurisdictions are required to submit an SPR annually. The submission deadline is Dec. 31 each year (as applicable). For additional guidance on the THIRA/SPR, please refer to [CPG 201, Third Edition](#). Recipients are also encouraged to refer to the [Preparedness Toolkit](#), which is an online portal that provides the whole community with tools to aid in implementing all six areas of the National Preparedness System.

Reporting

In each EMPG Program recipient's BSIR, the recipient must describe how expenditures support building capability, closing capability gaps, or sustaining capabilities identified in the THIRA/SPR process. EMPG Program recipients will, on a project-by-project basis, check one of the following:

- Building a capability with EMPG Program funding; or
- Sustaining a capability with EMPG Program funding.

Building and Sustaining Core Capabilities

Recipients must describe how proposed EMPG Program-funded projects will close capability gaps or sustain capabilities identified through the THIRA/SPR process, particularly SPR Step 2 (see [CPG 201, Third Edition](#)), or other relevant information sources that identify capability needs. See the EMPG Program Work Plan template in the EMPG Program NOFO for additional guidance and requirements.

12.2.2. NATIONAL INCIDENT MANAGEMENT SYSTEM IMPLEMENTATION

EMPG Program recipients must use standardized resource management concepts for resource typing, credentialing, and an inventory to facilitate the effective identification, dispatch, deployment, tracking, and recovery of resources. EMPG Program funds may be used for NIMS implementation; specifically, to meet the requirements described in the [NIMS Implementation Objectives for Local, State, Tribal, and Territorial Jurisdictions](#).

Reporting

- Recipients will answer questions in the applicable secondary NIMS assessment portion of the URT as part of a jurisdiction's THIRA/SPR submission. This involves reporting on the status of the qualification system used within the jurisdiction and sub-jurisdictions, as outlined in the EMPG Program NOFO.
- Reporting will also be through a review by the FEMA Regional NIMS Coordinators during annual TA visits with the states, tribes, and territories within their regions.

12.2.3. NATIONAL QUALIFICATION SYSTEM IMPLEMENTATION

For FY 2023 and going forward, as a post-award requirement, all recipients in the 50 states and District of Columbia must work toward achieving the Phase 1 NQS Implementation Objectives outlined in the table below and must, at a minimum, execute the Implementation Plan they developed in FY 2022 as part of the Phase 0 NQS Implementation Objectives. Jurisdictions that began implementation in FY 2023 shall have designed and adopted organizational qualification system procedures, a certification program and credentialing standards for incident workforce personnel in alignment with the NIMS Guideline for the NQS. All other jurisdictions (including territories and EMPG Program subrecipients) are required to work toward implementation of NQS by developing an Implementation Plan, using the FEMA-provided [two-page template](#) referenced in the table below.

For all states and territories, the following requirements shall apply:

- At a minimum, only **EMPG Program-funded deployable personnel, as determined by each recipient organization**, will be required to meet NQS certification requirements.
- Recipients and subrecipients will be considered in compliance with the NQS requirements as long they are **working toward implementing** the NQS Implementation Objectives as outlined in the table below.
- The expected completion date for each phase of the NQS Implementation Objectives is Dec. 31 of the applicable CY.

Additional NQS Implementation Guidance can be found at the [NQS Supplemental Documents](#) page on FEMA.gov.

Table 8: National Qualification System Implementation Phase Objectives

Phase 0: NQS Implementation Objectives for CY 2022	Example Indicators
- Only the 50 States, the District of Columbia and Puerto Rico shall work toward implementation of NQS by developing an Implementation Plan using the FEMA-provided two-page template. - The Implementation Plan will identify a jurisdiction's timeline for implementing NQS by CY 2025. - All other jurisdictions are encouraged to begin working toward identifying, at a minimum, frequently deployed positions and implementation but will not be required until CY 2023.	- Completion of a jurisdiction implementation plan. - Identification of implementation challenges.
Phase 1: NQS Implementation Objectives for CY 2023	Example Indicators
- All jurisdictions shall work toward implementation of NQS by developing an Implementation Plan using the FEMA-provided two-page template. - Jurisdictions that began implementation in CY 2022 shall have designed and adopted organizational qualification system procedures, a certification program, and credentialing standards for incident workforce personnel in alignment with the NIMS Guideline for the NQS.	- Completion of a jurisdiction implementation plan. - Identification of implementation challenges. - Qualification policies and procedures approved by the jurisdiction. Procedures may include: - Establishment of a Qualification Review Board or equivalent review processes for incident workforce personnel qualifications. - Individual and team coach and evaluation processes for incident workforce personnel qualifications.

Phase 0: NQS Implementation Objectives for CY 2022	Example Indicators
Phase 2: NQS Implementation Objectives for CY 2024	Example Indicators
▪ All jurisdictions shall have designed and approved organizational qualification system procedures, certification program, and credentialing standards for incident workforce personnel in alignment with the NIMS Guideline for the NQS. ▪ Jurisdictions that began implementation in CY 2022 shall have issued position task books (PTBs) to incident workforce personnel, as designated by the jurisdiction, and ensure incident workforce personnel show progress in working toward task endorsements and minimum training requirements. ▪ In CY 2024, all jurisdictions partially satisfy the requirement by ensuring designated incident workforce personnel meet the minimum training requirements from the Job Title/Position Qualification. ▪ Jurisdictions shall use a resource management or qualification tool system to track the qualification, certification, and credentialing of incident workforce personnel.	▪ Qualification policies and procedures approved by the jurisdiction. ▪ Minimum criteria that trainees must meet to be qualified in a specific position is outlined in the NQS Job Title/Position Qualification. ▪ PTB issuance and completion data. ▪ Adoption of a resource management system, such as <u>OneResponder</u>: a web-based application hosted in a cloud environment. It allows Authority Having Jurisdictions (AHJ) to manage qualifications of personnel.
Phase 3: NQS Implementation Objectives for CY 2025	Example Indicators
▪ All jurisdictions shall have issued PTBs to designated incident workforce personnel and ensure incident workforce personnel show progress in working toward task endorsements and minimum training requirements.	▪ PTB issuance and completion data.

Reporting

Data collection and reporting on NQS implementation will be addressed via the following:

- NIMS secondary assessment questions on the URT. This involves reporting on the status of the qualification system used within the jurisdiction and sub-jurisdictions.
- Review by the Regional NIMS Coordinators during annual TA visits with the states, tribes, and territories within their regions.

12.3. Logistics Planning

12.3.1. DISTRIBUTION MANAGEMENT PLANS

EMPG Program recipients are required to develop and maintain a Distribution Management (DM) plan as an annex to their existing EOP. [CPG 101 v3](#) provides guidance on the fundamentals of planning and development of EOPs. The [Distribution Management Plan Guide 2.0](#) released in Jan. 2022 provides information on how to develop the DM plan annex, key DM plan components, how to review and update a DM plan, and how FEMA reviews and evaluates the plans.

A state/territory should submit its DM plan as both a Word document and PDF to its FEMA Regional Grants Division. The maturity level of the plan may vary by state/territory, but the recipient is required to submit a DM plan that accurately reflects the state or territory's current capabilities and capacity to distribute resources to survivors after a disaster and addresses the following components: Requirements Defining; Resource Ordering; Distribution Methods; Inventory Management; Transportation; Staging; and Demobilization.

The DM plan must be reviewed by recipients on an annual basis and updated as necessary by Sept. 30 of each CY. In the applicable secondary CPG 101 assessment portion of the online URT, jurisdictions capture whether they have developed and incorporated a DM plan in their EOP.

- The DM plan should focus on the distribution of commodities and supplies such as food, water, generators, and tarps to survivors following a disaster.
- The DM plan should address strategies/plans for:
 - Requirements Defining;
 - Resource Ordering;
 - Distribution Methods;
 - Inventory Management;
 - Staging Areas;
 - Transportation; and
 - Demobilization.

FEMA Regional Logistics Branch staff will work with EMPG Program recipients to provide TA during the development and maintenance of their DM plans and to ensure all recipients have effective DM plans capable of integrating with federal, NGOs, private sector, and SLTT stakeholders during major disasters. Recipients should refer to the following for additional guidance:

- [IB 442, Guidance on Distribution Management Plans for the Fiscal Year 2019 Emergency Management Performance Grants Program](#); and
- The Distribution Management Plan Guidance found on the [Planning Guides](#) page on FEMA.gov

12.3.2. ADDITIONAL LOGISTICS PLANNING RESOURCES

FEMA recommends that EMPG Program recipients use the following resources in developing their DM plan. To learn more about these programs and documents, or for any questions, please contact the Logistics Section Chief from your FEMA Region.

- **The Logistics Capability Assessment Tool 2 (LCAT2) Flyer:** The LCAT2 Flyer provides an overview of the LCAT2, how it is beneficial, how the LCAT process works, and how to obtain an LCAT2. For more information on the LCAT2, contact your FEMA Regional Logistics Branch Chief.
- **Points of Distribution (PODs) Training:** FEMA Logistics developed a comprehensive POD training to assist states in developing actionable emergency distribution plans and understanding associated challenges. Additional information, including an explanatory DVD, POD guide, and online exam, are available on EMI's website at the [IS-26: Guide to Points of Distribution](#) page.
- **Interagency Logistics (IL) Training:** This basic IL training course (Interagency Logistics Training, E8540) familiarizes participants with the IL concepts of planning and response. The course also provides an overview of IL Partner disaster response organizations, discusses parameters for logistics support coordination, and creates a whole community forum to exchange the best logistics practices. Recipients may find more information on this and other courses by visiting the [EMI Courses & Schedules website](#).
- **Other Logistics Planning Resources:** Recipients will find additional planning guidance at the [Planning Guides](#) page on FEMA.gov. Specific to logistics planning, [CPG 101 v3](#) provides guidance on how to incorporate logistics into EOPs. Additionally, the [Supply Chain Resilience Guide](#) provides emergency managers with recommendations and best practices on how to analyze local supply chains and work with the private sector to enhance supply chain resilience using a five-phased approach.

Reporting

Annual DM plan reviews will be reported in the PPR for the quarter ending Sept. 30 of the most recently awarded EMPG Program. Reviews that result in an update must be submitted to the Regional Grants Division Director or Regional EMPG Program Manager for review by regional logistics staff. The regional logistics staff will review and rate the plans using the latest [FEMA Distribution Management Plan Guide 2.0](#).

12.4. Evacuation Planning

EMPG Program recipients should review and update their EOP in accordance with [CPG 101 v3](#). Recipients are strongly encouraged to include an evacuation plan or annex as part of their EOP as well as plans to exercise and validate the evacuation plan and capabilities. At a minimum, recipients should incorporate the National Response Framework's (NRF's) Mass Evacuation Incident Annex's planning considerations, and other FEMA documents related to evacuation planning, when developing their own Evacuation Plan or Annex. See the [NRF](#), Fourth Edition (October 2019) and [NRF Mass Evacuation Incident Annex](#) (June 2008). Additional National Preparedness resources are

available at [National Preparedness](#) and [Planning Guides](#) pages on FEMA.gov. Specific to evacuation planning, the [Evacuation and Shelter in Place Guidance](#) identifies relevant concepts, considerations, and principles that can inform jurisdictions in planning for evacuation and/or shelter-in-place protective actions.

12.5. Disaster Housing Planning

12.5.1. STATE-LED DISASTER HOUSING TASK FORCE

Based on lessons learned from recent disasters, FEMA strongly encourages EMPG Program recipients to establish a State-Led Disaster Housing Task Force (SLDHTF) plan as part of their EOP or as a standalone document and update their plan at least once every two years.

SLDHTFs lead and coordinate state, local, private sector, and community-based actions to assess housing impacts, identify appropriate post-disaster housing options, and establish processes for expediting post-disaster housing delivery. SLDHTF plans should clearly identify the roles, responsibilities, composition, and mobilization procedures for the SLDHTF, and how the SLDHTF integrates into the incident command structure. To have a successful SLDHTF plan, FEMA encourages recipients to establish a State Disaster Recovery Coordinator (SDRC).

- Complete the State Housing Strategy Template.

12.5.2. DISASTER HOUSING EXERCISES

SLTT governments are encouraged to exercise and validate their long-term sheltering and housing stabilization plans as part of an existing exercise program. This includes:

- Validating the organizational structure of the Housing Task Force and internal readiness capabilities to address post-disaster housing recovery.
- Validating disaster housing communication plans and procedures that coordinate and integrate the activities and information generated by internal/external partners.
- Validating data systems, security, and exchange protocols.
- Validating planned actions and milestones transitioning from emergency sheltering to temporary housing to permanent housing and long-term recovery.

12.5.3. ADDITIONAL DISASTER HOUSING PLANNING RESOURCES

SLTT governments are encouraged to review the planning guidance available at the [Planning Guides](#) page on FEMA.gov. The Planning Guides page includes [Planning Considerations: Disaster Housing Guidance for State, Local, Tribal and Territorial Partners \(May 2020\)](#), which supplements [CPG 101 v3](#). It provides guidance on national housing priorities, types of housing, key considerations, and housing-specific planning recommendations for SLTT jurisdictions to use, in conjunction with the Six-Step Planning Process described in CPG 101 v3, to develop or improve disaster housing plans.

12.6. State Disaster Recovery Coordinator

The [Pre-Disaster Recovery Planning Guide](#) helps states prepare for recovery by developing pre-disaster recovery plans that follow a process to engage members of the whole community, develop recovery capabilities, and create an organizational framework for recovery efforts.

FEMA strongly recommends that EMPG Program recipients include pre-disaster recovery planning as part of their State Readiness and Preparedness efforts by establishing an SDRC. An effective pre-disaster recovery plan and process is crucial to help recipients prepare for major disaster incidents and recover effectively. Recipients are encouraged to use the [Pre-Disaster Recovery Planning Guide](#) to help inform their identification and establishment of a SDRC. The SDRC position should be included in the State Administrative Plan with the following responsibilities:

- Development of the pre-disaster recovery plan, including state-level leadership and structure, formation of communication channels, multi-agency coordination, and building whole-community partnerships to support recovery efforts.
- Set the stage for necessary strategic, operational, and tactical post-disaster planning, actions, and processes.
- Maximize impact of federal, private sector, and nongovernmental dollars to enable recovery and resilience.
- Accelerate the delivery of resources, including funding and TA, to disaster-impacted communities.
- Enable state leadership to better organize and identify gaps in the state's recovery capabilities.

12.7. Disaster Financial Management Policies and Procedures

Lessons learned from recent hurricane seasons and wildfires demonstrate the need for impacted jurisdictions to improve their ability to immediately track and account for disaster costs. Disaster financial management includes policies and procedures that work to recover expenses pertaining to damage, emergency protective measures, and debris management during and after a disaster. These policies and procedures include, but are not limited to, those supporting eligible contract costs and force account labor, materials, and equipment.

12.7.1. STATE ADMINISTRATIVE PLAN

FEMA strongly recommends that EMPG Program recipients include disaster financial management planning as part of their State Administrative Plan. An effective disaster financial management plan and process is crucial to help recipients prepare for declarations of emergencies or major disasters and plan for reimbursement. The table below details the processes that should be included in the State Administrative Plan and recommendations on where they should be placed.

Table 9: State Administrative Plan Guidance

State Administrative Plan Section Recommendations	Processes
- Section V Part D: Project Funding and Reimbursement - Section V Part G: Records and Reports	A process to ensure subrecipients are tracking and documenting disaster costs necessary for federal reimbursement, such as receipts, invoices, procurement documents, contracts, and insurance coverage/claims
- Section V Part D: Project Funding and Reimbursement - Section V Part G: Records and Reports	A process to document disaster cost operations such as labor, equipment, and materials that are allowable under federal requirements
Section V Part D: Project Funding and Reimbursement	A process to ensure that subrecipients are not receiving a duplication in benefits
Section IV Part B: Organization and Staffing	A process to ensure pre-disaster contracts and procurement strategies are in place, if necessary

Additionally, recipients are encouraged to use EMPG Program funds for training that develops, delivers, and exercises disaster financial management procedures.

12.7.2. DISASTER FINANCIAL MANAGEMENT RESOURCES

Recipients are encouraged to use the following resources to inform their disaster financial management planning efforts:

- **State Administrative Plan Template:** Recipients are recommended to use the [State Administrative Plan template](#) found on FEMA's Public Assistance webpage to inform their planning efforts. The template includes example structure and content as a model for states to create their own Administrative Plan.
- **Public Assistance Program and Policy Guide:** The [Public Assistance Program and Policy Guide \(PAPPG\)](#) combines all Public Assistance policy into a single volume and provides an overview of the Public Assistance program implementation process.
- **Public Assistance Frequently Asked Questions and Guidance:** Recipients are encouraged to view the Public Assistance Frequently Asked Questions and guidance found on the Public Assistance webpage to assist with disaster financial management planning efforts. The webpage provides information pertaining to documentation, Public Assistance grant funding eligibility, and hazard mitigation and can be found at the [Public Assistance Fact Sheets, Job Aids, and FAQs](#) page on FEMA.gov.
- **DHS OIG Audit Tips:** Recipients are recommended to consult the DHS OIG report, [Audit Tips for Managing Disaster-Related Project Costs \(OIG-17-120-D\)](#) for further assistance in documenting and accounting for disaster-related costs. This report is informed by OIG audit findings and can assist recipients in addressing issues that are frequent findings in disaster-related audits.

- **Disaster Financial Management Guide:** The [Disaster Financial Management Guide](#) provides guidance for SLTT partners on establishing and implementing sound disaster financial management practices.
- **PDAT Training and Resources:** The PDAT provides training and other resources to assist grant recipients in their efforts to comply with federal procurement standards.

12.8. Training and Exercises

12.8.1. INTEGRATED PREPAREDNESS PLAN

Recipients are expected to engage senior leaders and other whole community stakeholders to identify preparedness priorities specific to training and exercise needs, which will guide development of a state/territory multi-year IPP. Like the EMPG Program Work Plan development process, these priorities should be informed by various factors, including jurisdiction-specific threats and hazards (i.e., the THIRA); areas for improvement identified by real-world events and exercises (i.e., AAR); external requirements such as stakeholder preparedness reviews (i.e., SPR), homeland security policy, and industry reports; and accreditation standards, regulations, or legislative requirements. Recipients must document these priorities, in conjunction with the Work Plan development process, and use them to deploy a schedule of preparedness events and activities in the IPP. Information related to IPPs and IPPWs can be found on the [HSEEP](#) page on FEMA.gov and [FEMA's Preparedness Toolkit](#). FEMA Regional staff can provide TA for IPP and IPPW development.

Recipients should ensure that their EMPG Program Work Plans and IPPs align with and are complementary to one another and are used in tandem to support shared priorities for building and sustaining the state/territory's preparedness capabilities. Recipients should include planning, training, and exercise projects in their EMPG Program Work Plan that support priorities included in their IPP. The current multi-year IPP must be submitted to hseep@fema.dhs.gov and the Regional EMPG Program Manager before Jan. 31 of each year.

This will help ensure that priorities for both the IPP and EMPG Program Work Plan are based on building capability and/or closing capability gaps documented in their THIRA/SPR and other relevant sources of information. For example, if a recipient included Logistics and Distribution Management, Resilient Communications, and Housing as priorities for its IPP, those should also be priorities in its EMPG Program Work Plan. Additionally, IPPs should include all planning, training, and exercise activities funded by the EMPG Program as well as activities funded by other sources. This inclusion will ensure that recipients' preparedness projects, investments, and activities are concentrated, focused, and oriented toward closing gaps related to their top priorities, regardless of funding source.

12.8.2. VALIDATING CAPABILITIES THROUGH EXERCISES

All recipients are required to develop and maintain a progressive exercise program consistent with HSEEP guidance in support of the NEP. The NEP serves as the principal exercise mechanism for examining national preparedness and measuring readiness. The NEP is a two-year cycle of exercises across the nation that validates capabilities in all preparedness mission areas. The two-year NEP cycle is guided by Principals' Strategic Priorities, established by the National Security Council, and informed by preparedness data from jurisdictions across the Nation.

The NEP provides exercise sponsors the opportunity to receive exercise design and delivery assistance, tools and resources, enhanced coordination, and the ability to directly influence and

inform policy and preparedness programs. If you have any questions or would like to request assistance through the NEP, please visit the [NEP website](#) or reach out to the NEP directly at NEP@fema.dhs.gov.

The exercises and priorities outlined in the IPP and all EMPG Program-funded exercises must be included in the current fiscal year's EMPG Program Work Plan. To avoid duplicate reporting, applicants/recipients are not required to report EMPG Program-funded personnel costs associated with exercises in the EMPG Program Work Plan. See the EMPG Program Work Plan template in the EMPG Program NOFO for additional guidance.

12.8.3. TRAINING

Like the exercise guidance above, training activities should align to a current, multi-year IPP developed through an annual IPPW and build from training gaps identified in the THIRA/SPR and work plan development process. Further guidance concerning the IPP and the IPPW can be found at the [HSEEP Resources](#) page on Preparedness Toolkit.

Through the NPD's training and education enterprise, consisting of CDP, EMI, and NTED's partnerships with the National Domestic Preparedness Consortium, Rural Domestic Preparedness Consortium, Continuing Training Grants partners, and the Center for Homeland Defense and Security, FEMA develops and delivers training and education programs to increase capabilities, reduce risk, and build resilient communities. More than 700 tuition-free courses are offered to members of SLTT communities. By accessing the [National Preparedness Course Catalog](#), users will find all courses to include EMI training and includes links to the basic, advanced, and executive emergency management academies.

12.8.4. FEMA'S NATIONAL PREPAREDNESS COURSE CATALOG

Training should foster the development of a community-oriented approach to emergency management that emphasizes engagement at the community level, strengthens best practices, and provides a path toward building sustainable resilience, all of which is included in the curriculum of the EMI Basic Academy. The EMI Basic Academy provides a foundational education in emergency management as a way for emergency managers to begin or advance their career. The goal of the Basic Academy is to support the early careers of emergency managers through a training experience combining knowledge of all fundamental systems, concepts, and practices of cutting-edge emergency management.

EMPG Program funds used for training should support the nationwide implementation of NIMS. The NIMS Training Program establishes a national curriculum for NIMS and provides information on NIMS courses. Recipients are encouraged to place emphasis on the core competencies as defined in the NIMS Training Program. NIMS is also included in the curriculum of the EMI Basic Academy. The NIMS Training Program can be found at [NIMS Implementation and Training](#).

All EMPG Program-funded personnel are expected to be trained emergency managers (see Section 12.2.3 "National Qualification System Implementation"). All EMPG Program-funded personnel must complete *either* the Independent Study courses identified in the Professional Development Series, *or* the National Emergency Management Basic Academy delivered either by EMI or at a sponsored SLTT, regional, or other designated location. Further information on the National Emergency Management Basic Academy and the Emergency Management Professional Program (EMPP) can be found at the [EMPP](#) page on EMI's website. A complete list of Independent Study Program Courses may be found at the [Independent Study](#) page on EMI's website.

In addition to training activities aligned to and addressed in the IPP, all EMPG Program-funded personnel (including full- and part-time SLTT recipients and subrecipients) must complete the following training requirements and record proof of completion:

1. NIMS Training, Independent Study (IS)-100 (any version), IS-200 (any version), IS-700 (any version), and IS-800 (any version)²; **and**
2. Professional Development Series (PDS) **or** the EMPP Basic Academy courses listed in the table below.

Table 10: PDS or EMPP Basic Academy Courses

PDS Professional Development Series	Basic Academy Basic Academy Pre-requisites and Courses
IS-120.a: An Introduction to Exercises	IS-100 (any version): Introduction to the Incident Command System
IS-230.d: Fundamentals of Emergency Management	IS-700 (any version): National Incident Management System (NIMS)-An Introduction
IS-235.b: Emergency Planning	IS-800 (any version): National Response Framework, An Introduction
IS-240.b: Leadership and Influence	IS-230.d: Fundamentals of Emergency Management
IS-241.b: Decision Making and Problem Solving	E/L101: Foundations of Emergency Management
IS-242.b: Effective Communication	E/L102: Science of Disasters
IS-244.b: Developing and Managing Volunteers	E/L103: Planning Emergency Operations
IS-244.b: Developing and Managing Volunteers	E/L104: Exercise Design
IS-244.b: Developing and Managing Volunteers	E/L105: Public Information & Warning

The [EMI Basic Academy](#) provides this foundational Emergency Management education. To ensure the professional development of the emergency management workforce, the recipients must ensure a routine capabilities assessment is accomplished and an IPP is developed and implemented.

² NIMS training courses IS-100, IS-200, IS-700, and IS-800 only need to be taken once to fulfill requirements. Also, previous versions of the IS courses are still considered as meeting the NIMS training requirement.

12.8.5. TRAINING AND EXERCISE REPORTING

- All EMPG Program-funded exercise and training activities must be captured in the approved EMPG Program Work Plan and should be included in the IPP. This includes training for which the only expenses are for overtime and/or backfill costs associated with emergency management personnel attending the training.
- EMPG Program-funded exercise costs in the Work Plan can include costs to plan, conduct and evaluate the exercise (e.g., planning, materials, props, contractual services for conducting the exercise, AAR, and IP, etc.).
- All EMPG Program-funded training activities must be reported quarterly. To simplify reporting, it is recommended the recipient submit an updated Training Data Table from the EMPG Program Work Plan Template as an attachment to the quarterly PPR. For those recipients who choose not to use the EMPG Program Work Plan Template, the data and information found in the Training Data Table must still be submitted (in any chosen format) as an attachment to the PPR.
- EMPG Program-funded personnel costs associated with exercises are not required in the EMPG Program Work Plan Template for application or reporting purposes.
- Recipients are encouraged to enter their exercise information into the [Preparedness Toolkit](#).
- Recipients must have a current multi-year IPP that identifies preparedness priorities and activities. The current multi-year IPP must be submitted to hseep@fema.dhs.gov and the Regional EMPG Program Manager and indicate which fiscal year's funds were used (if applicable) before Jan. 31 of each year.
- Submission of AAR/IPs to hseep@fema.dhs.gov and the Regional EMPG Program Manager must take place within 90 days following completion of the single exercise or progressive series.
 - Recipients are encouraged to submit AAR/IPs reflecting tabletop exercises that validate critical plans or those reflecting large-scale functional or full-scale exercises that took place at the state, territorial, tribal, or regional level. Recipients are discouraged from submitting AAR/IPs specific to local jurisdictions that reflect drills.
 - If a state, territory, tribe, or local jurisdiction has experienced a major disaster and they would like to request exemptions for a scheduled exercise, the recipient should send this request to its assigned Regional EMPG Program Manager through the quarterly PPR. Exemptions will be reviewed by the Region on a case-by-case basis.
- Recipients can access a sample AAR/IP template at the [Improvement Planning Templates](#) page on Preparedness Toolkit.
- Recipients must report their NIMS implementation status of their jurisdiction and sub-jurisdictions, including the training of personnel, in the applicable secondary NIMS assessment portion of the URT as part of their THIRA/SPR submission.
- Recipients must maintain proof of completion of training requirements. Recipients are encouraged to use the OneResponder system to enter, track, and report training.
- Training Information Reporting System ("Web Forms"): Web Forms is an electronic data management system built to assist SAA TPOCs and federal agencies to submit **non-NTED training**

courses for inclusion in the State/Federal-Sponsored Course Catalog. The information collected is used in a two-step review process to ensure that the training programs adhere to the EMPG Program's intent, and the course content is sound and current. While reporting training activities through Web Forms is not required under the EMPG Program, the system remains available and can be accessed through the Web-Forms section of the [FEMA National Preparedness Course Catalog](#) to support recipients in their own tracking of training deliveries.

12.9. Reviewing and Updating Planning Products

Based on the applicant's current THIRA/SPR, capability levels, and resources, plans should be reviewed on an annual basis to determine if they remain relevant or need to be updated. This review should be based on a current THIRA/SPR and utilize information gathered during the capability validation process. These reviews will provide a means to determine priorities, direct preparedness actions, and calibrate goals and objectives.

12.10. Program Performance Reporting Requirements

12.10.1. STANDARDIZED PROGRAMMATIC REPORTING FOR THE EMERGENCY MANAGEMENT PERFORMANCE GRANT PROGRAM

The EMPG Program Work Plan Template standardizes data collection, which enables improved analysis and reporting. The EMPG Program Work Plan includes 10 components:

1. Grant Investment Strategy
2. Grant Activities Outline
3. Detailed Budget – Excluding M&A
4. Budget Narrative – Excluding M&A
5. Detailed Budget – M&A Only
6. Budget Narrative – M&A Only
7. EMPG Program Summary
8. Implementation Schedule
9. Training Data Table
10. Exercise Data Table

Although using the fiscal year's EMPG Program Work Plan Template is not mandatory (see the EMPG Program Work Plan template in the EMPG Program NOFO), baseline data on personnel, training, and exercises, as well as the information included on the Grant Activities Outline and Implementation Schedule, must be provided in the EMPG Program Work Plan at the time of application regardless of the chosen work plan format.

The status of all EMPG Program-funded plans, training, and exercise activities, any risks that may affect project progress or success, and updates to project schedules, must be reported quarterly as part of the PPR. To facilitate reporting, recipients are encouraged to submit an updated Implementation Schedule, Training Data Table, and Exercise Data Table from the EMPG Program Work Plan Template as an attachment to the quarterly PPR. Recipients who choose not to use the EMPG Program Work Plan Template must still provide the updated data and information included in the Implementation Schedule, Training Data Table, and Exercise Data Table, but may use a different format for reporting that information in their PPR submission.

13. Abbreviations and Acronyms

Abbreviation	Definition
AAR	After-Action Report
ABA	Architectural Barriers Act of 1968
ADA	Americans with Disabilities Act
ADDIE	Analysis, Design, Development, Implementation, and Evaluation
AEL	Authorized Equipment List
AHJ	Authority Having Jurisdiction
AMSC	Area Maritime Security Committees
AMSP	Area Maritime Security Plan
ANSI	American National Standards Institute
AOR	Authorized Organizational Representative
ASPR	Assistant Secretary for Preparedness and Response
ATF	Alcohol, Tobacco, Firearms, and Explosives
BABAA	Build America, Buy America Act
BASE	Baseline Assessment for Security Enhancement
BCRTP	Business Continuity and Resumption of Trade Plans
BPETS	Border Patrol Enforcement Tracking System
BSIR	Biannual Strategy Implementation Report
CAD	Computer Assisted/Aided Dispatch
CAP	Corrective Action Plans
CART	Computer Aided Real-Time Translation
CBP	Customs and Border Protection
CBRN	Chemical, Biological, Radiological, and Nuclear
CBRNE	Chemical, Biological, Radiological, Nuclear, Explosive
CDC	Centers for Disease Control and Prevention
CDP	Center for Domestic Preparedness
CGC	Continuity Guidance Circular

Abbreviation	Definition
CISA	Cybersecurity and Infrastructure Security Agency
COAM	Customer-Owned and Managed
COMU	Communications Unit
CONOPS	Concept of Operations
COTP	Captain of the Port
CPG	Comprehensive Preparedness Guide
CSPs	Commercial Service Providers
CTG	Continuing Training Grants
CWMD	Countering Weapons of Mass Destruction
CY	Calendar Year
DAR	Daily Activity Report
DEC	Disaster Emergency Communications
DHS	Department of Homeland Security
DM	Distribution Management
DOJ	Department of Justice
DOL	Department of Labor
DOT	Department of Transportation
ECS	Enhanced Cybersecurity Services
EDCTs	Explosive Detection Canine Teams
EHP	Environmental Planning and Historic Preservation
EMA	Emergency Management Agency
EMAC	Emergency Management Assistance Compact
EMAP	Emergency Management Accreditation Program
EMI	Emergency Management Institute
EMM	Enterprise Mobility Management
EMP	Electromagnetic Pulse
EMPG	Emergency Management Performance Grant

Abbreviation	Definition
EMPP	Emergency Management Professional Program
EMS	Emergency Medical Services
EMSC	Emergency Medical Services for Children
EO	Executive Order
EOP	Emergency Operations Plan
EPC	Evolved Packet Core
FAR	Federal Acquisition Regulation
FBI	Federal Bureau of Investigation
FCD	Federal Continuity Directive
FEMA	Federal Emergency Management Agency
FEMA GO	FEMA Grants Outcomes
FFR	Federal Financial Report
FFRMS	Federal Flood Risk Management Standard
FirstNet	First Responder Network
FLR	First Line Review
FNARS	FEMA National Radio System
FRAGO	Fragmentary Order
FRTS	First Responder Training System
FSP	Facility Security Plan
FVA	Freeboard Value Approach
FY	Fiscal Year
GAAP	General Accepted Accounting Principles
GAO	Government Accountability Office
GFI	Government Furnished Information
GIS	Geographic Information Systems
GPD	Grant Programs Directorate
GSA	General Services Administration

Abbreviation	Definition
HHS	Health and Human Services
HIDTA	High-Intensity Drug Trafficking Areas
HPP	Hospital Preparedness Program
HSA	Homeland Security Act of 2002
HSEEP	Homeland Security Exercise and Evaluation Program
HSGP	Homeland Security Grant Program
HSIN	Homeland Security Information Network
I&A	Intelligence and Analysis
IAPPG	Individual Assistance Program and Policy Guide
IB	Information Bulletin
IBSGP	Intercity Bus Security Grant Program
IEDDA	International Explosive Detection Dog Association
IGSA	Inter-Governmental Service Agreement
IJ	Investment Justification
IL	Interagency Logistics
INA	Immigration and Nationality Act
IOC	Interagency Operations Centers
IP	Improvement Plan
IPAWS	Integrated Public Alert and Warning System
IPP	Integrated Preparedness Plan
IPPWs	Integrated Preparedness Planning Workshops
IPR	Intercity Passenger Rail
IPT	Integrated Planning Team
IRPF	Infrastructure Resilience Planning Framework
ISE	Information Sharing Environment
IT	Information Technology
JES	Joint Explanatory Statement

Abbreviation	Definition
K-9	Canines
LCAT2	Logistics Capability Tool 2
LEP	Limited English Proficiency
LESO	Law Enforcement Support Office
LTE	Long-Term Evolution
M&A	Management and Administration
MCOV	Mobile Communications Office Vehicles
MDA	Maritime Domain Awareness
MDM	Mobile Device Management
MERS	Mobile Emergency Response Support
MSAs	Metropolitan Statistical Areas
MSRAM	Maritime Security Risk Analysis Model
MTSA	Maritime Transportation Security Act
NCSWIC	National Council of Statewide Interoperability Coordinators
ND	Non-Disaster
NDAA	National Defense Authorization Act
NDPC	National Domestic Preparedness Consortium
NECP	National Emergency Communications Plan
NEDCTP	National Explosives Detection Canine Team Program
NEP	National Exercise Program
NGO	Nongovernmental Organization
NHTSA	National Highway Traffic Safety Administration
NIEM	National Information Exchange Model
NIMS	National Incident Management System
NIST	National Institute of Standards and Technology
NOFO	Notice of Funding Opportunity
NPCA	National Police Canine Association

Abbreviation	Definition
NPD	National Preparedness Directorate
NQS	National Qualification System
NRF	National Response Framework
NSGP	Nonprofit Security Grant Program
NSI	Nationwide Suspicious Activity Reporting Initiative
NSSE	National Security Special Event
NTED	National Training and Education Division
NTIA	National Telecommunications and Information Administration
OIG	Office of Inspector General
OMB	Office of Management and Budget
ONCP	Office of National Continuity Programs
OPSG	Operation Stonegarden
PAPPG	Public Assistance Program and Policy Guide
PARS	Payment and Reporting Systems
PDAT	Procurement Disaster Assistance Team
PHEP	Public Health Emergency Preparedness
POC	Point of Contact
PODs	Points of Distribution
POP	Period of Performance
PPD	Presidential Policy Directive
PPE	Personal Protective Equipment
PPR	Performance Progress Report
PRICE Act	Personal Reimbursement for Intelligence Cooperation and Enhancement of Homeland Security Act
PRMP	Port Wide Risk Mitigation Plan
PSGP	Port Security Grant Program
PTT	Push-to-Talk
RANs	Radio Access Networks

Abbreviation	Definition
RDPC	Rural Domestic Preparedness Consortium
RECC	Regional Emergency Communications Coordinator
RECCWG	Regional Emergency Communications Coordination Working Groups
RECP	Regional Emergency Communications Plan
RF	Radio Frequency
RFI	Request for Information
RISS	Regional Information Sharing Systems
RMS	Records Management Systems
R/Q	Responsibility/Qualification
RRAP	Regional Resilience Assessment Program
RTSWG	Regional Transportation Security Working Groups
SAA	State Administrative Agency
SAC	Senior Advisory Committee
SAR	Suspicious Activity Report
SAT	Simplified Acquisition Threshold
SCIP	Statewide Communication Interoperability Plan
SDRC	State Disaster Recovery Coordinator
SEFA	Schedule of Expenditures of Federal Awards
SHSP	State Homeland Security Program
SIEC	Statewide Interoperability Executive Committee
SIGB	Statewide Interoperability Governance Board
SIMS	Subscriber Identification Modules
SLDHTF	State-Led Disaster Housing Task Force
SLTT	State, Local, Tribal, and Territorial
SOP	Standard Operating Procedure
SPF	Single Point of Failure
SPOC	Single Point of Contact

Abbreviation	Definition
SPR	Stakeholder Preparedness Review
sUAS	Small Unmanned Aircraft Systems
SWIC	Statewide Interoperability Coordinator
TA	Technical Assistance
the Goal	National Preparedness Goal
THIRA	Threat and Hazard Identification and Risk Assessment
THSGP	Tribal Homeland Security Grant Program
TICP	Tactical Interoperability Communications Plan
TISB	Transportation Infrastructure Security Branch
TPOC	Training Point of Contact
TPP	Training Partner Program
TSA	Transportation Security Administration
TSC	Terrorist Screening Center
TSGP	Transit Security Grant Program
UAS	Unmanned Aircraft System
UASI	Urban Area Security Initiative
UAWG	Urban Area Working Group
UICC	Universal Integrated Circuit Cards
URT	Unified Reporting Tool
USB	Universal Serial Bus
USBP	United States Border Patrol
USCG	United States Coast Guard
USPCA	U.S. Police Canine Association
USSS	United States Secret Service
VASP	Vulnerability Assessment and Security Plan
VPN	Virtual Private Network
VSP	Vessel Security Plan

**Subaward Agreement Regarding FY 2024 State Homeland Security Grant Programs
Funding for Equipment, Planning, Administration, Training and Exercises**

THIS AGREEMENT is entered into by and between the County of Tulare ("COUNTY") and **Dinuba Fire Department** ("SUBRECIPIENT"), referred to individually herein as "Party" or collectively as "Parties," on the following terms and conditions:

WHEREAS, the Fiscal Year 2024 ("FY 2024") California State Homeland Security Grant Program ("SHSGP") provides funding through Federal grants from the Department of Homeland Security to enhance the capabilities of state and local first responders by allowing the purchase of advanced types of equipment, as well as addressing other critical homeland security needs, including administration, planning, training, and exercise-related costs;

WHEREAS, COUNTY applied to the California Governor's Office of Emergency Services ("CalOES") for a FY 2024 SHSGP grant;

WHEREAS, as part of its grant application, COUNTY requested sufficient funds to support certain activity(ies) or program(s) planned by SUBRECIPIENT that may be eligible for SHSGP grant funds;

WHEREAS, COUNTY was awarded FY 2024 SHSGP grant funding; and COUNTY, upon recommendation of the local Approval Authority designated in the SHSGP Guidelines, determined to allocate some of this funding to support SUBRECIPIENT'S eligible program(s) or activity(ies).

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and intending to be legally bound hereby, COUNTY and SUBRECIPIENT hereby agree as follows:

1. GRANT SUBAWARD. Subject to the terms, conditions, and other limitations specified herein, COUNTY intends to subaward to SUBRECIPIENT a portion of its FY 2024 SHSGP Grant for the following program and/or activity:

Department/Agency: Dinuba Fire Department

Program/Activity: Project 004

Details about the specific program or activity authorized, the amounts allocated to the specified program or activity, and the anticipated performance and disbursement timelines shall be confirmed by subsequent award letter(s) from COUNTY ("Award Letter(s)") in accordance with this Agreement. **SUBRECIPIENT agrees not to expend any anticipated FY 2024 SHSGP grant funds until after it has received [an] Award Letter(s) authorizing the specific activity or program, and confirming the award amount.** Award Letter(s) may include attachments, which are considered to be integral parts of the Award Letter(s). Unless SUBRECIPIENT notifies COUNTY before it begins spending the funds authorized in a FY **2024** SHSGP Award Letter that it declines some or all of the program, activity, and/or funds outlined in the Award Letter, SUBRECIPIENT will be deemed to have accepted all of the terms and conditions specified in the Award Letter(s), including any applicable attachments.

COUNTY reserves the exclusive right to determine the method and timing of disbursement of SHSGP funds to SUBRECIPIENT. Furthermore, and in addition to all other rights provided to COUNTY under this Agreement or the law, COUNTY reserves the right to, issue revised Award Letter(s) to modify

SUBRECIPIENT's authorized program, activity, award amounts, and/or performance periods, in accordance with the recommendations of the Local Approval Authority, the changing needs of SUBRECIPIENT and/or the likelihood of SUBRECIPIENT expending its subaward; however, such modifications will only be made after consultation with SUBRECIPIENT, and in accordance with the recommendations of the Local Approval Authority.

2. PERFORMANCE PERIOD. SUBRECIPIENT's Performance Period for all activities covered by the terms of this Agreement shall commence on September 1, 2024. Unless COUNTY specifies otherwise in SUBRECIPIENT's Award Letter(s), SUBRECIPIENT's Performance Period for all activities covered by the terms of this Agreement shall continue until whichever of the following dates or events occurs first: (i) May 31, 2027, or (ii) until otherwise terminated under the provisions of this Agreement. Only activities performed during the County-specified FY 2024 SHSGP Performance Period are eligible for funding/reimbursement pursuant to this Agreement.

3. GRANT REQUIREMENTS AND ASSURANCES. The SUBRECIPIENT hereby agrees to review, adhere to, and comply with all COUNTY, state, and federal grant award requirements. SUBRECIPIENT acknowledges that COUNTY was required to accept and agree to the "**CalOES Standard Assurances**" (attached as **Exhibit A**, and incorporated by reference herein), and that COUNTY may be required to impose some or all of these assurances on all of its subrecipients, at all levels. Accordingly, SUBRECIPIENT specifically accepts, agrees to, and will abide by the CalOES Standard Assurances, with the understanding that everywhere it references "Applicant" or "subrecipient" in Exhibit A shall be read to refer to SUBRECIPIENT. The CalOES Standard Assurances shall be binding on the SUBRECIPIENT, as well as its successors, transferees, contractors, consultants, etc. SUBRECIPIENT acknowledges that failure to comply with any of the assurances may result in suspension, termination, or reduction of grant funds.

Some of the requirements that SUBRECIPIENT hereby agrees to comply with appear in the following documents:

- (a) Applicable Federal Regulations, including: (i) Title 2, Part 200 of the Code of Federal Regulations (CFR) (which contains, among other items, Government cost principles, uniform administrative requirements and audit requirements for Federal grant programs), and (ii) updates issued by the Office of Management and Budget (OMB) on <http://www.whitehouse.gov/omb/>;
- (b) Federal Program Notice of Funding Opportunity (NOFO);
- (c) California Supplement to the NOFO; and
- (d) Federal and State Grant Program Guidelines.

By signing this Agreement, SUBRECIPIENT specifically makes the applicable certifications in Exhibit A, including the Lobbying and Political Activities and Debarment and Suspension Certifications (Paragraphs 3 and 4 of Exhibit A, respectively), as evidenced by the signature of SUBRECIPIENT's authorized agent.

4. FEDERALLY-FUNDED SERVICES. Because this grant subaward involves the provision of federal funds to SUBRECIPIENT, the terms and conditions outlined and incorporated in **Exhibit B, "Federally-Funded Services,"** will apply to this Agreement, and are incorporated herein by reference.

5. DISPOSAL OR DISPOSITION OF PROPERTY. SUBRECIPIENT acknowledges that pursuant to 2 CFR section 200.316, any real property, equipment, and intangible property that are acquired or improved with any SHSGP award must be held in trust by SUBRECIPIENT as trustee for the beneficiaries of the project

or program under which the property was acquired or improved. SUBRECIPIENT may be required by COUNTY, CalOES, or the federal government to record liens or other appropriate notices of record to indicate that personal or real property has been acquired or improved with the SHSGP award and that use and disposition conditions apply to the property.

Furthermore, SUBRECIPIENT agrees that when the equipment or supplies acquired with funds from this subaward are no longer needed for the original activity or program, or for other SUBRECIPIENT activities supported by the Department of Homeland Security (DHS)/ Federal Emergency Management Agency (FEMA), SUBRECIPIENT must notify COUNTY to request instructions on proper disposition of the equipment or supplies. SUBRECIPIENT is not permitted to sell, assign, or otherwise transfer title to (or any other interest in) equipment or supplies purchased with SHSGP funds except as permitted by 2 CFR Part 200. Furthermore, SUBRECIPIENT must obtain the express written permission of COUNTY for disposition of property that may have a current per unit fair market value of \$5,000 or more. Though not exclusive or exhaustive, additional information regarding disposition of property acquired with SHSGP funds can be found at 2 CFR Part 200, sections 200.313 through 200.316.

6. SUBAWARDS AND CONTRACTS. With the understanding that not all provisions may be applicable to subawardees, SUBRECIPIENT agrees to include all of the commitments specified in Exhibit A, and any other commitments or requirements included in this Agreement that expressly so designate, in the award documents it issues for all subawards at all tiers, including contracts under grants and cooperative agreements and subcontracts. SUBRECIPIENT further agrees that it will include the commitments in Exhibit A in all contracts paid for in full or part with FY 2024 SHSGP funds.

7. DESIGNATED COUNTY AUTHORIZED AGENT. Only those individuals designated by resolution of the Tulare County Board of Supervisors as Authorized Agents for FY 2024 SHSGP ("COUNTY Authorized Agents") are authorized to sign FY 2024 SHSGP Award Letters on behalf of COUNTY, or to suspend performance in accordance with Paragraph 16(d), below. All other notices from COUNTY may come from other COUNTY personnel.

8. PROOF OF SUBRECIPIENT AUTHORITY. Before this Agreement will be approved by COUNTY, SUBRECIPIENT must provide to COUNTY written authorization (in the form of a resolution, or some other format specifically authorized by COUNTY) from the city council, governing board, or authorized body in support of this project. This written authorization must specify that the SUBRECIPIENT 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 performance of this Agreement shall be the responsibility of the SUBRECIPIENT and the city council, governing board, or authorized body;
- (c) Grant funds shall not be used to supplant expenditures controlled by the city council, governing board, or authorized body;
- (d) SUBRECIPIENT 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) Official executing this Agreement is authorized by the SUBRECIPIENT.

9. DISALLOWANCE AND OFFSET. If, pursuant to this Agreement, SUBRECIPIENT requests or

receives payment from COUNTY for programs, activities, or equipment, the reimbursement for which is later disallowed by the State of California or the United States Government, SUBRECIPIENT shall promptly refund the disallowed amount to COUNTY upon COUNTY's request. At its option, and to the fullest extent permitted by law, COUNTY may offset the amount disallowed from any payment due or to become due to SUBRECIPIENT under this Agreement or any other agreement between SUBRECIPIENT or COUNTY.

Furthermore, if any of COUNTY's FY 2024 SHSGP grant funding is reduced, modified, or eliminated for any reason, COUNTY reserves the right to reduce, modify, or eliminate any or all of this FY 2024 SHSGP grant subaward to SUBRECIPIENT. SUBRECIPIENT agrees to promptly return any amounts requested by COUNTY in accordance with this provision. At its option, COUNTY may offset the amount to be returned by SUBRECIPIENT from any payment due or to become due to SUBRECIPIENT under this Agreement or any other agreement between SUBRECIPIENT and COUNTY.

10. MONITORING AND REPORTS. SUBRECIPIENT is responsible for oversight of the operations of the FY 2024 SHSGP supported activities. SUBRECIPIENT must monitor its activities to ensure compliance with applicable Federal requirements and achievement of specific performance expectations. SUBRECIPIENT's monitoring must cover each program, function or activity supported by FY 2024 SHSGP funding.

SUBRECIPIENT agrees to provide ongoing performance and financial reports regarding any and all of SUBRECIPIENT's programs and activities funded with FY 2024 SHSGP funding. At a minimum, these reports will be due on an annual basis, but COUNTY reserves the right to request more frequent reporting. Within 90 days of completion or termination of FY 2024 SHSGP funded subawards, SUBRECIPIENT is also expected to provide a final performance report and a final expenditure report in a format acceptable to COUNTY, State and the Federal government. SUBRECIPIENT will be notified of any additional required reports by separate Award Letter(s) or notice(s) from COUNTY.

11. MANDATORY DISCLOSURES. Pursuant to 2 CFR section 200.113, SUBRECIPIENT must disclose, in a timely manner, and in writing to COUNTY and ultimately to the federal awarding agency, all violations of Federal criminal law involving fraud, bribery, or gratuity violations potentially affecting this subaward. Pursuant to the terms and conditions outlined in Appendix XII to 2 CFR Part 200 ("Award Term and Condition for Recipient Integrity and Performance Matters"), SUBRECIPIENT may also be also required to report certain civil, criminal, or administrative proceedings to SAM. Failure to make required disclosures can result in any of the remedies described in 2 CFR section 200.338, "Remedies for noncompliance," including suspension or debarment.

12. SUBMITTING FALSE CLAIMS. Under applicable federal and state law, if SUBRECIPIENT submits a false claim to COUNTY under this Agreement, then SUBRECIPIENT will be liable to COUNTY for the statutory penalties set forth in those statutes, including, but not limited to statutory fines, treble damages, costs, and attorneys' fees. SUBRECIPIENT will be deemed to have submitted a false claim to COUNTY if SUBRECIPIENT:

- (a) Knowingly presents or causes to be presented to COUNTY a false claim or request for payment or approval;
- (b) Knowingly makes, uses, or causes to be made or used a false record or statement to get a false claim paid or approved by COUNTY;
- (c) Conspires to defraud COUNTY, State, or the Federal Government by getting a false claim allowed or paid by COUNTY;

- (d) Knowingly makes, uses, or causes to be made or used a false record or statement to conceal, avoid, or decrease an obligation to pay or transmit money or property to COUNTY; or
- (e) Is a beneficiary of an inadvertent submission of a false claim to COUNTY, later discovers the falsity of the claim, and fails to disclose the false claim to COUNTY within a reasonable time after discovery of the false claim.

13. INSURANCE. SUBRECIPIENT certifies it is insured or self-insured for general liability exposures with limits of no less than \$1 million per occurrence. SUBRECIPIENT certifies it is insured or self-insured for workers' compensation and maintains statutory limits. SUBRECIPIENT agrees that coverage limits specified within the Agreement will not be used to reduce limits of coverage from SUBRECIPIENT'S full policy limits. Insurance Policies will not be used to limit liability or to limit the indemnification provisions and requirements of this Agreement or act in any way to reduce available coverage and limits from the insurer. Failure to maintain or renew coverage may be a material breach of this Agreement.

14. LIABILITY OF COUNTY. COUNTY's payment obligations to SUBRECIPIENT for FY 2024 SHSGP funds are limited by all provisions and other requirements specified in this Agreement. Notwithstanding any other provision of this Agreement, in no event shall COUNTY be liable, regardless of whether any claim is based on contract or tort, for any special, consequential, indirect, or incidental damages arising out of or in connection with this Agreement, including, but not limited to, lost profits, equipment purchased, or activities performed in connection with this Agreement.

15. HOLD HARMLESS, INDEMNIFICATION, AND DEFENSE.

(a) To the fullest extent permitted by law, SUBRECIPIENT must indemnify, defend (at SUBRECIPIENT'S sole cost and expense and with legal counsel approved by COUNTY, which approval may not be unreasonably withheld), protect, and hold harmless COUNTY, all subsidiaries, divisions and affiliated agencies of COUNTY, and all of their representatives, partners, designees, officers, directors, employees, consultants, agents, successors and assigns, (each, an "Indemnified Party" and collectively, the "Indemnified Parties"), from and against all claims (including, without limitation, claims for bodily injury, death or damage to property), demands, obligations, damages, actions, causes of action, suits, losses, judgments, fines, penalties, liabilities, costs and expenses (including, without limitation, attorneys' fees, disbursements and court costs, and all other professional expert or consultants' fees and costs and COUNTY general and administrative expenses) of every kind and nature whatsoever (individually, a "Claim"; collectively, "Claims") which may arise out of, pertain to, or relate (directly or indirectly) to the negligence, recklessness, or misconduct of SUBRECIPIENT with respect to any activities and/or programs performed, training provided, or items purchased or used under or in relation to this Agreement (including, without limitation, the acts, errors, and/or omissions of SUBRECIPIENT, its principals, officers, agents, employees, vendors, suppliers, consultants, sub-consultants, contractors, anyone employed directly or indirectly by any of them, or for whose acts they may be liable, or any or all of them). SUBRECIPIENT'S obligation to indemnify applies unless it is finally adjudicated that the liability was caused by the sole active negligence or sole willful misconduct of an Indemnified Party. If it is finally adjudicated that liability is caused by the comparative active negligence or willful misconduct of an Indemnified Party, then SUBRECIPIENT'S indemnification obligation shall be reduced in proportion to the established comparative liability.

(b) The duty to defend is a separate and distinct obligation from SUBRECIPIENT'S duty to indemnify. SUBRECIPIENT shall be obligated to defend, in all legal, equitable, administrative, or special proceedings, the Indemnified Parties immediately upon tender to SUBRECIPIENT of the Claim in any form or at any stage of an action or proceeding, whether or not liability is established. Payment to

SUBRECIPIENT by any Indemnified Party or the payment or advance of defense costs by any Indemnified Party cannot be a condition precedent to enforcing the Indemnified Party's rights to defense or indemnification under this Agreement. An allegation or determination that persons other than SUBRECIPIENT are responsible for the Claim does not relieve SUBRECIPIENT from its separate and distinct obligation to defend under this section. The obligation to defend extends through final judgment, including exhaustion of any appeals. The defense obligation includes an obligation to provide independent defense counsel if SUBRECIPIENT asserts that liability is caused in whole or in part by the negligence or willful misconduct of an Indemnified Party. If it is finally adjudicated that liability was caused by the comparative active negligence or willful misconduct of an Indemnified Party, then SUBRECIPIENT may submit a claim to the COUNTY for reimbursement of reasonable attorneys' fees and defense costs in proportion to the established comparative liability of the Indemnified Party. SUBRECIPIENT'S indemnification obligations under this Agreement will survive the expiration or earlier termination of this Agreement until action against the Indemnified Parties for the matter indemnified is fully and finally barred by the applicable statute of limitations or statute of repose. SUBRECIPIENT'S liability for indemnification under this Agreement is in addition to any liability SUBRECIPIENT may have to COUNTY for a breach by SUBRECIPIENT of any of the provisions of this Agreement. Under no circumstances may the insurance requirements and limits set forth in this Agreement be construed to limit SUBRECIPIENT'S indemnification obligation or other liability under this Agreement. The terms of this Agreement are contractual and the result of negotiation between the Parties.

(c) SUBRECIPIENT must indemnify and hold COUNTY harmless from all loss and liability, including attorneys' fees, court costs and all other litigation expenses, for any infringement of the patent rights, copyright, trade secret or any other proprietary right or trademark, and all other intellectual property claims of any person or persons in consequence of the use by COUNTY, or any of its officers or agents, of articles or services to be supplied in the performance of this Agreement.

16. TERMINATION

(a) Without Cause (For Convenience): Either Party may terminate this Agreement for convenience by giving thirty (30) days' prior written notice to the other Party of its intention to terminate pursuant to this provision, specifying the date of termination. COUNTY will not pay lost anticipated profits or other economic loss resulting from termination of this Agreement. After receiving a notice of termination for convenience from SUBRECIPIENT, and prior to the effective date of termination, COUNTY may, in its sole discretion, continue to disburse grant funding to SUBRECIPIENT for the programs or activities permitted under this Agreement and specified in the effective Award Letter(s); however, COUNTY specifically reserves the right to cancel or modify some of the programs or activities specified in the Award Letter if it seems infeasible for SUBRECIPIENT to complete its work before the termination of the contract. Any funding disbursed to SUBRECIPIENT but not yet spent at the time the Agreement is terminated must be returned to COUNTY. All such disbursements continue to be subject to the restrictions otherwise provided in this Agreement or by law.

COUNTY will not impose sanctions on SUBRECIPIENT for a termination for convenience.

(b) With Cause: Either party may terminate this Agreement immediately, by written notice to the other Party, should the other Party:

- (1) be adjudged a bankrupt, or
- (2) become insolvent or have a receiver appointed, or
- (3) make a general assignment for the benefit of creditors, or
- (4) suffer any judgment which remains unsatisfied for 30 days, and which would

substantively impair the ability of the judgment debtor to perform under this Agreement.

COUNTY also reserves the right to immediately suspend and/or to terminate this Agreement, for cause, upon discovery of a material breach by SUBRECIPIENT. A material breach includes, but is not limited to, (i) SUBRECIPIENT's failure to comply with the terms and conditions of this Agreement or of any Award Letter(s) issued by COUNTY; (ii) a material misrepresentation by SUBRECIPIENT to COUNTY in relation to this grant program; or (iii) failure to comply with all applicable laws or regulations. COUNTY will provide written notice of the material breach and its determination to either suspend or terminate the contract, specifying the date of termination. At COUNTY's sole discretion, COUNTY may provide SUBRECIPIENT with a reasonable period of time to cure the breach. If COUNTY terminates this Agreement for cause, COUNTY reserves the right to reduce, modify, or eliminate any or all of this subaward and any other outstanding SHSGP subawards to SUBRECIPIENT. Upon demand by COUNTY, SUBRECIPIENT agrees to immediately return FY 2024 SHSGP funding that has been disbursed to SUBRECIPIENT and which remains in SUBRECIPIENT's possession at the time this Agreement is terminated. In addition, the payment of any grant funds that have yet to be disbursed for work already completed by SUBRECIPIENT under this Agreement remains subject to the restrictions on payments otherwise provided in this Agreement and by law, and is further conditioned on COUNTY's confirmation of SUBRECIPIENT's satisfactory completion of the activities or programs specified in this Agreement and any related Award Letter(s).

COUNTY will not pay lost anticipated profits or other economic loss, nor will the County pay compensation or make reimbursement to cure any breach arising out of or resulting from such termination for cause. If this Agreement is terminated for cause, COUNTY may impose sanctions, including possible rejection of future proposals based on specific causes of non-performance. Furthermore, if this Agreement is terminated for SUBRECIPIENT's failure to comply with applicable federal statutes or regulations, including those specifically incorporated into this Agreement by reference, SUBRECIPIENT is advised that the COUNTY's termination decision may be considered in evaluating future applications for federal grant awards.

(c) Effects of Completion or Termination: Expiration, completion, or termination of this Agreement shall not terminate any of SUBRECIPIENT's obligations to indemnify, defend, or hold harmless; to maintain and make available any records pertaining to the Agreement; to cooperate with any audit; to be subject to offset; to make any reports of pre-termination contract activities; to honor its obligations related to the disposal or disposition of property purchased with SHSGP funding; to comply with the continuing applicable obligations contained in Exhibit A; or to comply with any other continuing or closeout obligations required by this Agreement or by federal or state law or regulation, including those specified in 2 CFR Part 200. Where SUBRECIPIENT's activities or programs have been terminated by the COUNTY for cause, said termination will not affect any rights of the COUNTY to recover damages from or against SUBRECIPIENT.

(d) Suspension of Performance: Independent of any right to terminate this Agreement, COUNTY Authorized Agents may immediately suspend performance by SUBRECIPIENT, in whole or in part, in response to health, safety or financial emergency, a change in SHSGP grant funding to COUNTY, or a failure or refusal by SUBRECIPIENT to comply with the provisions of this Agreement, until such time as the cause for suspension is resolved, or a notice of termination becomes effective.

17. RECORDS. SUBRECIPIENT shall maintain complete and accurate records with respect to the activities, programs, and/or purchases funded by or related to FY 2024 SHSGP funding and/or this Agreement, including all records relating to procurement of goods and services. In addition, SUBRECIPIENT shall maintain complete and accurate records with respect to any payments to employees,

subawardees, contractors, or subcontractors. All such records shall be prepared in accordance with generally accepted accounting procedures and any applicable procedures required by the COUNTY or the federal or state government. All applicable records shall be clearly identified, maintained on site, and be kept readily accessible.

SUBRECIPIENT further agrees to make all such records available to federal, state, and COUNTY government representatives, as further specified in Exhibit A, Paragraph 9 and Exhibit B, Paragraph 10. SUBRECIPIENT shall ensure that members of the public also have access to such records upon request, in accordance with the Freedom of Information Act and the California Public Records Act. SUBRECIPIENT specifically agrees to require any subrecipients, contractors, successors, transferees, and assignees to acknowledge and agree to comply with all of these record keeping and access requirements.

Failure to comply with these requirements may result in suspension of payments under the grant, termination of the grant, or both. SUBRECIPIENT may be ineligible for award of any future grants if COUNTY or Cal OES determines that any of the following has occurred: (1) the recipient has made false certification, or (2) violates the certification by failing to carry out the requirements as noted above.

18. NOTICES. Except as may be otherwise required by law, any notice to be given must be written and must be either personally delivered, sent by facsimile transmission, or sent by first class mail, postage prepaid and addressed as follows:

COUNTY:

Sabrina Bustamante
Emergency Services Manager
Tulare County HHSA/Office of
Emergency Services
5957 S Mooney Blvd
Visalia, CA 93277
Phone No.: (559) 624-7497
Fax No.: (559) 624-7499

With a Copy To:

COUNTY ADMINISTRATIVE OFFICER
2800 W. Burrel Ave.
Visalia, CA 93291

Phone No.: (559) 636-5005
Fax No.: (559) 733-6318

SUBRECIPIENT:

Dinuba Fire Department
420 E. Tulare Street
Dinuba, CA 93618
559-591-5931
559-591-5934

Notice personally delivered is effective when delivered. Notice sent by facsimile transmission is deemed to be received upon successful transmission. Notice sent by first class mail shall be deemed received on the fifth (5th) day after the date of mailing. Either party may change the above address by giving written notice pursuant to this paragraph.

19. CONFLICTS WITH LAWS OR REGULATIONS/ SEVERABILITY. This Agreement is subject to all applicable laws and regulations. If any provision of this Agreement is found by any court or other legal authority, or is agreed by the parties, to be in conflict with any code or regulation governing its subject, the conflicting provision shall be considered null and void. If the effect of nullifying any conflicting provision is such that a material benefit of the Agreement to either party is lost, the Agreement may be terminated at the option of the affected party, and some or all of the grant money may need to be

returned to COUNTY. Such a termination will be treated as a termination for cause, in accordance with Paragraph 16 above. In all other cases, the remainder of the Agreement shall continue in full force and effect.

20. MODIFICATION. No part of this Agreement may be modified without the written consent of both Parties.

21. EXHIBITS AND RECITALS. The Recitals and the Exhibits to this Agreement are fully incorporated into and are integral parts of this Agreement.

22. GOVERNING LAW. This Agreement shall be interpreted and governed under the laws of the State of California without reference to California conflicts of law principles. The Parties agree that this contract is made in and shall be performed in Tulare County, California.

23. FURTHER ASSURANCES. Each Party will execute any additional documents and perform any further acts which may be reasonably required to effect the purposes of this Agreement.

24. NO THIRD PARTY BENEFICIARIES. Unless specifically set forth, the Parties to this Agreement do not intend to provide any other party with any benefit or enforceable legal or equitable right or remedy.

25. WAIVERS. The failure of either Party to insist on strict compliance with any provision of this Agreement shall not be considered a waiver of any right to do so, whether for that breach or any subsequent breach. The acceptance by either Party of either performance or payment shall not be considered to be a waiver of any preceding breach of the Agreement by the other Party.

26. HEADINGS. Section headings are provided for organizational purposes only and do not in any manner affect the scope, meaning or intent of the provisions under the headings.

27. ORDER OF PRECEDENCE. In the event of any conflict or inconsistency between or among the body of the Agreement and any Award Letter or other communication between COUNTY and SUBRECIPIENT, then the terms and conditions of the body of this Agreement shall prevail.

28. ASSIGNMENT. This Agreement is entered into by COUNTY in reliance on the identity and representations made by SUBRECIPIENT, and no part of this Agreement or this subaward (including any equipment purchased with the subaward) may be assigned, transferred, or sold by SUBRECIPIENT without the prior written consent of COUNTY, which consent COUNTY may grant, delay, deny, or condition in its absolute discretion. Any FY 2024 SHSGP funds provided to SUBRECIPIENT and not yet expended at the time of any attempted unauthorized assignment or transfer will be forfeit to COUNTY at the time of attempted assignment or transfer. Furthermore, the voluntary or involuntary assignment of this Agreement to a receiver or trustee in bankruptcy, will constitute a material breach and will automatically terminate this Agreement without advance notice or opportunity to cure.

29. COMPLIANCE WITH LAWS. SUBRECIPIENT shall comply with all applicable laws, ordinances, rules, and regulations and obtain and keep current all permits, licenses and/or approvals required by law to perform the activities or services, or to purchase any equipment, specified in this Agreement.

30. CONFLICT OF INTEREST

(a) SUBRECIPIENT agrees to, at all times during the performance of this Agreement, comply with the law of the State of California regarding conflicts of interests and appearance of conflicts of interests, including, but not limited to Government Code Section 1090 et seq., and the Political Reform Act, Government Code Section 81000 et seq. and regulations promulgated pursuant thereto by the California Fair Political Practices Commission. The statutes, regulations and laws previously referenced include, but are not limited to, prohibitions against any public officer or employee, including SUBRECIPIENT, from making any decision on behalf of COUNTY in which such officer, employee or consultant/contractor has a direct or indirect financial interest. A violation can occur if the public officer, employee or consultant/contractor participates in or influences any COUNTY decision which has the potential to confer any pecuniary benefit on SUBRECIPIENT or any business firm in which SUBRECIPIENT has an interest, with certain narrow exceptions.

(b) SUBRECIPIENT agrees that if any facts come to its attention which raise any questions as to the applicability of conflicts of interest laws, it will immediately inform the COUNTY designated representative and provide all information needed for resolution of this question.

31. COUNTERPARTS. The Parties may sign this Agreement in counterparts, each of which is an original and all of which taken together form one single document.

32. CERTIFICATION AND ACKNOWLEDGEMENT: The undersigned represents that he/she is authorized to enter into this Agreement for and on behalf of the SUBRECIPIENT. As the duly authorized representative of the SUBRECIPIENT, the undersigned hereby certifies that the SUBRECIPIENT has the legal authority to apply for County, State, and 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 the FY 2024 SHSGP application, within the prescribed timelines.

The undersigned further acknowledges that the SUBRECIPIENT is responsible for reviewing and adhering to all COUNTY, state, and federal grant award requirements.

33. CEQA LEAD AGENCY: The SUBRECIPIENT shall be the designated lead agency under the California Environmental Quality Act (CEQA) for the project and/or program funded by this Agreement.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the day and year signed by the last Party below.

SUBRECIPIENT

By: _____
[Title]

Date: _____

ATTEST:

By: _____

Approved as to form:

By: _____

COUNTY OF TULARE

By: _____
Chairman, Board of Supervisors

Date: _____

ATTEST: JASON T. BRITT
County Administrative Officer/
Clerk of the Board of Supervisors

By: _____
Deputy

Approved as to form: County Counsel

By: _____
Deputy, Matter No. .



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

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

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

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

Federal Regulations

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

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

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

1. Proof of Authority

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



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

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

2. Period of Performance

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

3. Lobbying and Political Activities

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

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



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

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

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

4. Debarment and Suspension

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

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



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

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

5. Non-Discrimination and Equal Employment Opportunity

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

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



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

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

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



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6. Drug-Free Workplace

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

7. Environmental Standards

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

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



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

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

8. Audits

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

9. Cooperation and Access to Records

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

10. Conflict of Interest

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

11. Financial Management

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



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12. Reporting - Accountability

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

13. Whistleblower Protections

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

14. Human Trafficking

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

15. Labor Standards

The Applicant will comply with the following federal labor standards:

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

16. Worker's Compensation

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



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17. Property-Related

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

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

18. Certifications Applicable Only to Federally-Funded Construction Projects

For all construction projects, the Applicant will:

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



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19. Use of Cellular Device While Driving is Prohibited

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

20. California Public Records Act and Freedom of Information Act

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

21. Acknowledgment of Federal Funding from DHS

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

22. Activities Conducted Abroad

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

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

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



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24. Copyright

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

25. Duplicative Costs

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

26. Energy Policy and Conservation Act

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

27. Federal Debt Status

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

28. Fly America Act of 1974

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



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29. Hotel and Motel Fire Safety Act of 1990

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

30. Non-supplanting Requirement

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

31. Patents and Intellectual Property Rights

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

32. SAFECOM

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

33. Terrorist Financing

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

34. Reporting of Matters Related to Recipient Integrity and Performance

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



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

35. USA Patriot Act of 2001

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

36. Use of DHS Seal, Logo, and Flags

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

37. Performance Goals (HSGP and NSGP)

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

38. Applicability of DHS Standard Terms and Conditions to Tribes

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

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

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

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



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

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

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

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

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

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



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

IMPORTANT

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

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

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

EXHIBIT B - FEDERALLY FUNDED SERVICES
COUNTY OF TULARE
Subaward Agreement - FY 2024 State Homeland Security Grant Programs

FEDERALLY-FUNDED AGREEMENTS. COUNTY will be paying for the goods or services to be provided under this Agreement, in whole, or in part, with Federal grant funds, so the following additional terms and conditions will apply to this Agreement, if applicable as noted:

(1) Equal Employment Opportunity (FOR CONSTRUCTION WORK) Except as otherwise provided under 41 CFR Part 60, if this Agreement meets the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3, then during the performance of this Agreement, 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 Agreement 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, 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 COUNTY may direct as a means of enforcing such provisions, including sanctions for noncompliance: *Provided*, however, that in the event CONTRACTOR becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the COUNTY, then the CONTRACTOR may request the United States to enter into such litigation to protect the interests of the United States. The COUNTY further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work.

The COUNTY agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will

furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance. The COUNTY further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive Order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive Order. In addition, the COUNTY agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: Cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the COUNTY under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from the COUNTY; and refer the case to the Department of Justice for appropriate legal proceedings.

The CONTRACTOR and each of its subcontractors shall include the equal opportunity clause in each of its subcontracts.

(2) Davis-Bacon Act, as amended (40 U.S.C. 3141–3148). (FOR CONSTRUCTION WORK). If this Agreement involves payment for construction services in excess of \$2,000, then the CONTRACTOR must comply with the Davis-Bacon Act (40 U.S.C. 3141–3144, and 3146–3148) as supplemented by Department of Labor regulations (29 CFR Part 5, “Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction”). In accordance with the Davis-Bacon Act, the CONTRACTOR is 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 U.S. Secretary of Labor. In addition, the CONTRACTOR is required to pay wages not less than once a week. The COUNTY must provide CONTRACTOR with a copy of the current prevailing wage determination issued by the U.S. Department of Labor with respect to the services to be provided under the subject Agreement. The CONTRACTOR'S execution of the subject Agreement constitutes the CONTRACTOR'S acceptance of the wage determination. The COUNTY must report all suspected or reported violations to the Federal awarding agency.

(3) Copeland “Anti- Kickback” Act (40 U.S.C. 3145). (FOR CONSTRUCTION WORK GREATER THAN \$2000). CONTRACTOR must comply with the Copeland “Anti- Kick-back” Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, “Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States”). Under the Copeland “Anti- Kickback” Act, the CONTRACTOR and all subcontractors are prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The COUNTY must report all suspected or reported violations to the Federal awarding agency.

(4) Compliance with the Contract Work Hours and Safety Standards Act (40 U.S.C. 3701–3708).

(FOR AGREEMENTS >\$100,000 THAT USE MECHANICS OR LABORERS). If this Agreement involves payments for services in excess of \$100,000 that include the employment of mechanics or laborers, then the CONTRACTOR must comply with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5):

(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 (b)(1) of this section the contractor and any subcontractor responsible therefore 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 (b)(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 (b)(1) of this section.

(3) Withholding for unpaid wages and liquidated damages. The COUNTY shall upon its own action or upon written request of an authorized representative of the Department of

EXHIBIT B - Page 2 of 5

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 (b)(2) of this section.

(4) *Subcontracts.* The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (b)(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 (b)(1) through (4) of this section."

Further Compliance with the Contract Work Hours and Safety Standards Act: For contracts only subject to Contract Work Hours and Safety Standards Act and not subject to the other statutes in 29 CFR § 5.1, the contractor or subcontractor shall maintain payrolls and basic payroll records during the course of the work and shall preserve them for a period of three years from the completion of the contract for all laborers and mechanics, including guards and watchmen, working on the contract. Such records shall contain the name and address of each such employee, social security number, correct classifications, hourly rates of wages paid, daily and weekly number of hours worked, deductions made, and actual wages paid. Records to be maintained under this provision shall be made available by the contractor or subcontractor for inspection, copying, or transcription by authorized representatives of the Department of Homeland Security, the Federal Emergency Management Agency, and the Department of Labor, and the contractor or subcontractor will permit such representatives to interview employees during working hours on the job.

(5) Rights to Inventions Made Under a Contract or Agreement (FOR FUNDING AGREEMENTS FOR EXPERIMENTAL, DEVELOPMENTAL OR RESEARCH WORK). If the Federal award supporting payments for services under this Agreement meets the definition of "funding agreement" under 37 CFR § 401.2 (a) and the Agreement is with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," then the COUNTY and the CONTRACTOR recipient or subrecipient must comply with the requirements of 37 CFR Part 401, "Rights to Inventions

Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.

(6) Clean Air Act (42 U.S.C. 7401–7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251–1387), as amended (FOR AGREEMENTS >\$150,000). If this Agreement involves payments for services in excess of \$150,000, then the CONTRACTOR must comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401–7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251–1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

(7) Debarment and Suspension (Executive Orders 12549 and 12689) (FOR ALL AGREEMENTS >\$25,000). By execution of this Agreement, CONTRACTOR certifies to the COUNTY that it is not a party listed on the government-wide exclusions list in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), "Debarment and Suspension," and is not debarred, suspended, or otherwise excluded from the award of a federally-supported contract under statutory or regulatory authority other than Executive Order 12549.

(8) Byrd Anti-Lobbying Amendment (31 U.S.C. 1352) (FOR ALL AGREEMENTS >\$100,000). If this Agreement involves payments for services in excess of \$100,000, then by execution of this Agreement, the CONTRACTOR certifies to the COUNTY that it will not and has not used Federally-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. The CONTRACTOR must also disclose to the COUNTY is writing any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award.

(9) Procurement of recovered materials (FOR AGREEMENTS >\$10,000 FOR CONTRACTORS WHO MUST COMPLY WITH SECTION 6002 OF THE SOLID WASTE DISPOSAL ACT). Pursuant to 2 CFR § 200.323, the COUNTY and the CONTRACTOR must comply with section 6002 of the Federal 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 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative

procurement program for procurement of recovered materials identified in the EPA guidelines.

(10) Records Retention and Access (ALL AGREEMENTS).

Pursuant to 2 CFR §§ 200.333 through 200.337, the following provisions regarding Records Retention and Access will apply to this Agreement:

(A) Retention requirements for records.

CONTRACTOR must retain all financial records, supporting documents, statistical records, and all other of its records pertinent to this Agreement for a period of three years from the date of submission of the final expenditure report or, for Federal awards that are renewed quarterly or annually, from the date of the submission of the quarterly or annual financial report, respectively, as reported to the Federal awarding agency or COUNTY. The only exceptions to the 3 year limit are the following:

(a) If any litigation, claim, or audit is started before the expiration of the 3-year period, then the records must be retained until all litigation, claims, or audit findings involving the records have been resolved and final action taken.

(b) When the CONTRACTOR is notified in writing by the COUNTY or Federal awarding agency, cognizant agency for audit, oversight agency for audit, or cognizant agency for indirect costs to extend the retention period.

(c) Records for real property and equipment acquired with Federal funds must be retained for 3 years after final disposition.

(d) When records are transferred to or maintained by the COUNTY, or Federal awarding agency, the 3-year retention requirement is not applicable to the CONTRACTOR.

(e) Records for program income transactions after the period of performance. In some cases recipients must report program income after the period of performance. Where there is such a requirement, the retention period for the records pertaining to the earning of the program income starts from the end of the CONTRACTOR'S fiscal year in which the program income is earned.

(f) Indirect cost rate proposals and cost allocations plans. This paragraph applies to the following types of documents and their supporting records: indirect cost rate computations or proposals, cost allocation plans, and 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).

(1) *If submitted for negotiation.* If the proposal, plan, or other computation is required to be submitted to the COUNTY or the Federal Government to form the basis for negotiation of the rate, then the 3-year retention period for its supporting records starts from the date of such submission.

(2) *If not submitted for negotiation.* If the proposal, plan, or other computation is not required to be submitted to the COUNTY or Federal Government for negotiation purposes, then the 3-year retention period for the proposal, plan, or computation and its supporting records starts from the end of the fiscal year (or other accounting period) covered by the proposal, plan, or other computation.

(B) Methods for collection, transmission, and storage of information.

In accordance with the May 2013 Executive Order on Making Open and Machine Readable the New Default for Government Information, the Federal awarding agency and the CONTRACTOR should, whenever practicable, collect, transmit, and store Federal award-related information in open and machine readable formats rather than in closed formats or on paper. The Federal awarding agency or COUNTY must always provide or accept paper versions of Federal award-related information to and from the CONTRACTOR upon request. If paper copies are submitted, the Federal awarding agency or COUNTY must not require more than an original and two copies. When original records are electronic and cannot be altered, there is no need to create and retain paper copies. When original records are paper, electronic versions may be substituted through the use of duplication or other forms of electronic media provided that they are subject to periodic quality control reviews, provide reasonable safeguards against alteration, and remain readable.

(C) Access to records.

(a) Records of CONTRACTOR. The Federal awarding agency, Inspectors General, the Comptroller General of the United States, and the COUNTY, or any of their authorized representatives, must have the right of access to any documents, papers, or other records of the CONTRACTOR which are pertinent to the Federal award, in order to make audits, examinations, excerpts, and transcripts. The right also includes timely and reasonable access to the CONTRACTOR'S personnel for the purpose of interview and discussion related to such documents.

(b) Only under extraordinary and rare circumstances would such access include review of the true name of victims of a crime. Routine monitoring cannot be considered extraordinary and rare circumstances that would necessitate access to this information. When access to the true name of victims of a crime is necessary, appropriate steps to protect this sensitive information must be taken by both the CONTRACTOR and the Federal awarding agency or COUNTY. Any such access, other than under a court order or subpoena pursuant to a bona fide confidential investigation, must be approved by the head of the Federal awarding agency or delegate.

(c) Expiration of right of access. The rights of access in this section are not limited to the required retention period but last as long as the records are retained. Federal awarding agencies and COUNTY must not impose any other access requirements upon CONTRACTOR.

(11) Prohibition on Certain Telecommunications and Video Surveillance Services or Equipment (ALL AGREEMENTS WITH FUNDS AWARDED ON OR AFTER NOVEMBER 12, 2020) CONTRACTOR must comply with 2 CFR § 200.216, the prohibition of obligating or expending loan or grant funds to procure or obtain, enter into a contract to procure or obtain certain equipment, services or systems that uses “covered telecommunications equipment” as defined in CFR §200.216 (3), or services as a substantial or essential component of any system

(12) Domestic Preferences For Procurement (ALL AGREEMENTS WITH FUNDS AWARDED ON OR AFTER NOVEMBER 12, 2020) Pursuant to 2 CFR § 200.322, CONTRACTOR shall, as appropriate and to the extent consistent with law, 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 (including but not limited to iron, aluminum, steel, cement, and other manufactured products).

(13) Use Of DHS Seal, Logo, And Flags. (ALL AGREEMENTS) The contractor shall not use the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA pre-approval. The contractor shall include this provision in any subcontracts.

(14) Compliance With Federal Law, Regulations and Executive Orders (ALL AGREEMENTS). This is an acknowledgement that FEMA 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, FEMA policies, procedures, and directives

(15) No Obligation by Federal Government. (ALL AGREEMENTS). 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.

(16) Program Fraud and False or Fraudulent Statements or Related Acts. (ALL AGREEMENTS). 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.

(17) Affirmative Socioeconomic Steps. (ALL AGREEMENTS) If subcontracts are to be let, the prime contractor is required to take all necessary steps identified in 2 C.F.R. § 200.321(b)(1)-(5) to ensure that small and minority businesses, women’s business enterprises, and labor surplus area firms are used when possible.

(18) License and Delivery of Works Subject to Copyright and Data Rights (ALL AGREEMENTS INVOLVING CREATION OF COPYRIGHTABLE MATERIAL) The Contractor grants to the COUNTY OF TULARE, a paid-up, royalty-free, nonexclusive, irrevocable, worldwide license in data first produced in the performance of this contract to reproduce, publish, or otherwise use, including prepare derivative works, distribute copies to the public, and perform publicly and display publicly such data. For data required by the contract but not first produced in the performance of this contract, the Contractor will identify such data and grant to the COUNTY OF TULARE or acquires on its behalf a license of the same scope as for data first produced in the performance of this contract. Data, as used herein, shall include any work subject to copyright under 17 U.S.C. § 102, for example, any written reports or literary works, software and/or source code, music, choreography, pictures or images, graphics, sculptures, videos, motion pictures or other audiovisual works, sound and/or video recordings, and architectural works. Upon or before the completion of this contract, the Contractor will deliver to the COUNTY OF TULARE data first produced in the performance of this contract and data required by the contract but not first produced in the performance of this contract in formats acceptable by the COUNTY OF TULARE.

(19) Payment for Services. This project may be partially funded with Federal funds and therefore requires full compliance with Title 2 of the Code of Federal Regulations, §200.218 through 200.326 AND the County Purchasing Ordinance.

SAFECOM Guidance on Emergency Communications Grants Frequently Asked Questions: Understanding Project 25 Standards and Compliance

This document summarizes compliance requirements within the Project 25 (P25) Suite of Standards outlined in the [SAFECOM Guidance on Emergency Communications Grants](#) (SAFECOM Guidance). State, local, tribal, and territorial recipients of federal grants for emergency communications projects should refer to these Frequently Asked Questions to understand P25 compliance and find necessary resources. For the purpose of this document, the terms “I” and “my” refer to the agency grant applicant seeking federal funds for emergency communications projects.

Project 25

Q1. What are P25 standards?

P25 is a Suite of American National Standard Institute (ANSI) Accredited Technical Standards and specifications that promote interoperability among digital two-way land mobile radio (LMR) communications products provided by different manufacturers. The standards focus on meeting the public safety community’s unique mission and critical voice requirements. The objective is to provide technical specifications that ensure communications equipment is interoperable, regardless of manufacturer. The P25 Suite of Standards is published by the Telecommunications Industry Association (TIA), a recognized ANSI standards development organization, and also known as TIA-102 standards. The P25 Steering Committee publishes a list of [Approved Project 25 Suite of Standards](#) that includes the most recent documents and revisions.

Q2. What is the P25 Compliance Assessment Program (CAP)?

The P25 CAP is a formal, independent testing process administered by the Department of Homeland Security (DHS) Science and Technology Directorate, to ensure communications equipment offered by suppliers complies with the applicable published standards. Through this third-party testing by independent laboratories, the P25 CAP assures public safety agencies that the communications equipment they purchase complies with P25 standards for performance, conformance, and interoperability. Compliance test results, official summary test reports, and suppliers’ declarations of compliance are available at dhs.gov/science-and-technology/p25-cap.

Q3. What does P25 compliance mean?

In general, compliance means that equipment conforms to the technical specifications in the standard. However, federal grantors may have additional requirements beyond the P25 standards and grant recipients must address other compliance considerations, depending on operational requirements. To maximize interoperability, grant recipients should verify that digital voice systems and equipment to be purchased with federal grant funds comply with the P25 Suite of Standards as specified in their program’s grant guidance. This compliance preserves the value of federal investments in interoperable solutions for state, local, tribal, and territorial emergency responders.

Q4. Why is purchasing P25 compliant equipment so important to the public safety community?

Purchasing P25 equipment ensures that digital LMR systems are compatible with other P25 systems from different manufacturers and thus will enable interoperable communications among emergency responders from various agencies, jurisdictions, and levels of government. P25 standards also enable manufacturers to compete on a more level playing field, providing agencies with a broader range of options when purchasing equipment.

P25 Purchases Using Federally-Funded Grants

Following the tragic events of 9/11, Congress passed legislation to improve the interoperability of public safety communications systems and equipment. The legislation mandates that new or upgraded equipment must be interoperable in accordance with P25 standards. To assist agencies in meeting this mandate, federal grant programs and policies support the purchase of P25 compliant LMR equipment.

Q5. When applying for a federally-funded emergency communications project, how do I demonstrate that purchases are P25 compliant?

To ensure equipment and systems comply with the P25 Suite of Standards, grant applicants/recipients should:

- Review the technical specifications detailed in the [P25 Technology Interest Group's \(PTIG\) Capabilities Guide](#) to determine which standards are applicable to the proposed equipment purchase.
- Provide specific technical requirements and expectations for all functions, features, and capabilities of to be procured equipment and services to comply with all applicable P25 standards and expectations for interoperability in any Statements of Work or acquisition documents for communications procurements funded through federal grants.
- Ensure all new and upgraded P25 eligible equipment, features, functions, and capabilities selected for procurement are P25 compliant and interoperable. If P25 LMR equipment and systems include non-standard features or capabilities when a comparable P25 feature or capability is available, recipients must also purchase the P25 standards-based feature or capability to ensure interoperability.
- Obtain documented evidence of P25 compliance from the manufacturer showing the equipment has passed all applicable compliance assessment test procedures and interoperability test procedures, if applicable, as defined in the latest P25 Compliance Assessment Bulletins for testing requirements. If such documentation is not available through the P25 CAP, agencies should obtain documented evidence from the manufacturer stating that all applicable tests were conducted in accordance with published P25 test procedures and successfully passed.¹ Contact the P25 CAP at P25CAP@hq.dhs.gov for additional guidance.

¹ Regardless of the status and availability of P25 CAP testing documentation, grant recipients should include comprehensive acceptance test plan(s) criteria in their procurement and contract documents. The manufacturer/vendor should verify the equipment or services are P25 standards compliant and interoperable with other equipment, features, functions, and capabilities.

Q6. What will the federal agency issuing grant funding use to confirm equipment in my grant application is P25 compliant?

When reviewing grant applications, the federal agency will verify that proposed equipment purchases are P25 compliant by:

- Confirming the equipment to be purchased is on the [P25 CAP Approved Equipment List](#). If the item is on the list, it is P25 compliant.
- Referring to the [DHS Authorized Equipment List](#) (applicable to DHS/Federal Emergency Management Agency [FEMA] grants only). Note P25 standards may not be applicable to some items on this list.
- Reviewing the application package to confirm the applicant provided documentation from the manufacturer verifying the purchase is P25 compliant.

If the purchase cannot be verified as P25 compliant using these methods, the federal agency has the authority to request additional information, grant a waiver, or deny the purchase.

Q7. What if I want to purchase non-compliant P25 equipment?

When a grant recipient wants to use federal funds to purchase equipment that does not align with P25 standards, the recipient should consult with the federal agency to determine if non-compliant P25 equipment is allowable. In such cases, written justification is often required.

Many agencies do not approve non-standards-based equipment unless there are compelling reasons for using other solutions. Funding requests to replace or add radio equipment to an existing non-compliant P25 system (e.g., new portable radios for an existing analog system) will be considered if there is a clear rationale for such equipment and written justification of how the equipment will advance interoperability and support eventual migration to an interoperable system. The written justification should also explain how that purchase will serve the needs of the applicant better than equipment or systems that meet P25 standards.

P25 Compliance for DHS Grant Recipients

Q8. DHS/FEMA requires its grant recipients to comply with the SAFECOM Guidance. As a DHS grant recipient, am I also required to comply with P25 standards?

Yes, DHS/FEMA grant recipients are required to comply with P25 standards when purchasing LMR equipment. This requirement and other conditions specific to DHS/FEMA grant recipients are outlined in Appendix D of the *SAFECOM Guidance*. For additional information, reference the [DHS Authorized Equipment List](#) to determine allowable equipment types for individual grant programs. If the proposal includes any non-compliant P25 LMR equipment, DHS/FEMA grant recipients must apply for prior approval.

P25 Compliance Resources

Q9. What resources should I use when applying for emergency communications grant funding?

Grant applicants are strongly encouraged to work with their [Statewide Interoperability Coordinator](#) (SWIC). The SWIC should review the application prior to submission to ensure projects support the state or territory's strategy to improve interoperable emergency communications. The SWIC should also confirm the funding request aligns with the latest versions of their [Statewide Communication Interoperability Plan](#) and the [National Emergency Communications Plan](#), as these are vital plans to improving interoperability.

Q10. Where can I find more information about P25 standards and/or compliance?

Grant recipients are invited to explore the wide range of information available from government and industry sources, including:

- P25 Suite of Standards for Land Mobile Radio: tiaonline.org/all-standards/committees/tr-8
- P25 Technology Interest Group: project25.org (Free registration required)
- P25 Compliance Assessment Program: dhs.gov/science-and-technology/p25-cap
- P25 Compliance Assessment Program list of approved radio equipment: dhs.gov/science-and-technology/approved-grant-eligible-equipment
- P25 Steering Committee's Statement of P25 User Needs: cisa.gov/publication/p25
- Best Practices, Guidelines, and Considerations for Encryption: cisa.gov/publication/encryption
- Best Practices for Planning and Implementation of P25 Inter-RF Subsystem and Console Subsystem Interfaces (ISSI and CSSI), Volumes I and II, and Primer: cisa.gov/publication/p25
- SAFECOM and the National Council of Statewide Interoperability Coordinators' Land Mobile Radio Trio: LMR 101, LMR for Decision-Makers, and LMR for Project Managers: cisa.gov/safecom/funding

About SAFECOM

SAFECOM was formed in 2001 after the terrorist attacks of September 11, 2001, as part of the Presidential E-Government Initiative to improve public safety interoperability, allowing emergency responders to communicate effectively before, during, and after emergencies and disasters. SAFECOM is managed by the Cybersecurity and Infrastructure Security Agency (CISA). Through collaboration with CISA, emergency responders, and elected officials across all levels of government, SAFECOM works to improve emergency response providers' inter-jurisdictional and interdisciplinary emergency communications interoperability across local, regional, tribal, state, territorial, international borders, and with Federal Government entities. For additional information regarding SAFECOM, visit cisa.gov/safecom.



SAFECOM Guidance on Emergency Communications Grants

Fiscal Year 2024

U.S. Department of Homeland Security
Cybersecurity and Infrastructure Security Agency

A Message to Stakeholders

On behalf of the Cybersecurity and Infrastructure Security Agency (CISA), I am releasing the *Fiscal Year 2024 SAFECOM Guidance on Emergency Communications Grants (SAFECOM Guidance)*. This document is updated annually to provide current information on emergency communications policies, eligible costs, best practices, and technical standards for state, local, tribal, and territorial grant recipients investing federal funds in emergency communications projects.

This *SAFECOM Guidance* aligns with the *National Emergency Communications Plan (NECP)*, which emphasizes the need to enhance governance structures, plans, and protocols that enable the emergency response community to communicate requisite information under all circumstances. Grant recipients are encouraged to support the guidelines within the NECP to maximize the use of voice, video, and data communications and to ensure the security of data and information exchange. The *SAFECOM Guidance* also addresses the rapidly evolving emergency communications ecosystem. Throughout the past year, the emergency communications community has been greatly affected by increasing cyber attacks on critical infrastructure and systems. Recognizing these challenges, CISA strongly encourages recipients to review the best practices and resources available in the *SAFECOM Guidance* to help navigate this shifting landscape.

The Administration, Office of Management and Budget, and federal grant program offices recognize the *SAFECOM Guidance* as the primary guidance on emergency communications grants. Since 2015, the Department of Homeland Security has required its grant recipients investing in emergency communications to comply with *SAFECOM Guidance*. All grant applicants are encouraged to coordinate with their statewide governance bodies and emergency communications leaders (e.g., Statewide Interoperability Coordinators) to ensure projects support the state, local, tribal, or territory's strategy to improve interoperable emergency communications. In addition, grant applicants should work with public and private entities, and across jurisdictions and disciplines, to assess needs, plan projects, coordinate resources, and improve response through cross-training and joint exercises. These coordination efforts are important to ensure interoperability remains a top priority.

The *SAFECOM Guidance* encourages grant applicants to participate, support, and invest in planning activities that will help states, locals, tribes, or territories prepare for deployment of new emergency communications systems or technologies. Grant recipients should continue enhancing governance and leadership, developing plans and procedures, conducting training and exercises, and investing in standards-based equipment to sustain land mobile radio capabilities, while concurrently planning for the integration and deployment of new technologies. Grant recipients must also consider cybersecurity risks across all capabilities when planning operable, interoperable, and continuity of communications.

As in previous years, CISA developed the *SAFECOM Guidance* in partnership with SAFECOM and the National Council of Statewide Interoperability Coordinators. CISA also consulted federal partners and the Emergency Communications Preparedness Center to ensure emergency communications policies are coordinated and consistent across the federal government. Grant applicants are encouraged to reference this document when developing emergency communications investments for federal funding, and to direct any questions to ECD@cisa.dhs.gov.

Billy Bob Brown, Jr
Executive Assistant Director for Emergency Communications
Cybersecurity and Infrastructure Security Agency

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1. Introduction

The Department of Homeland Security (DHS) is mandated by the Homeland Security Act, 6 U.S.C. § 571 to administer responsibilities and authorities relating to the SAFECOM Program.¹ Within DHS, the Cybersecurity and Infrastructure Security Agency (CISA) is responsible for developing coordinated guidance for federal grant programs for public safety communications.² As a result, CISA develops the annual *SAFECOM Guidance on Emergency Communications Grants* (*SAFECOM Guidance*) as a reference guide for entities applying for federal financial assistance for emergency communications projects. While only entities funding emergency communications projects with DHS grant funding are required to comply with the *SAFECOM Guidance* (see Appendix D), all entities are highly encouraged to follow the recommendations within this document to ensure interoperable, resilient, and fully effective communications.

The *SAFECOM Guidance* provides general information on eligible activities, technical standards, and other terms and conditions that are common to most federal emergency communications grants.³ It aims to ensure that policies and standards across federal grant programs provide a consistent approach to improving emergency communications nationwide. The *SAFECOM Guidance* achieves this consistency by aligning recommendations with the *National Emergency Communications Plan* (NECP).⁴

SAFECOM is a public safety stakeholder-driven program sponsored by CISA, which develops policy, guidance, and future efforts by drawing on SAFECOM member expertise and recommendations. The DHS Science and Technology Directorate also supports SAFECOM-related research, development, testing, evaluation, as well as the acceleration of standards. SAFECOM works to build partnerships among all levels of government, linking the strategic planning, technical support, and implementation needs of the emergency response community with federal, state, local, tribal, and territorial governments, to improve communications.

Additionally, CISA consulted members of the Emergency Communications Preparedness Center (ECPC), which coordinates roles and activities of agencies across the federal government to improve interoperable public safety and emergency response communications. ECPC consists of 14 federal departments and agencies representing the government's broad role in improving coordination of emergency communications efforts, including information sharing, planning, regulation, policy, operations, grants, and technical assistance. Together, SAFECOM members and federal partners coordinate emergency communications policy and standards to ensure projects are compatible, interoperable, and most importantly, meet the needs of end-users.

1.1 Purpose of SAFECOM Guidance

The *SAFECOM Guidance* provides insight to grant recipients⁵ about:

- Recommendations for planning, coordinating, and implementing projects
- Emergency communications activities that can be funded through federal grants
- Best practices, policies, and technical standards that help to improve interoperability
- Resources to help grant recipients comply with technical standards and grant requirements

¹ For more information on SAFECOM, see: cisa.gov/safecom.

² 6 U.S.C. § 571(c)(2) and 6 U.S.C. § 574.

³ Federal financial assistance includes grants, loans, cooperative agreements, and other funds provided by the federal government. For this document, these terms are used interchangeably unless otherwise indicated.

⁴ The NECP is the nation's strategic plan for emergency communications and is available at: cisa.gov/national-emergency-communications-plan.

⁵ In accordance with Title 2 of the Code of Federal Regulations (CFR) 200, the terms "recipient" and "sub-recipient" are defined as non-federal entities that receive federal awards directly from a federal awarding agency to carry out an activity under a federal program.

The *SAFECOM Guidance* is designed to promote and align with the national vision established in the NECP. CISA published a second update to the NECP in September 2019 that builds upon revisions made in 2014, while also positioning the NECP to maintain its relevance in the future. Updates to the NECP goals and objectives aim to enhance emergency communications capabilities at all levels of government in coordination with the private sector, nongovernmental organizations, and communities across the nation. The plan's success relies on the whole community embracing the NECP goals and objectives, and most importantly implementing them. Critical components for advancing emergency communications fall under three national priorities:

- Enhance effective governance across partners with a stake in emergency communications, embracing a shared responsibility of the whole community from traditional emergency responders and supporting entities to the citizens served
- Address interoperability challenges posed by rapid technology advancements and increased information sharing, ensuring the most critical information gets to the right people at the right time
- Build resilient and secure emergency communications systems to reduce cybersecurity threats and vulnerabilities

Recommendations within the *SAFECOM Guidance* are intended to help state, local, tribal, and territorial stakeholders develop projects that meet critical emergency communications needs as defined in the NECP and their Statewide Communication Interoperability Plan (SCIP).⁶ Best practices and technical standards located within the *SAFECOM Guidance* help ensure federally-funded investments are interoperable, fully effective and reliable, and support national policies. However, not all guidance is applicable to all grant programs. Grants funding emergency communications are administered by numerous federal agencies and are subject to various statutory and programmatic requirements. As a result, grant applicants and recipients should review specific grant guidance carefully to ensure their proposed activities are eligible, and all standards, terms, and conditions required by the program are met.⁷

1.2 Report Methodology

CISA consults with federal, state, local, tribal, and territorial partners to develop the *SAFECOM Guidance*, including:

- ECPC Grants Focus Group⁸
- Federal Communications Commission (FCC), Public Safety and Homeland Security Bureau (PSHSB)
- SAFECOM⁹ and the National Council of Statewide Interoperability Coordinators (NCSWIC)
- U.S. Department of Commerce
 - First Responder Network Authority (FirstNet Authority)
 - National Institute of Standards and Technology (NIST)
 - National Telecommunications and Information Administration (NTIA)
- U.S. Department of Homeland Security
 - Federal Emergency Management Agency (FEMA) Grant Programs Directorate and the Integrated Public Alert and Warning System (IPAWS) Program Management Office
 - Science and Technology Directorate, Office for Interoperability and Compatibility
- U.S. Department of Justice, Office of Justice Programs
- U.S. Department of Transportation, National Highway Traffic Safety Administration (NHTSA)

⁶ For information on SCIPs, see: cisa.gov/statewide-communication-interoperability-plans.

⁷ For the purposes of this document, “grant guidance” may include Notices of Funding Opportunity, Grant Notices, Grant Applications, and other formal notices of grants and federal financial assistance programs.

⁸ The ECPC Grants Focus Group is comprised of grant officers, program administrators, and communications experts representing the 14 federal agencies that participate in the ECPC.

⁹ For a list of SAFECOM members, see: cisa.gov/safecom/membership.

1.3 Use of SAFECOM Guidance

The *SAFECOM Guidance* should be used during the planning, development, and implementation of emergency communications projects and in conjunction with other planning documents. Before proposing projects for funding, prospective applicants are encouraged to read the NECP, federal and state-specific preparedness documents (e.g., statewide plans and reports), and this *SAFECOM Guidance* to ensure projects support federal, state, local, tribal, and territorial plans for improving emergency communications. Table 1 provides a list of essential resources available to recipients.

Table 1. Essential Resources for Emergency Communications Grant Recipients

Resources	Descriptions
National Emergency Communication Plan	The NECP is the nation's strategic plan to strengthen and enhance emergency communications capabilities. It provides guidance to those that plan for, coordinate, maintain, invest in, and use communications to support response and recovery operations. Grant applicants are encouraged to read the NECP to understand the national strategy, and to ensure investments support the goals and objectives. The NECP is available at: cisa.gov/national-emergency-communications-plan .
Statewide Communication Interoperability Plan	The SCIP contains the state, territory, or tribal government's strategy to improve emergency communications. States and territories were required to develop and submit a SCIP to DHS by December 2008 and required to submit reports annually on the progress of the state or territory in implementing its SCIP. Many federal grants funding emergency communications require grant applicants to align projects to needs identified in SCIPs. Grant recipients and sub-recipients should review the SCIP for their state/territory and work with their Statewide Interoperability Coordinator (SWIC) to ensure investments support statewide plans to improve communications. To find your state's SCIP, please contact your SWIC. Contact information for SWICs can be found on the NCSWIC membership page: cisa.gov/safecom/ncswic-membership .
SAFECOM Website	The SAFECOM website provides information and resources for public safety agencies developing emergency communications projects. For the most recent <i>SAFECOM Guidance</i> and list of grants funding emergency communications, see the SAFECOM website at: cisa.gov/safecom .
IPAWS Website	This website contains information on IPAWS capabilities, who can use IPAWS to send alerts, warnings, and notifications (AWN), how agencies can become Alerting Authorities, and the availability of IPAWS Technical Support Services. IPAWS is accessed through IPAWS-compatible software with the capability to draft an AWN in Common Alerting Protocol (CAP) 1.2 format, a requirement of IPAWS Open Platform for Emergency Networks (OPEN). While there is no cost to send messages through IPAWS, there are costs associated with acquiring IPAWS-compatible alert origination software. Grant recipients are encouraged to invest in alerting software. IPAWS is not mandatory and does not replace existing methods of alerting, but instead complements existing systems and offers new capabilities to deliver timely and actionable AWN. See the IPAWS website at: fema.gov/emergency-managers/practioners/integrated-public-alert-warning-system and information for Alerting Authorities at: fema.gov/emergency-managers/practitioners/integrated-public-alert-warning-system/public-safety-officials/alerting-authorities .
FirstNet Website	Grant applicants interested in investing federal funds in broadband-related projects potentially using the Nationwide Public Safety Broadband Network (NPSBN), also known as FirstNet, should consult with the First Responder Network Authority (FirstNet Authority), within the U.S. Department of Commerce, and the federal granting agency to understand all requirements impacting broadband investments. To find the FirstNet Authority contact for your state or territory, go to: firstnet.gov/public-safety/your-advisor .

Resources	Descriptions
Office of Management and Budget (OMB) Grants Circulars	Federal awards must adhere to the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards regulations, available on the Electronic Code of Federal Regulations website at: ecfr.gov . Grant applicants should reference specific Notices of Funding Opportunity to determine applicable requirements at: grants.gov . Additional information is on the Chief Financial Officers Council website at: cfo.gov .
Statewide Interoperability Coordinator	States, territories, and tribal governments are encouraged to designate a full-time SWIC who has the authority and resources to actively improve interoperability with emergency management and response agencies across all levels of government. Grant applicants are strongly encouraged to coordinate project proposals with the SWIC to ensure projects support statewide efforts to improve emergency communications. DHS/FEMA requires all states and territories that use Homeland Security Grant Program funds to designate a full-time SWIC who has the authority and resources to actively improve interoperability with emergency management and response agencies across all levels of government. cisa.gov/safecom/ncswic-membership .
State Leadership	States and territories have designated leadership positions to assist with emergency communications projects and may include an individual or body. These leadership positions vary by area and may have resulted from grant program requirements to designate a single point of contact, such as a Broadband Coordinator .
	The State Emergency Management Agency Director is responsible for ensuring the state or territory is prepared to deal with any type of emergency, as well as coordinating statewide incident response. This includes collaborating with appropriate statewide representatives for critical capabilities, such as emergency communications, statewide 911 communications, and public alerting.
	State Information Technology and Security Officials , including a state or territory's Chief Information Officer, Chief Technology Officer, and Chief Information Security Officer manage key information technology (IT) initiatives, including IT procurement, security, and IT planning and budgeting.
	The 911 Administrator manages the state or territory's 911 functions as determined by state legislation. The official title and role of this position may vary. Grant recipients are encouraged to coordinate 911 projects with the administrator to ensure projects support state or territory 911 efforts. To find your administrator, refer to the National Association of State 911 Administrators at: nasna911.org/contact-911 .
	The Homeland Security Director coordinates the planning, development, and coordination of statewide policies developed in support of public and private organizations responsible for preventing terrorism, raising awareness, reducing vulnerabilities, responding to, and recovering from terrorist acts. To locate your director or office, refer to: dhs.gov/state-homeland-security-and-emergency-services .
State Governance	The Statewide Interoperability Governing Body (SIGB) or State Interoperability Executive Committee (SIEC) serves as the primary steering group for the statewide interoperability strategy that seeks to improve emergency response communications across the state through enhanced data and voice communications interoperability. SIGBs and SIECs include representatives from various jurisdictions and disciplines, as well as subject matter experts. To find the SIGB or SIEC for your state or territory, contact CISA at: ECD@cisa.dhs.gov .
	The 911 Advisory Board works with the 911 Administrator to plan and coordinate state and local 911 efforts. The official title and role of this board vary. Grant applicants are encouraged to coordinate 911 projects with the appropriate board to ensure projects support broader state or territory 911 efforts. To find your 911 Advisory Board, refer to State 911 Contacts page of the National Association of State 911 Administrators at: nasna911.org/contact-911 .

1.4 Key Changes and Updates

This section highlights key changes to the *FY 2024 SAFECOM Guidance*:

- **Emergency Communications Priorities (Section 2).** This section reviews stakeholder-driven priorities aligned to the NECP goals and recommendations, including: 1) Governance and Leadership; 2) Planning and Procedures; 3) Training, Exercises, and Evaluation; 4) Activities that Enhance Communications Coordination; 5) Standards-based Technology and Infrastructure; and 6) Cybersecurity. Based on lessons learned from federally-declared disasters, there is an urgent need to address communications survivability, resilience, and continuity. The [Shields Ready](#) campaign provides key steps to building resilience before incidents occur. Rather than listing this as a separate priority, communications resilience and continuity should be viewed as critical components across all priorities.
- **Before Applying (Section 3).** This section provides an overview of national policies, laws, and issues affecting emergency communications grants and the broader emergency communications ecosystem, as well as federal requirements and restrictions on funding that applicants should consider before applying. Applicants are encouraged to review available supplemental funding and new federal financial assistance opportunities to support emergency communications projects.
- **Eligible Activities (Section 4).** This section includes a review of eligible costs commonly funded by federal grants, as well as guidance for applicants to address NECP strategic goals and recommendations. Grant applicants seeking to improve interoperable emergency communications are encouraged to allocate grant funding to these activities. However, applicants must consult the specific grant guidance they are applying for to confirm allowable costs, as all activities listed in this section may not be eligible for funding under all federal grant programs.
- **Emergency Communications Systems and Capabilities (Section 5).** This section provides an overview of emergency communications and the importance of deploying standards-based technology and equipment. Detailed guidance, technical standards, and resources for emergency communications equipment are included in Appendix B.
- **Grants Management Best Practices (Section 6).** This section provides best practices to ensure the effective implementation of grants and to establish the entity as a trusted steward of federal grant funding and a credible recipient of future grant funding. The grant lifecycle includes planning applications (Pre-Award), reviewing award agreements and funding (Award), implementing grant-funded projects (Post Award), and completing federal grant projects (Closeout).
- **Funding Sources (Section 7).** This section offers recommendations on how applicants should consider multiple funding sources, including traditional grants and other sources that may partially fund emergency communications projects.
- **Appendices.** The appendices include an acronym list (Appendix A), technical standards for emergency communications equipment (Appendix B), and resources recipients can reference when developing emergency communications projects (Appendix C). In Appendix D, DHS has outlined specific requirements for DHS/FEMA recipients to comply with *SAFECOM Guidance*. These requirements are in accordance with the DHS Standard Terms and Conditions of preparedness grants.

2. Emergency Communications Priorities

CISA is responsible for ensuring grant guidelines and priorities relating to interoperable emergency communications are coordinated and consistent with the NECP goals and recommendations. In support of this mandate, *SAFECOM Guidance* identifies six investment priorities of equal merit. These priorities were developed in coordination with stakeholders and federal partners, and are informed by the NECP, as well as other applicable Presidential Policy Directives, federal statutes, and regulations. Grant recipients are encouraged to target grant funding toward the following priorities:

- Priority 1: Governance and Leadership
- Priority 2: Planning and Procedures
- Priority 3: Training, Exercises, and Evaluation
- Priority 4: Activities that Enhance Communications Coordination
- Priority 5: Standards-Based Technology and Infrastructure
- Priority 6: Cybersecurity

2.1 **Priority 1: Governance and Leadership**

Strong governance and leadership structures are essential to effective decision-making, coordination, and planning for emergency communications. While the existence and growth in governance bodies is a significant accomplishment, many of these entities were originally established to address land mobile radio (LMR) interoperability issues. Evolving technology and rising expectations in emergency communications change the traditional roles and responsibilities within the public safety community, requiring strong, broader scopes and unified governing bodies. Fortunately, there is already a strong foundation for future progress. State, local, tribal, and territorial governments should focus on formalizing, expanding, and updating current structures, processes, and investments in governance and leadership.

In FY 2024, grant recipients are encouraged to invest in emergency communications governance and leadership structures for coordinating statewide and regional initiatives that reflect the evolving emergency communications environment.¹⁰ These investments are critical for assessing needs, conducting statewide planning, coordinating investments, ensuring projects support the SCIP, maintaining and improving communications systems, and planning for future communications improvements. Formal governance and leadership structures can also facilitate the development of operating procedures and planning mechanisms that establish priorities, objectives, strategies, and tactics during response and recovery operations.¹¹

For regional, cross-border initiatives, grant recipients should coordinate projects with national level emergency communications coordination bodies, such as the NCSWIC and the Regional Emergency Communications Coordination Working Groups (RECCWGs). The NCSWIC promotes and coordinates state level activities designed to ensure the highest level of public safety communications access and availability across the nation. RECCWGs are congressionally-mandated planning and coordination bodies located in each [FEMA Region](#) and provide a collaborative forum to assess and address the survivability, sustainability, operability, and interoperability of emergency communications systems at all levels of government. Grant-funded investments that are coordinated with these bodies will help ensure that federally-funded emergency communications investments are interoperable and support national policies.

¹⁰ See the *Emergency Communications Governance Guide for State, Local, Tribal, and Territorial Officials* at: cisa.gov/safecom/governance.

¹¹ See the *National Incident Management System Implementation Objectives* at: fema.gov/emergency-managers/nims.

To support this priority, grant recipients should target funding to:

- Develop/sustain the SIGB or SIEC activities and SWIC position or fully-staffed SWIC office
 - In accordance with DHS/FEMA requirements, all states and territories receiving Homeland Security Grant Program funds are required to designate a full-time SWIC with authority and resources to actively improve interoperability with emergency management and response agencies across all levels of government, to include establishing statewide plans, policies, and procedures, and coordinating decisions on communications investments
- Formalize and adapt governance structures and processes to address the evolving operating environment to:
 - Include and coordinate with emergency communications leaders (e.g., 911 leaders, IPAWS Program Management Office, FirstNet Authority, RECCWGs, public utilities commissions) and representatives from multiple agencies, jurisdictions, disciplines, levels of government, tribes, rural areas, subject matter experts, and private industry when creating strategic and operational plans and policies, and during training and exercise development and execution
 - Identify and include information management, network infrastructure, and cybersecurity representatives in governance membership or through formalized coordination to undertake technology integration and migration initiatives (e.g., broadband, 911, alerts and warnings, information management, network infrastructure, cybersecurity), as well as identify and address legislative and regulatory issues associated with emerging technology
 - Review and update key operating documents for SIGB or SIEC (e.g., charters, agreements, policies, procedures) to ensure they are positioned to address new technology deployments and facilitate coordination with the SWIC
 - Formalize and regularly review cross-jurisdictional, multi-state, or multi-organizational agreements (e.g., memoranda of understanding [MOU], mutual aid agreements) to account for changes to resources, capabilities, and information- or technology-sharing needs
 - Integrate emergency communications governance and leadership into broader statewide planning efforts (e.g., the operationalization, tactical integration, and continued enhancements of FirstNet, 911 system technology migration, IT enhancements, commercial broadband, auxiliary communications) to ensure emergency communications needs are represented
 - Increase regional structures or processes to foster multi-state coordination and information sharing
 - Conduct outreach and education to continually assess and address user needs
 - Develop governance that aids in the coordination of messaging within partnering IPAWS Alerting Authorities; improves the common operating picture and achieves greater situational awareness; and increases awareness of existing plans, policies, and procedures

2.2 Priority 2: Planning and Procedures

The public safety community benefits from a comprehensive and inclusive approach to emergency communications planning. The NECP recommends that response agencies seek to improve responders' ability to communicate and share information with others through formal written strategies, plans, and standard operating procedures (SOPs) or guidelines that integrate the capabilities of all users and account for the entire system lifecycle. Through development and updating of their SCIPs, states, tribes, and territories engage multiple jurisdictions, disciplines, and levels of government in planning, incorporating all emergency communications needs. The SCIP serves as the primary strategic plan for emergency communications, while other plans outline specific operational coordination or tactical procedures, including Field Operations Guides, Tactical Interoperable Communications Plans (TICPs), and FEMA Regional Emergency Communications Plans (RECPs). Field Operations Guides are technical references for emergency communications planning and for technicians responsible for radios that will be used in emergency responses. TICPs are designed to allow urban areas, counties, regions, states/territories, tribes, or federal agencies to document interoperable communications governance structures, technology assets,

and usage policies and procedures. RECPs, along with their associated state, territorial, or tribal annexes, serve to identify emergency communications capability shortfalls and potential resource requirements.

Grant recipients are encouraged to leverage these planning resources as a source of input and reference for all emergency communications grant applications and investment justifications. Updating plans and SOPs to address emergency communications gaps, new technologies, and stakeholder needs help to improve emergency communications and response across the whole community. This continuous and comprehensive planning enables agencies to effectively identify, prioritize, and coordinate to ensure proposed investments support broader planning priorities.

In FY 2024, grant recipients should continue to target funding toward planning activities, including updates of local, regional, statewide, tribal, and territory plans, and ensure plans incorporate the capabilities and needs of all emergency communications systems throughout their lifecycles. The goal of this priority is to ensure emergency communications needs are continually assessed and integrated into risk assessments and preparedness plans, including continuity planning efforts. These planning activities must include analyzing threats and vulnerabilities that may affect communications resilience and sustainment, while developing investment plans and SOPs to mitigate identified risks. Stakeholders are encouraged to target funding toward planning, stakeholder outreach, assessment of user needs, and other activities that will help to engage the whole community in emergency communications planning initiatives.

To support this priority, grant recipients should target funding toward critical planning activities, including the following:

- Update SCIPs, other strategic plans, and procedures to:
 - Reflect the NECP strategic goals and objectives into measurable goals, activities, and milestones
 - Incorporate whole community concepts¹²
 - Integrate lifecycle planning to inform agency funding decisions
 - Address capabilities (e.g., voice, video, data), findings, and gaps identified in state-level preparedness reports, risk and vulnerability assessments, and After-Action Reports (AAR) from real-world incidents and planned exercises
 - Identify and address FCC directives affecting current or planned public safety communications systems (e.g., spectrum, licensing, interference)
 - Incorporate a multifaceted approach to ensure the security, confidentiality, integrity, reliability, and availability of fully interoperable data applications and services
 - Include all components of the emergency communications ecosystem (e.g., AWN, 911 systems, LMR, broadband networks, video networks, auxiliary communications)
- Support statewide emergency communications and preparedness planning efforts through allocation of funding to the following planning activities:
 - Conduct and attend planning meetings
 - Engage the whole community in emergency communications planning, response, and risk identification and mitigation

¹² Per the *National Preparedness Goal*, whole community is formally defined as, “A focus on enabling the participation in national preparedness activities of a wider range of players from the private and nonprofit sectors, including nongovernmental organizations and the general public, in conjunction with the participation of federal, state, and local governmental partners in order to foster better coordination and working relationships.”

- Plan and develop Shared Communication Systems and Infrastructure (SCSI)¹³ projects for improved utilization and integration of available communications assets with partners
- Develop and perform risk, resiliency, and vulnerability assessments (e.g., cyber, Threat and Hazard Identification and Risk Assessment [THIRA], communications security [COMSEC]¹⁴)
- Incorporate risk management strategies for cybersecurity, continuity, and recovery (e.g., National Risk Index [NRI]¹⁵)
- Integrate emergency communications assets and needs into state-level plans
- Coordinate with SWIC, broadband coordinator, State Administrative Agency (SAA),¹⁶ and state-level planners (e.g., 911 planners, public utilities commissions) to ensure proposed investments align to statewide plans and comply with identified technical requirements
- Establish a cybersecurity response plan including continuity of vulnerable communications components and implementing resilient network designs (e.g., segmenting essential functions, strong access controls, multi-factor authentication for staff logins) to limit the impact of cyber incidents
- Identify, review, establish, and improve communications SOPs or guidelines in coordination with response agencies at all levels of government to:
 - Ensure federal, state, local, tribal, and territorial roles and responsibilities are clearly defined
 - Ensure communications assets and capabilities are integrated, deployed, and utilized to maximize interoperability
 - Address threats, mitigate vulnerabilities, and identify contingencies for the continuity of critical communications

2.3 Priority 3: Training, Exercises, and Evaluation

Results from the SAFECOM Nationwide Survey, AARs, and similar assessments reveal that jurisdictions are better able to respond to emergencies due in part to regular training and exercises. Training, exercises, and evaluations help response personnel understand their communications roles and responsibilities during an emergency, as well as processes for working with other agencies. Further, as communications technologies continue to evolve, the need for training and exercises becomes even greater to ensure personnel are proficient in using existing and new technologies. The NECP recommends agencies involve traditional emergency responder disciplines from all levels of government, as well as other entities that share information during emergencies (e.g., medical facilities, utilities, and other critical infrastructure facilities, nongovernmental organizations, private citizens), to practice communications for a whole community response and approach. It also recommends agencies utilize all types of communication technologies and identify gaps and problems with technologies or protocols.

In FY 2024, grant recipients should continue to invest in communications-related training, exercises, and evaluations (in-person and virtual) to address gaps identified in response and recovery operations, which should include thoroughly testing resiliency and continuity of communications. Grant recipients are

¹³ SCSI projects focus on encouraging active resource sharing for organizations with national security, emergency preparedness, and public safety missions. CISA developed a *SCSI 101 Fact Sheet*, as well as a case study of *SCSI Along the Southwest Border* recommending opportunities and challenges of asset sharing for federal, state, local, and tribal public safety agencies in the region. For more information, see: cisa.gov/scsi.

¹⁴ COMSEC is a component of security that protects public safety wired and wireless transmissions from unauthorized access. When public safety transmissions include sensitive information related to tactical or investigative law enforcement operations, patient health, or logistics among agencies responding to incidents and disasters, the information may present a vulnerability if not protected. COMSEC provides the necessary structure of protections, ensuring the confidentiality and integrity of critical and sensitive communications.

¹⁵ FEMA developed the NRI as an online tool to help communities analyze risk factors when preparing grant applications. The NRI is available at: fema.gov/flood-maps/products-tools/national-risk-index.

¹⁶ Many federal grants are awarded to a designated SAA as the official recipient and administrator for the grant, responsible for sub-recipient oversight of grant-funded activities.

encouraged to participate in training and exercises across all levels of government and with other entities that will better assist jurisdictions to prepare for disasters and identify, assess, and address capability gaps.

To support this priority, grant recipients should target funding toward certified training, exercises, and evaluation activities, including:

- Conduct *National Incident Management System* (NIMS)-compliant training (e.g., training in the Incident Command System [ICS] and the ICS Communications Unit such as Communications Unit Leader [COML], Communications Technician [COMT], Information Technology Service Unit Leader [ITSL], Radio Operator [RADO], Incident Tactical Dispatcher [INTD], Auxiliary Communications [AUXCOMM], and Incident Communication Center Manager [INCM])¹⁷
- Improve the ability of states, tribes, and territories to track and share trained Communications Unit personnel during response operations (e.g., include Communications Unit training plan within statewide plans such as the SCIP)
- Conduct frequent training and exercises involving personnel from all levels of government who are assigned to operate communications capabilities, to test communications systems and personnel proficiency (e.g., include emerging technologies and system failure), and utilize third-party evaluators with communications expertise
- Incorporate human factors in training and exercises to address the demands that voice, video, and data information place on personnel, to ensure that responders effectively use and are not overloaded by available information
- Perform exercises that support and demonstrate the adoption, implementation, and use of the NIMS concepts and principles
- Participate in cross-training and state, regional, or national level exercises to validate plans and procedures to include tribes, nongovernmental organizations, and private sector communications stakeholders
- Provide training and exercises on new and existing systems, equipment, and SOPs or guidelines
- Develop or update training and exercise programs to address new technologies, data interoperability, cybersecurity, encryption, use of dedicated federal, state, local, and national interoperability channels, personally identifiable information, and continuity of communications
- Test communications survivability, resilience, and continuity of communications, to include validation of continuity procedures and operational testing of secondary and backup systems and equipment
- Develop and support instructor cadres to expand training for communications-support personnel
- Assess and update training curriculums and exercise criteria to reflect changes in the operating environment and plain language protocols
- Identify opportunities to integrate private and public sector communications stakeholders into training and exercises, as well as cost-effective approaches (e.g., distance learning)
- Offer cybersecurity training and education on the proper use and security of devices and applications, phishing, malware, other potential threats, and how to guard against attacks
- Provide regular training and exercises for Alerting Authorities incorporating the use of IPAWS

2.4 Priority 4: Activities that Enhance Communications Coordination

There has been significant improvement in capabilities at state, local, tribal, and territorial levels resulting in the ability of jurisdictions to more effectively coordinate communications resources and services during emergency incidents and planned events. This includes the integration of capabilities, resources, and personnel across the whole community. As incidents escalate and evolve, communications resources must be able to expand rapidly to meet responders' needs. This requires agencies to track communications

¹⁷ Regular training on NIMS/ICS concepts is needed to ensure new and existing staff are proficient in NIMS/ICS concepts. For NIMS-compliant training, see: [fema.gov/emergency-managers/nims/implementation-training](https://www.fema.gov/emergency-managers/nims/implementation-training).

resources they own or can access, then follow appropriate procedures to request and deploy resources to locations when needed.

In FY 2024, grant recipients are encouraged to update inventories of communications assets and share information within their state, tribe, or territory and region (e.g., neighboring jurisdictions, states, tribes, or territories) that are most likely to request support during emergencies or events. This can be achieved by working with SWICs to update inputs to the Communication Assets Survey and Mapping (CASM) Tool—a web-based tool that assists public safety agencies to collect and visualize data, and assess inter-agency interoperability based on communications assets and interoperability methods.¹⁸ Similarly, to assist in coordinating the use of 700 and 800 megahertz (MHz) public safety frequencies, agencies should use the Computer Assisted Pre-Coordination Resource and Database (CAPRAD) system and work with the 700 and 800 MHz Regional Planning Committees.¹⁹ Grant applicants and recipients should identify gaps in capabilities and target funding toward those gaps.

In addition, grant recipients must continue to implement NIMS ICS principles during all incidents and planned events. Grant applicants and recipients are also encouraged to actively engage neighboring jurisdictions—both internal and external to the state, local, tribe, or territory—to coordinate response planning and seek mutual aid agreements for large-scale responses. Agencies should also collaborate and encourage alerting practices between levels of government, including installing resilient communications to coordinate the distribution of alerts.

To support this priority, grant recipients should target funding to:

- Promote projects that confirm NIMS implementation, continued use of ICS, and information sharing:
 - Establish or enhance primary, secondary, and backup communications capabilities and share appropriate ICS forms and information illustrating the status of an agency’s capabilities
 - Assess and improve the timeliness of notification, activation, and response of communications systems providers to support the Incident Commander and Incident Management Team(s) requirements at incidents and planned events
- Enhance the coordination and effective usage of communications resources
 - Ensure inventories of emergency communications resources are updated and comprehensive, and readily share information about features, functionality, and capabilities of operable and interoperable communication resources with partners
 - Promote assessment of communications assets, asset coordination, and resource sharing
 - Implement projects that promote regional, intra- and inter-state collaboration
 - Support initiatives that engage the whole community, including commercial and non-traditional communications partners (e.g., auxiliary communications, volunteers, utilities)
- Develop or update operational protocols and procedures
 - Develop, integrate, or implement NIMS-aligned SOPs or job aides to facilitate the integration, deployment, and use of communications assets or loaned devices
 - Test communications capabilities and personnel proficiency through training, exercises, and real-world events and address needs identified in statewide plans, AARs, or assessments through comprehensive action plans
 - Review the operationalization of FirstNet and other broadband capabilities to ensure SOPs govern the technologies’ use, training, and testing

¹⁸ CISA hosts public safety software tools on the SAFECOM website at: cisa.gov/safecom/resources. Tools include the CASM Resource Finder, the electronic National Interoperability Field Operations Guide 2.0 (eNIFOG), and electronic Auxiliary Communications Field Operations Guide (eAUXFOG) mobile applications. Users may request online training from CISA Technical Assistance at: cisa.gov/safecom/ictapscip-resources.

¹⁹ DHS Science and Technology Directorate sponsors the CAPRAD system at: caprad.org.

- Develop recommended SOPs or guidelines regarding the use of personal communications devices (e.g., bring your own device) for official duties based on applicable laws and regulations
- Review usage of Priority Telecommunications Services (e.g., Government Emergency Telecommunications Service, Wireless Priority Service, and Telecommunications Service Priority), and ensure SOPs govern the programs' use and testing
- Plan for Alerting Authorities to ensure the highest state of readiness of existing capabilities for resilient and interoperable alerts, warnings, messaging, and notifications using current local, county, state, and federal systems, and when applicable, the IPAWS²⁰
- Review uses of the NPSBN, also known as FirstNet, and other public safety broadband capabilities, and ensure SOPs govern the programs' use and testing
- Develop guidelines regarding the use of auxiliary communications devices (e.g., amateur radio, military radio, citizens band radio) for official duties based on applicable laws and regulations²¹
- Strengthen resilience and continuity of communications
 - Inventory and typing of resources and other activities that provide backup communications solutions (e.g., strategic technology reserves, radio caches, LMR site on wheels, commercial provider/supplier assets such as cell on wheels [COWs], compact rapid deployables [CRDs])
 - Establish testing and usage observations of primary, alternate, contingency, and emergency communications resources
 - Address system and staffing for continuity of operations planning

2.5 Priority 5: Standards-based Technology and Infrastructure

Public safety agencies continue to maintain and evolve LMR technologies for mission critical voice capabilities, including the pursuit of shared Project 25 (P25) radio systems and infrastructure. With acknowledgment of the need for enhanced data capabilities, many public safety organizations have implemented complementary public safety-focused broadband solutions. In addition, Next Generation 911 (NG911) systems are being deployed and continue to mature. The public safety community continues to develop strategies and technology roadmaps for implementing standards-based, vendor-neutral devices and applications that can sustain service in the demanding public safety operating environment and provide mission critical communications. In addition, public safety agencies must address operability, interoperability, security, and resiliency challenges posed by rapid technology advancements (e.g., artificial intelligence, 5G, 6G, Internet of Things, identity management, geographic information systems) and increased information sharing, ensuring the most critical information gets to the right people at the right time.

In FY 2024, grant recipients should continue to invest in accredited technical standards-based technologies to enable interoperability between agencies and jurisdictions, regardless of provider. Grant recipients should include technical specifications and performance-based requirements in procurement agreements with providers/suppliers and obtain sufficient documentation and testing results to verify that infrastructure, equipment, and software are compliant with applicable standards and that features, functions, and services provide the expected and required interoperability. Grant recipients are strongly encouraged to invest in equipment that will sustain and maintain current capabilities while planning for new technologies and capabilities that may not have fully defined standards. As emergency communications capabilities continue to evolve, recipients should participate in community outreach and planning to ensure new capabilities are interoperable and all user requirements are incorporated.

²⁰ FEMA IPAWS Best Practices, including information on developing an Alert Escalation Process, are available at: fema.gov/sites/default/files/documents/fema_ipaws-best-practices-guide.pdf.

²¹ For more information on auxiliary communications guidelines and the SHARed RESources (SHARES) High Frequency Radio program, see: cisa.gov/shared-resources-shares-high-frequency-hf-radio-program.

To support this priority, grant recipients should target funding to:

- Sustain and maintain current LMR capabilities based on mission requirements
- Purchase and use P25-compliant LMR equipment (see P25 Compliance Assessment Program [CAP] approved equipment list) for mission critical voice communications²²
- Support development and deployment of interoperable public safety broadband capabilities by nationwide and regional commercial broadband service providers. Consider using the NPSBN and FirstNet-approved public safety broadband capabilities, devices, and applications dedicated for public safety using multi-layered, proven cybersecurity and network security solutions²³
- Transition towards NG911 capabilities in compliance with NG911 standards²⁴
- Transition LMR encryption capabilities to full P25 Advanced Encrypted Standard (AES) 256-bit for all LMR systems including encrypted interoperability where applicable
- Support technical standards that allow for interoperability of alerts, warnings, and notifications across different systems
- Secure and protect equipment, information, and capabilities from physical and cyber threats
- Acquire, sustain, and maintain Common Alerting Protocol-compliant software that meets IPAWS requirements
- Employ standards-based information exchange models and data sharing solutions
- Secure standards-based interconnectivity gateway subsystems
- Sustain and ensure critical communication systems connectivity and resiliency, including backup solutions, among key government leadership, internal elements, other supporting organizations, and the public
- Support standards and practices that enhance survivability and resilience to electromagnetic effects
- Ensure all communications systems and networks are traced from end-to-end to identify all Single Points of Failure, including redundancy at critical infrastructure facilities, and:
 - Sustain availability of backup systems (e.g., backup power, portable repeaters, satellite devices, High Frequency [HF] radios, auxiliary communications gateway equipment)
 - Ensure diversity of network element components and routing
 - Plan for geographic separation of primary and alternate transmission media
 - Maintain spares for designated critical communication systems
 - Work with commercial suppliers to remediate single points of failure
 - Maintain communications capabilities to ensure their readiness when needed

2.6 Priority 6: Cybersecurity

As cyber threats and vulnerabilities grow in complexity and sophistication, incidents become more numerous and severe against emergency communications systems. Therefore, it is critical that public safety organizations take proactive measures to carefully manage their cybersecurity risks. To prepare for cyber incidents, the public safety community must continually identify risks and evolve security requirements in coordination with partners. Cybersecurity is a shared mission across all levels of government, the private sector, nongovernmental organizations, public safety communications end-users, and the public.

²² For more information on P25 requirements, see: project25.org. For a list of P25 CAP approved equipment, see: dhs.gov/science-and-technology/approved-grant-eligible-equipment.

²³ Applicants interested in using FirstNet for broadband investments should consult with the FirstNet Authority to ensure investments meet all technical requirements to operate and interoperate on the NPSBN. Refer to the Authority's contact information at: firstnet.gov.

²⁴ For more information, see the *NG911 Standards Identification and Review*: 911.gov/issues/ng911/standards-for-enhanced-and-next-generation-911/.

In FY 2024, grant recipients should invest in solutions that enhance their cybersecurity posture. Cybersecurity must be addressed through planning, governance, and technology solutions that secure networks. Recipients should ensure cybersecurity planning is comprehensive and maintained throughout the lifecycle of all network components. Cybersecurity risk management should also include updates to non-technology support activities, such as mutual aid agreements, SOPs, policy development, and training and education. Personnel should be trained on the latest security, resiliency, continuity and operational practices and maintain in-service training as new technology and methods are made available. Personnel should also be educated in cyber hygiene and best practices to prevent, detect, and deter cybersecurity risks whether they are natural or technological in nature, accidental or intentional.

To support this priority, grant recipients should target funding to:

- Develop and maintain cybersecurity risk management
- Implement the CISA *Cyber Essentials Toolkits*²⁵
- Implement the NIST *Cybersecurity Framework*²⁶ to complement an existing risk management process or to develop a credible program if one does not exist. The framework establishes six functions to integrate cybersecurity into mission functions and operations, including:
 - 1) **Govern:** The organization's cybersecurity risk management strategy, expectations, and policy are established, communicated, and monitored;
 - 2) **Identify:** The organization's current cybersecurity risks are understood;
 - 3) **Protect:** Safeguards to manage the organization's cybersecurity risks are used;
 - 4) **Detect:** Possible cybersecurity attacks and compromises are found and analyzed;
 - 5) **Respond:** Actions regarding a detected cybersecurity incident are taken; and
 - 6) **Recover:** Assets and operations affected by a cybersecurity incident are restored
- Employ the *Cyber Resiliency Resources* available for public safety²⁷
- Reference CISA's cybersecurity resources for NG911 projects²⁸
- Identify and implement standards for cybersecurity that fit system and mission needs while maintaining operability and interoperability
- Develop incident response plans, recovery plans, resiliency plans, and continuity of operations plans in anticipation of physical or cybersecurity incidents²⁹
- Mitigate cybersecurity vulnerabilities with consideration of the potential impacts of cybersecurity risk management on interoperability with the broader community
- Identify and mitigate equipment and protocol vulnerabilities

²⁵ CISA *Cyber Essential Toolkits* are available at: cisa.gov/resources-tools/resources/cyber-essentials-toolkits.

²⁶ NIST released the *Cybersecurity Framework* 2.0, which is a voluntary risk-based approach to cybersecurity that uses industry guidelines to help organizations manage cyber risks to critical infrastructure. For more information and reference tools, see: nist.gov/cyberframework.

²⁷ CISA *Cyber Resiliency Resources* are available at: cisa.gov/resources-tools/resources/communications-and-cyber-resiliency-toolkit.

²⁸ CISA cybersecurity resources for NG911 projects are available at: cisa.gov/safecom/transition-next-generation-911.

²⁹ CISA *Cyber Incident and Cyber Vulnerability Playbooks* are available at: cisa.gov/sites/default/files/publications/Federal_Government_Cybersecurity_Incident_and_Vulnerability_Response_Playbooks_508C.pdf.

- Plan and deploy AES 256-bit encryption capabilities for all LMR systems including link layer authentication and encryption (when available)
- Implement the Communications Security Reliability and Interoperability Council (CSRIC) cybersecurity best practices for public safety entities³⁰
- Implement Phishing Resistant Multi-Factor Authentication (MFA)³¹

³⁰ CSRIC is an advisory committee of the FCC that provides recommendations to ensure the security, reliability, and interoperability of communications systems. The CSRIC cybersecurity best practices for public safety entities are available using the search tool opendata.fcc.gov/Public-Safety/CSRIC-Best-Practices/qb45-rw2t/data after selecting 'Public Safety' in Industry Role(s) filter and 'Cyber Security' in Keywords filter.

³¹ Phishing resistant MFA requirements are available within [NIST 800-63-4](https://nist.gov/publications/nist-800-63-4). For general MFA information, see CISA resources at: cisa.gov/resources-tools/resources/multi-factor-authentication-mfa.

3. Before Applying

Before applying for federal funds for emergency communications, applicants should:

- Review the NECP and SCIP
- Coordinate with statewide emergency communications leaders
- Recognize changes in the emergency communications ecosystem
- Understand federal grant requirements and restrictions

3.1 Review the NECP and SCIP

Grant applicants should read the NECP to understand the national emergency communications strategy and ensure proposed projects support national goals and objectives. Similarly, grant recipients should review their state or territory's SCIP (and other applicable plans) to ensure proposals support statewide plans to improve communications across all emergency communications systems and capabilities. Some federal grants (e.g., Homeland Security Grant Program) require applicants to align project activities to their SCIP, so it is a best practice for all applicants to describe how proposed projects align with the needs identified in their strategic plans and performance measures.

3.2 Coordinate with Statewide Emergency Communications Leaders

To ensure projects are compatible, interoperable, and support statewide plans and strategies, grant applicants should consult the appropriate statewide leaders or entities prior to developing projects for funding. Some federal programs require or encourage coordination of grant submissions with the SWIC and other statewide leaders (e.g., Emergency Management Agency Director, 911 Administrator, Homeland Security Director, Statewide/Regional Communications System Owners/Operators, SAAs), as well as require applicants to attach a letter of project support from these leaders. Grant applicants should also consult the SIGB or SIEC, as they serve as the primary steering group for the statewide voice and data interoperability strategy. Additionally, grant recipients should consult any subject matter experts serving on governance bodies such as broadband experts, chief information officers, representatives from utilities, or legal and financial experts when developing proposals.

3.3 Recognize Changes in the Emergency Communications Ecosystem

Grant recipients should understand the more complex and interdependent ecosystem that has emerged due to evolving technologies, risks, stakeholders, and policies impacting many facets of emergency communications including planning, operations, equipment, and training. Key issues impacting federal emergency communications grants include developments in technologies, national policies and laws, spectrum issues, and the reduction and streamlining of grant programs.

Developments in Technologies

Traditionally, LMR systems are the primary capabilities the public safety community used to achieve mission critical voice communications in the field. To augment their LMR capabilities, emergency response agencies are increasingly using Broadband Push-To-Talk voice services available from the FirstNet and other commercial broadband providers. Internet Protocol (IP)-enabled networks stand to transform how public officials will communicate by providing unparalleled connectivity and bandwidth that enhance situational awareness and information sharing. Communication network modernization is also occurring with the migration of the nation's 911 infrastructure to NG911, an IP-based model that will enable increased resilience and redundancy in call routing and information sharing. Also, the deployment of a nationwide public alerting system is using traditional media, such as broadcast and cable, as well as IP-based technologies to transmit alerts to mobile phones and other devices.

Public safety IT systems include sensitive data, such as law enforcement information and electronic medical records, which create new security considerations including storage, access, and authentication. While electronic access to this data enables more effective response operations, it also poses risks including system failures, lack of user or server connections, ineffective or lack of cyber protections, and vulnerability to attacks by malicious hackers. As the community adopts new technologies and applications, it too must increase understanding and planning for the security risks associated with the increasingly interconnected architecture and vast complexity of IP-based technologies and services.

To protect against phishing, malware, and other potential threats, a multifaceted cybersecurity risk management approach is needed to ensure the confidentiality, availability, and integrity of the communication system and sensitive data. For example, comprehensive cybersecurity training and education on the proper use and security of devices, services, and applications will be required. In addition, planning must match user needs against bandwidth requirements and the options for network resiliency. Critical cybersecurity controls such as phishing resistant MFA should also be implemented. Assessments of cyber risks and strategies to mitigate vulnerabilities must be conducted before the deployment of IP-based networks occurs to ensure mission requirements can be met securely and reliably from the outset.

The convergence of technologies and risks in this evolving ecosystem shows the importance of ongoing planning for emergency communications. Grant recipients and their respective governance and leadership must consider all components that support LMR, broadband, cyber, and IP-based technologies as they update strategic plans and common operational protocols that ensure the operability, interoperability, and continuity of emergency communications systems. Additionally, grant recipients should prioritize maintaining LMR systems and other emergency communications capabilities gained in recent years as they gradually adopt and deploy IP-based technologies and services.

National Policies and Laws

In addition to technological developments, the nation is evolving its approach to preparing for and responding to incidents through the *National Preparedness Goal*, which promotes a shared responsibility across all levels of government, private and nonprofit sectors, and the general public. Applicable plans, laws, and policies include the Infrastructure Investment and Jobs Act, American Rescue Plan Act, Coronavirus Aid, Relief, and Economic Security (CARES) Act, NECP, the Middle Class Tax Relief and Job Creation Act of 2012 (Public Law 112-96; 47 U.S.C. 1401), the IPAWS Modernization Act of 2015 and subsequent policies, and the Presidential Policy Directive (PPD)–8, National Preparedness:

- ***Infrastructure Investment and Jobs Act.*** Signed into law on November 15, 2021, the Infrastructure Investment and Jobs Act provided over \$1.2 trillion in broadband, public works, and transportation infrastructure funding. Specifically, the Act authorized several new grant programs and policies that may be relevant to the public safety community. Grant applicants are encouraged to review these federal financial assistance opportunities for applicability to emergency communications projects, as they become available.³²
- ***American Rescue Plan Act.*** Signed into law on March 11, 2021, the American Rescue Plan Act provided funding for state, local, tribal, and territorial governments to mitigate the effects of the COVID-19 pandemic.³³ Additional appropriations included supplemental funding for existing federal emergency management grant programs. Grant applicants are encouraged to review funding opportunities for emergency communications projects, as authorized through this Act.

³² For more information on the Infrastructure Investment and Jobs Act, see: [congress.gov/bill/117th-congress/house-bill/3684](https://www.congress.gov/bills/117/congress/house/bills/3684).

³³ For more information on the American Rescue Plan Act, see: [congress.gov/bill/117th-congress/house-bill/1319](https://www.congress.gov/bills/117/congress/house/bills/1319).

- **CARES Act.** Signed into law on March 27, 2020, the CARES Act provided emergency assistance and healthcare response for individuals, families, and businesses affected by the 2020 public health crisis.³⁴ The Act included over \$2.2 trillion in economic relief, split across the public and private sectors. Division B: Emergency Appropriations for Coronavirus Health Response and Agency Operations, provided supplemental funding to federal departments and agencies, as well as additional funding allocated to existing federal grant programs. Grant applicants are encouraged to review the federal financial assistance opportunities available through the Act to support emergency communications investments.
- **National Emergency Communications Plan (NECP).** The NECP establishes a vision to enable the nation's emergency response community to communicate and share information securely across communications technologies in real time, including all levels of government, jurisdictions, disciplines, organizations, and citizens impacted by any threats or hazards event. Its focus is to ensure the public safety community and citizens are collectively driving toward a common end-state for communications. The NECP provides guidance to those that plan for, coordinate, maintain, invest in, and use communications to support response and recovery operations.³⁵

Grant recipients should read the NECP to understand the national emergency communications strategy, and to ensure proposed investments support the goals, objectives, and recommendations of the Plan. In addition, grant applicants are encouraged to review NECP supplemental materials such as assessments, annual progress reports, and implementation documents. Additionally, grant applicants should work with the SWIC to ensure alignment of the SCIP and other emergency communications plans to the NECP.

- **Middle Class Tax Relief and Job Creation Act of 2012.** Signed into law on February 22, 2012, the Act established the FirstNet Authority, an independent authority within NTIA, and directed it to ensure the establishment of the NPSBN.³⁶ The Act reallocated and designated 700 MHz D Block spectrum for public safety use, and instructed the FCC to grant an exclusive license to the FirstNet Authority for the D Block spectrum and adjacent existing public safety broadband spectrum (collectively referred to as Band 14).³⁷ The FirstNet Authority engaged in comprehensive outreach and consultation with public safety entities in federal, state, local, tribal, and territory jurisdictions to plan for the network. The FirstNet Authority actively sought input from federal, tribal, state, and territorial governments; paid and volunteer first responders and other public safety personnel; industry; and other stakeholders on what the network should offer, how it should function, and how to meet the technical objectives of the network. The FirstNet Authority conducted an open, competitive procurement for an industry partner to deploy the network. The agency selected AT&T as its network contractor and launched network deployment in 2018 after consulting with all states, territories, and Washington, D.C., to develop network plans. The resulting FirstNet network solution is operational in all 56 states, territories, and Washington, D.C., and is based on a single, national network architecture that evolves with technological advances and consists of a physical, separate evolved packet core (EPC) network and radio access networks (RANs).³⁸

FirstNet competes as a services-based business where eligible users choose to subscribe to a level of service that aligns with their mission needs. The principal responsibilities of federal, state,

³⁴ For more information on the CARES Act, see: congress.gov/bill/116th-congress/house-bill/748.

³⁵ For more information on the NECP, see: cisa.gov/national-emergency-communications-plan.

³⁶ For more information on the Act, see: ntia.doc.gov/category/public-safety.

³⁷ 47 U.S.C. § 1421(a).

³⁸ For more information on the FirstNet Core, see:

about.att.com/story/nationwide_launch_of_firstnet_dedicated_core_network.html.

local, tribal, and territorial public safety entities are the acquisition of authorized and compatible devices and applications that operate on the network and determination of connectivity of proprietary databases that could support public safety operations. Infrastructure and maintenance costs of FirstNet-owned EPC, RANs, and NPSBN deployable assets (e.g., COWs, Cell on Light Trucks [COLTs], Satellite COLTs, Flying Cell on Wings, CRDs, mini-CRDs) will be borne by the FirstNet Authority and its NPSBN contractor.

Only after receiving guidance from the FirstNet Authority on the technical requirements of and compatibility with the NPSBN should grant recipients acquire long-term evolution (LTE) devices or network equipment.³⁹ Additional outreach and planning activities (e.g., community engagement and education, documenting user needs) that support the NPSBN should be done in consultation with the FirstNet Authority.

Applicants interested in investing federal funds in broadband-related projects should consult with the FirstNet Authority and the federal granting agency to understand all requirements impacting broadband investments. The FirstNet Authority is the sole nationwide licensee for Band 14 spectrum and does not anticipate entering into any other spectrum agreements. Applicants should work closely with the SWIC, statewide emergency communications leaders, and the federal granting agency to ensure projects remain in compliance with programmatic and technical requirements of the NPSBN.

In addition to the duties of the FirstNet Authority, the Act also charged NTIA with establishing grant programs to assist state, regional, tribal, and local jurisdictions with planning activities to support the implementation of the NPSBN and improve 911 services. These grants are now closed. Grant applicants should continue to monitor current federal actions affecting broadband and 911 programs funded through the Act.⁴⁰

- ***IPAWS Modernization Act of 2015 and subsequent policies.*** Signed into law in April 2016, Public Law 114-143 calls for the modernization of IPAWS to ensure that under all conditions, the president, federal agencies, and state, local, and tribal governments can alert and warn the civilian population in areas endangered by natural disasters, acts of terrorism, and other man-made disasters or threats to public safety.

The Modernization Act requires IPAWS to be designed to adapt to and incorporate future technologies for communicating directly with the public, provide alerts to the largest portion of the affected population feasible, and improve the ability of remote areas to receive alerts; promote local and regional public and private partnerships to enhance community preparedness and response; provide redundant alert mechanisms; and protect individual privacy.⁴¹

Additionally, the Modernization Act established the IPAWS Subcommittee to develop and submit recommendations for the National Advisory Council (NAC). The NAC provided a report to the FEMA Administrator in February 2019. The FEMA Administrator's Response to the NAC was signed in September 2019, prioritizing recommendations, highlighting current plans, and identifying areas where more resources are required.

Subsequently, the William M. (Mac) Thornberry National Defense Authorization Act for FY 2021 (Public Law 116-283), provided any commercial mobile service licensee electing to transmit emergency alerts may offer subscribers the capability of preventing the subscriber's device from receiving such alerts, or classes of such alerts, other than an alert issued by the president or the

³⁹ For more information on LTE network equipment, see: [nist.gov/ctl/pscr/process-document-nist-list-certified-devices](https://www.nist.gov/ctl/pscr/process-document-nist-list-certified-devices).

⁴⁰ For more information on the 911 Grant Program, visit: 911.gov/projects/federal-funding.

⁴¹ For more information on the IPAWS Modernization Act, see: [congress.gov/bill/114th-congress/senate-bill/1180](https://www.congress.gov/bills/114/congress/senate/bills/1180).

FEMA Administrator.⁴² This change implements new national alerting requirements that supplement requirements in Executive Order 13407—*Public Alert and Warning System* and the IPAWS Modernization Act.

- **PPD–8, National Preparedness.** Signed by the president in March 2011, this directive is aimed at strengthening the security and resilience of the United States through systematic preparation for the threats that pose the greatest risk to the security of the nation. It consists of four main components: *National Preparedness Goal*; National Preparedness System; *National Preparedness Report*; and the Campaign to Build and Sustain Preparedness. The directive emphasizes national preparedness is the shared responsibility of the whole community.⁴³

As a result, many grants that fund emergency communications now require grant applicants to engage the whole community in planning. FY 2022 federal grant programs require applicants to demonstrate how a whole community approach to project planning was used and explain how core capabilities were improved. Applicants are encouraged to engage their community early in project development to ensure they can provide evidence of community involvement in applications, which in turn improves preparedness and response.

Spectrum Issues

The FCC authorizes state, local, and some tribal public safety entities to use specific spectrum bands to operate emergency communications systems. By statute, the FirstNet Authority holds the FCC license for the 700 MHz public safety broadband spectrum to deploy the NPSBN. Grant applicants seeking federal funds for emergency communications projects should be aware of initiatives and actions affecting spectrum use for public safety entities. Applicants should review the following spectrum issues, confirm their proposed projects are consistent with regulatory requirements and initiatives, and consult the appropriate coordinator (e.g., Frequency Coordinator,⁴⁴ SWIC), the FCC, and/or the FirstNet Authority early in the project development process to determine whether the grant applicant will have authority to operate in the desired spectrum, once complete. Key spectrum-related issues are described below:

- **Very High Frequency (VHF)/Ultra-High Frequency (UHF) Narrowbanding.**⁴⁵ The FCC mandated all non-federal LMR licensees operating between 150 and 512 MHz and using 25 kilohertz (kHz) bandwidth voice channels to migrate to 12.5 kHz bandwidth or equivalent efficiency by January 1, 2013. Grant applicants should confirm existing LMR systems are compliant with these narrowbanding requirements and consult with the SWIC and the FCC on any non-compliance issues to avoid admonishment, monetary fines, or loss of license. Grant applicants that have not complied with the FCC narrowband mandate may face limitations on their eligibility for federal funding.⁴⁶ Grant applicants that are operating on 25 kHz bandwidth voice channels pursuant to a waiver should provide a copy of the waiver as well as a description of how the applicant intends to come into compliance upon the expiration of the waiver.
- **4.9 gigahertz (GHz).** The FCC mandated that all incumbent licensees operating in the 4.9 GHz band as of January 18, 2023, submit granular technical data on their existing operations into the

⁴² For more information on the William M. (Mac) Thornberry National Defense Authorization Act for FY 2021, see: congress.gov/bill/116th-congress/house-bill/6395.

⁴³ For more information on PPD-8, see: dhs.gov/presidential-policy-directive-8-national-preparedness.

⁴⁴ For more information on frequency coordinators, see: fcc.gov/general/public-safety-frequency-coordinators.

⁴⁵ For more information on narrowbanding, see: fcc.gov/narrowbanding-overview.

⁴⁶ See “Guidance for licensees for FCC’s narrowband operation requirement” at: fcc.gov/document/guidance-licensees-fccs-narrowband-operation-requirement. Grant applicants with questions on narrowbanding may contact the FCC at ULS support: 1-877-480-3201.

FCC's Universal Licensing System (ULS). Licensees are given at least one year from the publication date of the FCC's order in the Federal Register to submit the data.⁴⁷

In general, grant applicants should consult with the regulatory agency and appropriate state-level points of contact when developing public safety projects to ensure entities are in compliance with federal spectrum initiatives and regulations, and projects will have authority to operate in the designated spectrum.⁴⁸ To assist state, local, tribal, and territorial levels of government, many grants that fund interoperable communications equipment allow grant funds to be used for spectrum-related activities,⁴⁹ including:

- Identification, assessment, coordination, and licensing of new spectrum resources
- Development and execution of spectrum migration plans
- Assessment of current communications assets, services, and capabilities
- Training associated with systems migration to new spectrum allocations
- Replacement of non-compliant communications equipment and services
- Acquiring/upgrading tower sites and facilities needed to comply with spectrum migration⁵⁰
- Reprogramming existing equipment to comply with spectrum migration

Reduction and Streamlining of Grants

Over the past decade, the fluctuation of grants funding emergency communications (e.g., elimination of dedicated funding streams in favor of consolidated programs, required spending on federal priorities) has increased competition for funding. Understanding that grants are in high demand, emergency communications leaders and agencies are strongly encouraged to work with other jurisdictions and disciplines to coordinate resources and projects, facilitate asset-sharing, and avoid duplication of activities. Additionally, when developing funding proposals, grant applicants are advised to work with state-level planning offices to incorporate emergency communications needs into statewide plans and to ensure communications projects are prioritized by states and territories. Applicants are encouraged to:

- Coordinate projects with the SWIC, neighboring jurisdictions, and multiple agencies
- Develop regional, multi-jurisdictional, multi-disciplinary, and cross-border projects to not only promote greater interoperability across agencies, but also to pool grant resources, facilitate asset-sharing, and eliminate duplicate purchases⁵¹
- Leverage assessment data to develop strong statements of need that can be shared with state leaders responsible for prioritizing projects for funding⁵²

⁴⁷ For more information on the FCC updates to 4.9 GHz band rules, see: [fcc.gov/document/fcc-updates-49-ghz-band-rules-seeks-further-comment](https://www.fcc.gov/document/fcc-updates-49-ghz-band-rules-seeks-further-comment).

⁴⁸ Contact the FCC's Public Safety Homeland Security Bureau at pshsinfo@fcc.gov and the FirstNet Authority at info@firstnet.gov.

⁴⁹ While federal licensing fees are generally *not* allowable under most federal grants, public safety entities are often exempt from FCC filing fees. For more information, see: [fcc.gov/licensing-databases/fees](https://www.fcc.gov/licensing-databases/fees).

⁵⁰ Consult the grant officer as some federal grants do not allow construction or ground-disturbing activities.

⁵¹ Applicants should work with SWICs and the FCC to ensure projects do not interfere with the 800 MHz rebanding effort occurring along the U.S.-Canada and U.S.-Mexico borders. For more information on the rebanding process, see: [fcc.gov/general/800-mhz-spectrum](https://www.fcc.gov/general/800-mhz-spectrum). Federal funding may not be allocated to international entities, unless authorized by law, and placement of federally funded equipment on international property may be subject to special terms and conditions. Recipients should work closely with grant officers on these projects.

⁵² Applicants are encouraged to use AARs and similar assessments to demonstrate where there are gaps in emergency communications, and to appeal to state-level leaders for funding to address those gaps.

- Identify additional sources of funding for emergency communications improvements⁵³

3.4 Understand Federal Grant Requirements and Restrictions

Federal Grant Requirements

Emergency communications grants are administered by numerous federal agencies in accordance with various statutory, programmatic, and departmental requirements. Grant applicants are encouraged to carefully review grant guidance to ensure applications meet all grant requirements, including:

- Program goals
- Eligibility requirements
- Application requirements (e.g., due dates, submission dates, matching requirements)
- Allowable costs and restrictions on allowable costs
- Accredited technical standards preferred, required, or allowed under each program, if applicable
- Reporting requirements

Additionally, recipients should be aware of common requirements for grants funding emergency communications,⁵⁴ including:

- **Environmental Planning and Historic Preservation (EHP) Compliance.** Recipients must comply with all applicable EHP laws, regulations, Executive Orders, and agency guidance. Recipients are strongly encouraged to discuss projects with federal grant program officers to understand EHP restrictions, requirements, and review processes prior to starting the project.
- **NIMS.** Homeland Security Presidential Directive 5 (HSPD-5), *Management of Domestic Incidents*, requires the adoption of NIMS to strengthen and standardize preparedness response, and to receive preparedness grant funding. State, local, tribal, and territorial recipients should ensure that they meet, or are working to meet, the most recent NIMS implementation and reporting requirements as described in the applicable Notice of Funding Opportunity and NIMS Implementation Objectives published by FEMA.⁵⁵
- **Stakeholder Preparedness Review (SPR) Submittal.** The Stakeholder Preparedness Review replaces the State Preparedness Report. Section 652(c) of the Post-Katrina Emergency Management Reform Act of 2006 (Public Law 109-295), 6 U.S.C. §752(c), and requires any state, territory, urban area, or tribe that receives federal preparedness assistance administered by DHS to submit an annual SPR to FEMA. The SPR is a self-assessment of a jurisdiction's current capability levels against the targets identified in the THIRA. Jurisdictions use the SPR to estimate their current preparedness capabilities and compare those to their THIRA results to identify gaps. They also use the SPR to identify potential approaches for addressing those capability gaps.

⁵³ For additional sources of funding, see the *List of Federal Financial Assistance Programs Funding for Emergency Communications* or the *Funding Mechanisms Guide for Public Safety Communications*, posted to the SAFECOM website at: cisa.gov/safecom/funding.

⁵⁴ While these are common requirements that affect many emergency communications grants, they may not apply to all grants; applicants should consult their grant guidance and grant officer for specific questions on grant requirements.

⁵⁵ The NIMS Implementation Objectives reflect the concepts and principles contained in NIMS and clarify the NIMS implementation requirements in FEMA preparedness grant Notices of Funding Opportunity. As recipients and subrecipients of federal preparedness (non-disaster) grant awards, jurisdictions and organizations must achieve, or be actively working to achieve, all of the NIMS Implementation Objectives. Additional NIMS implementation guidance can be found at: fema.gov/emergency-managers/nims/implementation-training.

- **Threat and Hazard Identification and Risk Assessment.** Since 2019, DHS/FEMA has required Homeland Security Grant Program (State Homeland Security Program and Urban Area Security Initiative), Tribal Homeland Security Grant Program, and Emergency Management Performance Grant Program recipients to complete a THIRA report every three years (previously, a THIRA was required annually). Grant recipients are also required to submit an SPR annually. Communities use the THIRA process to better understand their risks and determine the level of capabilities needed to address those risks. Through the THIRA process, communities set goals for building and sustaining their capabilities. It results in whole community-informed capability targets and resource requirements necessary to address anticipated and unanticipated risks.⁵⁶

Developing and updating an effective THIRA/SPR requires active involvement from the whole community. This can result in more complete, accurate, and actionable assessments and planning efforts. Therefore, recipients should actively engage a wide variety of stakeholders in the THIRA/SPR process. Emergency communications subject matter experts should be involved in the THIRA/SPR process and provide input as appropriate, including but not exclusive to the potential impacts of threats and hazards on emergency communications. For additional information, refer to each grant program's Notice of Funding Opportunity or the *Preparedness Grants Manual*⁵⁷ for reporting requirements, including the THIRA/SPR. Grant recipients participating in risk assessments are strongly encouraged to:

- Analyze communications gaps, excesses, and deficiencies within the state regularly
 - Utilize THIRA to identify communications-specific threats and hazards and set core capability targets identified in the *National Preparedness Goal*
 - Ensure THIRA updates include outcomes as stated in program guidance
 - Assist with the development of the SPR
- **Nationwide Cybersecurity Review.** Recipients and subrecipients of State Homeland Security Program and Urban Area Security Initiative awards are required to complete the Nationwide Cybersecurity Review, enabling agencies to benchmark and measure progress of improving their cybersecurity posture. The Chief Information Officer (CIO), Chief Information Security Officer (CISO), or equivalent of each recipient and subrecipient should complete the Nationwide Cybersecurity Review. If there is no CIO, CISO, or equivalent, the most senior cybersecurity professional should complete the assessment.⁵⁸
 - **Reporting.** Federal agencies are improving how they demonstrate the impact and effectiveness of federal grant programs. As a result, recipients may be required to report project-level information, performance measurement data, detailed financial reports, and progress reports. Recipients are encouraged to use existing documentation and data (e.g., SCIPs, AARs, assessments) to measure performance and demonstrate how gaps in capabilities will be/were addressed through federal grant funding. Recipients are strongly encouraged to:
 - Develop performance measures at the start of the grant
 - Include interval performance measures and milestones to gauge project progress
 - Track performance and report the impact of funds on emergency communications
 - Include metrics on improvements in interval and final grant reports

⁵⁶ For additional information on the THIRA process, see: fema.gov/emergency-managers/national-preparedness/goal/risk-capability-assessment.

⁵⁷ DHS/FEMA developed a *Preparedness Grants Manual* to guide grant applicants and recipients on how to manage their grants and other resources, available at: fema.gov/grants/preparedness/manual.

⁵⁸ The Nationwide Cybersecurity Review is completed on the Multi-State Information Sharing and Analysis Center. For more information, visit cisecurity.org/ms-isac/services/ncsr or email ncsr@cisecurity.org.

Recipients should ensure all grant requirements are met and that they can implement the project as proposed and within the grant period of performance; properly manage grant funding; fulfill grant reporting requirements; and comply with federal grant restrictions.

Federal Grant Restrictions

Recipients should be aware of common restrictions on federal grant funding and should consult the grant officer with any questions, particularly as requirements vary by program.

- **Commingling or Duplication of Funds.** Since multiple agencies are involved in communications projects, projects are often funded with multiple grant programs, creating a risk of commingling and duplication. Recipients must ensure federal funds are used for purposes that were proposed and approved and have financial systems in place to properly manage grant funds. Recipients cannot commingle federal sources of funding. In addition, federal funds cannot purchase or pay for the same cost or activity already paid for from another source of funding (e.g., insurance claim). This is referred to as a prohibition on the duplication of benefits or “double-dipping.” The accounting systems of all recipients and sub-recipients must ensure federal funds are not commingled with funds from other awards or federal agencies, nor duplicate benefits.
- **Cost Sharing/Matching Funds.** Recipients must meet all matching requirements prescribed by the grant. If matching funds are required, grant recipients must provide matching funds or in-kind goods and services that must be:
 - o Allowable under the program and associated with the investment
 - o Applied only to one federal grant program
 - o Valued at a cost that is verifiable and reasonable
 - o Contributed from non-federal sources
 - o Treated as part of the grant budget
 - o Documented the same way as federal funds in a formal accounting system
- **Funding and Sustaining Personnel.** In general, the use of federal grant funding to pay for staff regular time is considered personnel and may be allowable. Recipients are encouraged to refer to the applicable grant program guidance and develop a plan to sustain critical communications positions in the event federal funds are not available to support the position in future years.
- **Supplanting.** Most grant funds cannot supplant (or replace) funds previously funded or budgeted for the same purpose. Most federal grants funding emergency communications restrict recipients from hiring personnel for the purposes of fulfilling traditional public safety duties or to supplant traditional public safety positions and responsibilities. Review applicable grant program guidance for specific rules on supplanting.

4. Eligible Activities

The following section details eligible emergency communications activities commonly funded by federal grants, including Personnel and the four common cost categories: Planning and Organization, Training, Exercises, and Equipment.⁵⁹ Grant applicants seeking to improve interoperable emergency communications are encouraged to allocate grant funding to these activities but must consult the specific grant guidance for allowable costs.

The intent of this section is to raise awareness as to the types of costs that can be covered under most federal grants funding emergency communications. However, applicants should note all activities listed in this section may not be eligible for funding under all grant programs. Applicants should read each grant program's guidance and related information carefully to ensure activities proposed are eligible under the program before developing or submitting applications.

4.1 Personnel

Many federal grants allow recipients to hire full- or part-time staff, contractor staff, or consultants to assist with emergency communications planning, training, and exercise activities.⁶⁰ Allocating funding toward personnel helps ensure grants and grant-funded projects are managed, state-level planning meetings are attended, emergency communications needs are represented, and plans are completed. Personnel can be hired to develop and conduct training and exercises, and to complete AARs.

Eligible Personnel Costs

- **Personnel to assist with planning.** Full- or part-time staff, contractors, or consultants may be hired to support emergency communications planning activities, including:
 - Statewide, local, tribal, territorial, or regional interoperability coordinator(s)
 - Project manager(s)
 - Program director(s)
 - Emergency communications specialists (e.g., frequency planners, radio technicians, cybersecurity technologists)
- **Personnel to assist with training.** Full- or part-time staff, contractors, or consultants may be hired to support emergency communications training activities, including personnel who can:
 - Assess training needs
 - Develop training curriculum
 - Train the trainers
 - Train emergency responders
 - Promote cross-training and continuous training to address changes in the workforce
 - Ensure personnel are proficient in using existing and new technologies
 - Develop exercises to test training
 - Support training conferences
 - Develop and implement a curriculum covering technical issues raised by broadband and other technologies
 - Address continuity of operations planning requirements

⁵⁹ The general cost categories for grants include Planning, Organization, Equipment, Training, and Exercises (POETE). Some grants do not provide a category for Organizational costs but allow organizational costs to be included under the Planning cost category. Applicants should be aware that emergency communications personnel, planning, and organizational costs are often allowable under the Planning cost category for grants.

⁶⁰ Typically, the use of federal grant funding to pay for staff or contractor regular time is considered personnel.

- o Serve as subject matter experts (e.g., environmental engineers, grant administrators, financial analysts, accountants, attorneys)
- **Personnel to assist with exercises.** Full- or part-time staff, contractors, or consultants may be hired to support exercises. This includes personnel who will:
 - o Assess immediate needs and future requirements
 - o Plan and conduct in-person or virtual exercises in accordance with NIMS and the Homeland Security Exercise and Evaluation Program (HSEEP)
 - o Implement NECP goals, objectives, and success indicators
 - o Lead After-Action Conferences and prepare AARs

Additional Requirements and Recommendations for Personnel Activities

Grant recipients should be aware of common restrictions on federal grant funding for emergency communications personnel.

- **Sustaining Grant-Funded Positions.** Recipients should ensure funding for critical communications positions is sustained after the grant period of performance has ended and core capabilities are maintained.
- **Overtime.** Some federal grants permit the use of funds for overtime related to training. These expenses are limited to additional costs that result from personnel working more than 40 hours per week as a direct result of their attendance at approved activities (e.g., emergency communications training and exercises).
- **Backfill-related Overtime.** Some federal grants allow funds to be used for backfill-related overtime. These expenses are limited to personnel who work overtime to perform duties of other personnel who are temporarily assigned to grant-funded activities (e.g., to attend approved, grant-funded emergency communications training or exercises). These costs are calculated by subtracting the non-overtime compensation, including fringe benefits of the temporarily assigned personnel, from the total costs for backfilling the position. Recipients should ensure grant funds can be used for overtime and consult their grant officer to correctly calculate overtime expenses.

4.2 Planning and Organization

Allocating grant funding for planning helps entities identify and prioritize needs, define capabilities, update preparedness strategies, refine communications plans, identify where resources are needed most, and deliver preparedness programs across multiple jurisdictions, disciplines, and levels of government. Grant recipients are strongly encouraged to assess needs before planning projects, and to carefully plan projects before purchasing equipment.

Eligible Planning and Organization Costs

- **Development or enhancement of interoperable emergency communications plans.** Grant funds may be used to develop or enhance interoperable communications plans and align plans to the strategic goals, objectives, and recommendations set forth in the NECP. Examples of emergency communications plans include:
 - o Plans to implement and measure the NECP
 - o SCIPs
 - o TICPs, FEMA RECPs, or other tactical or regional communications plans
 - o Disaster emergency communications plans

- o Communications system lifecycle planning, including migration planning and use of the *Emergency Communications System Lifecycle Planning Guide*⁶¹
 - o Plans for narrowband conversion and compliance
 - o Plans for broadband integration with broader communications capabilities
 - o Planning for SCS projects to share communications and infrastructure resources with partners
 - o Stakeholder statements of need and concept of operations (CONOPS)
 - o As-is and proposed enterprise architectures
 - o System engineering requirements
 - o Acquisition planning for the procurement of systems or equipment
 - o Planning for continuity of communications, including backup solutions, if primary systems or equipment fail (e.g., contingency and strategic planning)
 - o Planning for training and exercises
 - o Identifying physical and cyber security measures for communications networks and systems
 - o Planning activities for the transition of 911 to NG911 (e.g., *NG911 Self-Assessment Tool*)⁶²
 - o Planning for transitions to AES 256-bit encryption and comprehensive encryption key management capabilities for LMR systems
 - o Planning for cross jurisdictional alerting
 - o Plans for issuing alerts, warnings, and notifications (e.g., Wireless Emergency Alerts)
- **Engagement of federal, state, local, tribal, territorial, private, and public sector entities in planning.** Many federal grants require engagement of the whole community in planning to adequately assess and address needs and to implement the National Preparedness System. The *National Preparedness Goal* and the National Preparedness System concepts, as described in PPD–8, recognize the development and sustainment of core capabilities are not exclusive to any single level of government or organization, but rather require combined efforts of the whole community.⁶³ Coordination and planning benefit from including a variety of traditional and non-traditional entities supporting public safety, such as tribes, medical facilities, alerting authorities, nongovernmental organizations, public works, utilities, forestry services, military, private sector, and the American Red Cross. Including these under-represented organizations or sectors will assist with the development of strategic, operational, and contingency plans. As a result, the following activities are often supported through federal grants funding emergency communications:
 - o Conducting conferences and workshops to receive input on plans
 - o Meeting expenses related to planning
 - o Public education and outreach on planning
 - o Travel and supplies related to planning or coordination meetings
 - o Attending planning or educational meetings on emergency communications
- **Establishment or enhancement of communications interoperability governing bodies.** Strong governance structures and leadership are essential to effective decision-making, coordination, planning, and managing of emergency communications initiatives. Grant funds may be used to establish, update, or enhance statewide, regional (e.g., multi-state, multi-urban area), or local governing bodies. Eligible activities may include:
 - o Developing MOUs and Memoranda of Agreement (MOA) to facilitate participation in planning and governance activities

⁶¹ For guidance on emergency communications system lifecycle planning, see: cisa.gov/safecom/funding.

⁶² SAFECOM/NCSWIC developed a dynamic *NG911 Self-Assessment Tool* for use by state, regional, and local emergency communications centers (ECCs)/public safety answering points (PSAPs) personnel. For more information or to download this tool, see: 911.gov/projects/ng911-self-assessment-tool.

⁶³ Core capabilities include Prevention, Protection, Mitigation, Response, and Recovery, and are further defined in the *National Preparedness Goal* on the FEMA website at: fema.gov/emergency-managers/national-preparedness/goal.

- o Meeting or workshop expenses associated with receiving input on plans or supporting a funded activity
- o Increasing participation in governing bodies through public education and outreach
- o Travel and supplies for governing body meetings
- o Attending planning or educational meetings on emergency communications
- o Developing SOPs or templates to provide access to and use of resources
- o Continued broadband planning and coordination efforts
- o Ensuring coordination between traditional governance programs and other decision-making offices, bodies, and individuals that oversee new technology deployments in states, territories, localities, and tribes
- **Development of emergency communications assessments and inventories.** Grant recipients are encouraged to allocate grant funding to planning activities, such as assessments of:
 - o Technology capabilities, infrastructure, and equipment (e.g., updating the CASM Tool, creating LMR, LTE, and 5G fleet maps, *NG911 Self-Assessment Tool*)
 - o SOPs, coordination of interoperability channels, and regional response plans
 - o Training and exercises
 - o Spectrum regulatory compliance assessments and system coverage analysis
 - o Cost maintenance modeling for equipment and usage
 - o Implementation and maintenance of identity, credential, and access management (ICAM) capabilities, including phishing resistant MFA solutions
- **Development or enhancement of interoperable emergency communications protocols.** Funds may be used to enhance multi-jurisdictional and multi-disciplinary common planning and operational protocols, including the development or update of:
 - o SOPs, shared channels and talk groups, and the elimination of coded substitutions (i.e., developing and implementing common language protocols)
 - o Partnership agreements, MOUs, and cross-state border agreements
 - o Plans to integrate SOPs across disciplines, jurisdictions, levels of government, and with private entities, as appropriate, and into mutual aid agreements
 - o Response plans to specific disaster or emergency scenarios
 - o Field Operations Guides and templates for Field Operations Guides
- **Planning activities for emerging technologies.** Grant funds may be used to plan for the operationalization of NPSBN/FirstNet, other public safety broadband capabilities, and advanced technologies. Activities may include:
 - o Defining users' immediate technology needs and future requirements
 - o Updating SCIPs to incorporate high-level goals and initiatives
 - o Developing plans to optimize broadband use in support of public safety operations
 - o Continued collection of broadband usage data, use cases, and needs analyses
 - o Developing agreed-upon standards for the use of common applications to promote enhanced level of situational awareness
 - o Preliminary planning for implementation, operations, policy, acquisition, and tactical integration of technologies
 - o Conducting assessments of cyber risks and strategies to mitigate vulnerabilities before the deployment of IP-based networks

- o Implementing ICAM solutions to address growing data management, interoperability, and cybersecurity challenges, with consideration for federated solutions, such as the *Trustmark Framework*⁶⁴
- o Collecting and reporting granular 4.9 GHz technical and licensing data per the FCC's rules
- o Enhancing LMR encryption interoperability and capabilities through comprehensive transition to P25 AES-256 encryption with effective encryption key management
- **Use of priority service programs.** Grant funds may be used to assist priority service planning and engineering, and to facilitate participation in federal priority service programs,⁶⁵ including:
 - o Government Emergency Telecommunications Service (GETS)
 - o Wireless Priority Service (WPS)
 - o Telecommunications Service Priority (TSP)
- **Use of alerts, warnings, and notifications.** Grant funds may be used to acquire mass notification alert systems that include IPAWS⁶⁶:
 - o Emergency Alert System (EAS)
 - o Wireless Emergency Alerts (WEA)
 - o National Oceanic and Atmospheric Administration (NOAA) Non-Weather Emergency Messages via National Weather Service All Hazards Weather Radio
 - o Internet-based services
 - o Unique and local alerting systems

In addition to distributing Awns through EAS, WEA, and NOAA Weather Radio, IPAWS supports Internet-based products and services that redistribute alerts via the IPAWS All Hazards Information Feed. Examples include digital signage, wireless device applications, desktop alerting, assistive devices, and siren systems.

Additional Requirements and Recommendations for Planning Activities

Additional activities in support of federal planning initiatives include updating and submitting a SPR, THIRA, and SCIP, as well as demonstrating NIMS implementation.⁶⁷

4.3 Training

Eligible Training Costs

Recipients are encouraged to allocate federal grant funds to support emergency communications and incident response training. Communications-specific training activities should be incorporated into statewide training and exercise plans and be reflected in SCIPs. Recipients should continue to train and improve efficiency on LMR systems as it is necessary to ensure public safety officials can achieve mission critical voice communications. As public safety agencies integrate other communications technologies into operations, the need for training becomes even more critical to ensure response personnel are maximizing all capabilities. Training projects should be consistent with the NECP priorities and address gaps identified through SCIPs, TICPs, AARs, and other assessments. Training reinforces

⁶⁴ For more information on ICAM and the *Trustmark Framework*, see: cisa.gov/safecom/icam.

⁶⁵ For more information on priority services, see: cisa.gov/resources-tools/programs/priority-telecommunications-services.

⁶⁶ For more information on IPAWS, see: fema.gov/emergency-managers/practitioners/integrated-public-alert-warning-system.

⁶⁷ For more information on the *Preparedness Grants Manual*, see: fema.gov/grants/preparedness/manual.

SOPs and proper equipment use and proficiency by personnel. Grant recipients are strongly encouraged to include training in projects that involve new SOPs or equipment purchases.

- **Development, delivery, attendance, and evaluation of training.**⁶⁸ Grant funds may be used to plan, attend, and conduct communications-specific training workshops or meetings to include costs related to planning, meeting space, and other logistics costs, facilitation, travel, and training development. Communications-specific training should focus on the following:
 - Use of SOPs and other established operational protocols (e.g., common language)
 - NIMS/ICS training
 - Any ICS Communications Unit/Information Technology Service Unit position-specific training (e.g., COML, COMT, ITSL, ITSS, RADO, INTD, AUXCOMM, INCM)
 - Information for elected officials and decision-makers to understand public safety communications and requirements
 - Use of equipment and advanced data capabilities (e.g., voice, video, text)
 - Disaster preparedness
 - Peer-to-peer training
 - Regional (e.g., multi-state, multi-urban area) operations
 - Population or updates of CASM Tool
 - Integration of technologies (e.g., NG911, broadband, AWW capabilities, 5G) into public safety operations
 - Cybersecurity and physical security education
- **Expenses related to training.** Many federal grants allow expenses related to training, including:
 - Travel
 - Public education and outreach on training opportunities
 - Supplies related to training (e.g., signs, badges, materials)
 - Software programs and applications to enable remote learning

Additional Requirements and Recommendations for Training Activities

Recipients should target funding toward certified emergency communications activities, including:

- **NIMS Implementation.**⁶⁹ State, local, tribal, and territorial entities must adopt NIMS as a condition of many federal grants. Given that implementation of NIMS requires certain training courses, recipients may target funding towards NIMS-compliant training.
- **Completion of Communications Unit Leader/Information Technology Service Unit Leader and other ICS Communications Unit/Information Technology Service Unit Training.** CISA, in partnership with FEMA's National Integration Center, the DHS Science and Technology Directorate, and practitioners from across the country, developed performance and training standards for the All-Hazards COML/ITSL and formulated a curriculum and comprehensive All-Hazards COML/ITSL Course. Recipients should target grant funding toward this training to improve on-site communications during emergencies, as well as satisfy NIMS training requirements.

⁶⁸ DHS training catalogs are available at: dhs.gov/training-technical-assistance. CISA Service Catalog is available at: cisa.gov/resources-tools/services. The federal-sponsored and state-sponsored course catalogs can be found at: firstrespondertraining.gov/frts/.

⁶⁹ NIMS is a national framework for response that requires state, local, tribal, and territorial stakeholders to adopt a national ICS, complete certified training, and integrate the framework into state and local protocols. For more information on NIMS training, see: fema.gov/emergency-managers/nims.

- **Recommended 911 Minimum Training for Telecommunicators.** The National 911 Program facilitated a project to establish universally accepted minimum training guidelines to be used for aspiring and current 911 telecommunicators, and to provide the foundation for ongoing professional development. The [Recommended Minimum Training Guidelines](#) identify the minimum topics to be included in any telecommunicator training program.

4.4 Exercises

Exercises should be used to demonstrate and validate skills learned in training and to identify gaps in capabilities. To the extent possible, exercises should include participants from multiple jurisdictions, disciplines, and levels of government and include emergency management, emergency medical services, fire services, law enforcement, public safety telecommunicators, interoperability coordinators, key information technology and cybersecurity personnel, public health officials, hospital officials, officials from colleges and universities, and other disciplines and private sector entities, as appropriate. Findings from exercises can be used to update programs to address gaps in emergency communications and emerging technologies, policies, and partners. Recipients are encouraged to increase awareness and availability of emergency communications exercise opportunities across all levels of government.

Eligible Exercise Costs

- **Design, development, execution, and evaluation of exercises.** Grant funds may be used to design, develop, conduct, and evaluate interoperable emergency communications exercises, including tabletop and functional exercises. Activities should focus on:
 - Use of new or established operational protocols, SOPs, and equipment
 - Regional (e.g., multi-state, multi-jurisdictional) participation
 - Integration of broadband services, devices, and applications into public safety operations⁷⁰
- **Expenses related to exercises.** Many federal grants allow for expenses related to exercises, including:
 - Meeting expenses for planning or conducting exercises
 - Public education and outreach
 - Travel and supplies

Additional Requirements and Recommendations for Exercise Activities

Recipients should target funding toward federal exercise initiatives, including participation in the communications components of the National Level Exercises and the following:

- **Management and execution of exercises in accordance with HSEEP.** The HSEEP library provides guidance for exercise design, development, conduct, and evaluation of exercises, as well as sample exercise materials.⁷¹
- **Implementation of NIMS.** HSPD-5 requires all federal departments and agencies to adopt NIMS and use it in their individual incident management programs and activities, including all preparedness grants for state, local, tribal, and territorial recipients. DHS/FEMA recipients should

⁷⁰ The FirstNet Authority developed the Broadband Exercise Inject Catalog, providing realistic, consistent, and accurate exercise questions and injects to promote integrating wireless broadband capabilities into public safety training opportunities. The catalog is compatible with HSEEP Master Scenario Events List templates, easily searchable, and can be used for both discussion-based and operations-based exercises. Email the FirstNet Authority at FirstNetExercises@firstnet.gov to receive the latest version of the Broadband Exercise Inject Catalog.

⁷¹ HSEEP resources are available at: fema.gov/emergency-managers/national-preparedness/exercises/hseep.

review NIMS implementation criteria at: [fema.gov/emergency-managers/nims](https://www.fema.gov/emergency-managers/nims), and ensure all federally funded training and exercise activities align with NIMS standards.

- **Coordination with state-level partners.** Communications-specific exercise activities should be coordinated with the SIGB or SIEC and SWIC to facilitate participation by appropriate entities (e.g., public safety, utilities, private sector, federal agencies) and resources (e.g., deployable assets).

4.5 Equipment

Emergency management and response providers must regularly maintain communications systems and equipment to ensure effective operation, as well as upgrade their systems when appropriate. Grant recipients are strongly encouraged to invest in accredited technical standards-based equipment that supports statewide plans for improving emergency communications and interoperability among systems.

*Eligible Expenses*⁷²

- **Design, construction,⁷³ implementation, enhancement, replacement, maintenance, and disposition of emergency communications systems and equipment, including:**
 - System engineering requirements
 - As-is and proposed enterprise architectures
 - Interoperability feature, function, and capability verification and validation testing plans
 - System lifecycle plans
 - Migration to approved, open architecture, accredited standards-based technologies (e.g., P25 AES encryption)
 - Integration of existing capabilities and advanced technologies (e.g., multi-band/multi-mode capable radio, Internet of Things devices, Artificial Intelligence, Machine Intelligence, and data science solutions)
 - Integration of cybersecurity tools and services (e.g., cyber appliance insertion, taps and probes, firewalls, security information and event management, malware protection, two-factor authentication, web application firewalls, hardware and software implementation)
 - Analysis and monitoring of cybersecurity and physical security risks
 - Project management costs associated with systems and equipment
 - Procurement of technical assistance services for management, implementation, and maintenance of communications systems and equipment
 - Reimbursement of cellular and satellite user fees when used for backup communications
- **Use of narrowband equipment.** The FCC mandated all non-federal LMR licensees operating between 150 and 174 MHz, 421–470 MHz, and using 25 kHz bandwidth voice channels to migrate to 12.5 kHz bandwidth or equivalent efficiency by January 1, 2013 (except where narrowband waivers have been permitted). Grant recipients operating wideband pursuant to a waiver should prepare existing systems for eventual compliance upon the expiration of the waiver by prioritizing grant funding, where allowable, toward the following:
 - Replacing non-compliant equipment
 - Acquiring/upgrading additional tower sites to maintain coverage after conversion
 - Reprogramming existing equipment to operate in compliance with the FCC's rule

⁷² While activities listed are generally allowable for traditional LMR investments, these activities may be restricted for broadband-related investments. Applicants are strongly encouraged to consult their federal granting agency before developing broadband proposals for funding to determine if those activities are allowable under the grant.

⁷³ Not all federal grants permit construction-related activities. Consult the grant officer to determine whether construction activities are allowed. For grants that support construction-related activities, see applicable EHP requirements to select construction-related activities in this guidance.

- **Site upgrades for emergency communications systems.**
 - Installing or expanding battery backup, generators, solar panels, fuel systems, or grounding systems
 - Evaluating existing shelter space for new communications equipment
 - Conducting tower loading analysis to determine feasibility of supporting new antennas and equipment, as well as tower hardening or replacement to withstand harsh environmental conditions
 - Analyzing site power and grounding systems to determine upgrades needed for additional communications equipment
 - Analyzing physical site security provisions for upgrades and enhancements (e.g., fences, lighting, alarm systems, surveillance cameras, shelter access hardening, protective measures, monitoring, smart cards, biometrics or keyless entry systems)
 - Evaluating and upgrading Public Safety Answering Points, Emergency Communications Centers, and other 911 infrastructure sites to determine requirements and deploy hardware and software upgrades
- **Upgrading connectivity capabilities for emergency communications systems.**
 - Documenting existing wireline and wireless backhaul resources to determine used and excess capacity (e.g., connectivity type of either fiber, wireless, or cable at communications sites and existing public safety facilities)
 - Analyzing existing IP backbone to determine gaps in supporting high bandwidth public safety communications systems access, connectivity, and applications
 - Planning and modeling network capacity to ensure backhaul links and aggregation points are appropriately provisioned
 - Upgrading existing backbone to support advanced Quality of Service capabilities
 - Installing fiber optic connections and microwave connectivity to support enhanced communications, networking capabilities, and redundancy requirements
 - Ensuring robust cybersecurity protocols and physical security protections are in place
 - Assessing and documenting usage of wireless communications capabilities including:
 - Mobile data systems facilitated through government-owned or commercial services
 - Applications
 - Devices or platforms supported
 - Speed/capacity
 - Accessible data
 - Redundancy and resiliency of systems or services
 - Cost of services and systems
 - Existing gaps in capabilities, connectivity, coverage, or application support
 - Standards-based mission critical solutions, including voice, video, and data
- **Purchase of:**
 - Standards-based interoperable communications equipment listed on the Authorized Equipment List (AEL)⁷⁴
 - P25 standards-compliant radio equipment listed on the P25 CAP Approved (Grant-Eligible) Equipment List⁷⁵
 - Broadband user equipment on the NIST List of Certified Devices⁷⁶

⁷⁴ For a list of equipment typically allowed by DHS/FEMA grants, see: [fema.gov/grants/tools/authorized-equipment-list](https://www.fema.gov/grants/tools/authorized-equipment-list). The AEL consists of 21 equipment categories further divided into sub-categories and individual items.

⁷⁵ For a list of P25 compliant radio equipment, see: [dhs.gov/science-and-technology/approved-grant-eligible-equipment](https://www.dhs.gov/science-and-technology/approved-grant-eligible-equipment).

⁷⁶ For a list of NIST certified devices, see: [nist.gov/ctl/pscr/process-document-nist-list-certified-devices](https://www.nist.gov/ctl/pscr/process-document-nist-list-certified-devices).

- Broadband applications, services, and equipment that meet appropriate protocols and standards for access to, use of, or compatibility with the NPSBN/FirstNet⁷⁷
- Broadband data and voice cache communications capabilities (e.g., in-vehicle routers, Wi-Fi hotspots, private 5G, multi-access edge computing, and other devices) that augment network access and enable operations in areas where network coverage is challenging or there is an increased need for access and throughput
- Ancillary equipment to facilitate planning and implementation of interoperable public safety grade communications systems and capabilities (e.g., radio frequency and network test equipment including handheld spectrum analyzers, cable testers)
- Software that is IPAWS-compliant to issue alerts, warnings, and notifications to the public
- Physical security equipment (e.g., biometric accesses control systems, door locks)
- Cybersecurity equipment (e.g., cyber appliances, taps and probes, phishing resistant hardware authenticators)
- Auxiliary communications equipment (e.g., amateur radios, HF, SHARES radios and gateways, satellite devices)

Additional Requirements and Recommendations for Equipment Purchases

Recipients should anticipate additional requirements when purchasing equipment with federal grant funds, including:

- **Assignment of full-time Statewide Interoperability Coordinator.** DHS/FEMA requires all states and territories that use Homeland Security Grant Program funds to designate a full-time SWIC who has the authority and resources to actively improve interoperability with emergency management and response agencies across all levels of government. Responsibilities include establishing and maintaining statewide plans, policies, and procedures, and coordinating decisions on communications investments funded through federal grants. SWIC status information will be maintained by CISA and verified by FEMA through programmatic monitoring activities for DHS/FEMA grant recipients.
- **Coordination with statewide emergency communications leaders.** Recipients are strongly encouraged to coordinate with the SWIC, other emergency communications governance bodies and leadership, and appropriate state, local, tribal, and territorial partners to ensure consistency with statewide plans, and compatibility among existing and proposed emergency communications systems.
- **Compliance with technical standards.** DHS/FEMA recipients must ensure all grant-funded equipment complies with technical standards in the *SAFECOM Guidance Appendix B*, unless otherwise noted in a program's grant guidance.⁷⁸ Other federal grants require recipients to explain how their procurements will comply with applicable technical standards for LMR, IP-based systems, and alert and warning systems or provide compelling reasons for using non-standards-based solutions. Recipients should document all purchases and evidence of compliance with standards-based requirements and verify compliance and interoperability through comprehensive testing.

⁷⁷ For a full list of broadband applications, services, and equipment that meet appropriate protocols and standards for access to, use of, or compatibility with the NPSBN/FirstNet, go to [FirstNet.com](https://firstnet.com) or contact the FirstNet Authority at info@firstnet.gov.

⁷⁸ Technical standards and requirements vary among federal grant programs (especially grants funding research and testing). Applicants should review grant guidance to ensure specific standards, terms, and conditions are met. DHS/FEMA grant recipients must adhere to compliance requirements specified in *SAFECOM Guidance Appendix D*.

- **Compliance with FCC Requirements.** Applicants are encouraged to consult with the FCC during application development to determine whether projects will be able to access the appropriate spectrum for planned operations or if a waiver is needed. Contact the FCC at PSHSBinfo@fcc.gov.
- **Compliance with federal EHP laws and policies.** Recipients must ensure federally-funded projects comply with relevant EHP laws. Construction and installation of communications towers and other ground-disturbing activities frequently require EHP review. Each agency (and sometimes each program) has its own EHP compliance process. Recipients should discuss proposed construction-related activities with federal granting agencies *before* beginning work to determine whether proposed activities are allowed, and to determine if proposed activities are subject to EHP review.⁷⁹
- **Adoption of new technologies.** Recipients are encouraged to migrate to approved, open architecture, accredited standards-based systems and to integrate existing and other advanced technologies, applications, and software (e.g., multi-band/multi-mode capable radio) to expand disaster communications capabilities among emergency response providers.
- **Sustainment of current LMR capabilities.** Grant recipients are strongly encouraged to sustain current LMR capabilities for mission critical voice capabilities so that systems continue to deliver highly available and reliable communications.
- **Compliance with federal procurement requirements.** As a condition of funding, recipients agree to comply with federal procurement requirements. Recipients are responsible for ensuring open and competitive procurements, subject to the specific programmatic requirements of the grant, and applicable state or local procurement requirements. Recipients are required to have written procurement policies in place, are encouraged to follow the same policies and procedures it uses for procurement from its non-federal funds, and should include any clauses required by the federal government. The following are key procurement tenets when using federal funds:
 - Procurement transactions should be conducted to ensure open and free competition
 - Recipients/sub-recipients may not supplant, or replace, non-federal funds that are already budgeted or funded for a project
 - Recipients/sub-recipients should avoid non-competitive practices (e.g., contractors that developed the specifications for a project should be excluded from bidding)
- **Compliance with covered telecommunications restrictions.** Grant recipients should be aware of restrictions on the procurement and use of certain covered telecommunications equipment as a result of the John S. McCain National Defense Authorization Act of 2019 and subsequent legislation. In compliance with the Act, federal grant funds obligated by executive agencies may not be used to procure, obtain, extend, renew, or enter into a contract with certain covered telecommunications providers. The FCC maintains the list of communications equipment and service providers deemed threats to U.S. national security at fcc.gov/supplychain/coveredlist.
- **Promotion of regional capabilities.** Grant recipients should coordinate and collaborate with agencies from neighboring municipalities, counties, intra-state regions, contiguous states, and interstate regions to facilitate regional operable and interoperable solutions, including shared solutions.
- **Development of communications system lifecycle plans.** Emergency responders must upgrade and maintain communications systems to ensure effective operation. Some programs require

⁷⁹ To learn more about federal EHP requirements, see the Council on Environmental Quality Regulations, [40 CFR Part 1500-1508](#), or the U.S. Department of Energy website at: energy.gov/nepa/downloads/40-cfr-1500-1508-ceq-regulations-implementing-procedural-provisions-nepa-ceq-1978.

recipients to submit system lifecycle plans for equipment purchased with federal grant funds. As a result, recipients should develop a system lifecycle plan for any communications system.

- **Understanding of cost share.** Federal grants often require recipients to provide a percentage of the total costs allocated to equipment. Federal funds cannot be matched with other federal funds, but can be matched through state, local, tribal, or territory cash and in-kind contributions. Match requirements are often waived for ancillary territories. Grant recipients should refer to the applicable grant guidance and consult the awarding agency with any questions regarding cost share requirements.

5. Emergency Communications Systems and Capabilities

Emergency communications are accomplished through many technologies, each with varying capabilities, standards, and features. As the public safety community adopts new technologies, LMR will remain an important tool for mission critical voice communications for emergency responders in the field for many years to come. Successful future planning requires a multi-path approach in maintaining LMR systems' operability and interoperability while planning and deploying new emergency communications technologies. As such, grant recipients should invest in sustaining LMR capabilities while also planning for new technologies.

As LMR and IP-based technologies continue to become integrated with one another, interoperability and cybersecurity are increasingly important. When procuring equipment or software for emergency communications systems, grant recipients are strongly encouraged to purchase standards-based technologies to facilitate interoperability and security among jurisdictions and disciplines at all levels of government. Table 2 provides best practices for promoting interoperability and security in several types of emergency communications capabilities. For detailed standards and resources for each system type, refer to Appendix B.

Table 2. Best Practices when Purchasing Emergency Communications Capabilities

Systems	Best Practices
Land Mobile Radio	- Review P25 accredited technical standards for LMR and the P25 Steering Committee Approved List of Accredited Technical Standards - Select P25 Compliance Assessment Program (P25 CAP) approved equipment - Obtain documented evidence of P25 CAP compliance; in the absence of testing information on the P25 Compliance Assessment Bulletins, entities should request results of applicable test procedures identified in the P25 standards list - Ensure additional features purchased are P25 compliant (e.g., AES 256 encryption) - Avoid non-standard and proprietary features, but if necessary, ensure features are identified and understand impacts on operability and interoperability - Provide written justification for non-compliant P25 purchases
Public Safety Broadband	Seek guidance from the FirstNet Authority on how to best incorporate broadband communications into a public safety entity's communications ecosystem
Alerts, Warnings, and Notifications	- Read the IPAWS Best Practices and consult with IPAWS Program Management Office for compatible alert origination software tools - Reference the IPAWS Program Planning Toolkit - Review the IPAWS list of critical capabilities and recommended features of an alert origination software tool - Ensure software tool compliance with the IPAWS CAP Profile and support of a testing environment - Complete the IPAWS Memorandum of Agreement process
911 Systems	- Discover standards through the NG911 Standards Identification and Review - Use the NG911 Self-Assessment Tool to determine NG911 maturity state - Consider SAFECOM and NCSWIC NG911 transition guidance for next steps - Select IP-enabled, accredited standards-based 911 equipment and software
Data Exchange and Information Sharing Environment	- Evaluate data information sharing needs and standards based on existing systems, users, and the type of information being exchanged - Read the Organization for the Advancement of Structured Information Standards (OASIS) Emergency Data eXchange Language (EDXL) and National Information Exchange Model (NIEM) resources on data messaging standards - Read the SAFECOM/NCSWIC guidance and best practices provided by the Approach for Developing an Interoperable Information Sharing Framework

6. Grants Management Best Practices

Proper management of grants enables recipients to effectively implement projects and access grant funds. It also can establish the entity as a trusted and capable steward of federal funding that is able to manage additional funds in the future. This section provides guidance and best practices for recipients to use throughout the grant lifecycle. Table 3 provides best practices during the four major phases of the grant:

- Planning grant applications (Pre-Award)
- Reviewing award agreements and funding (Award)
- Implementing grant-funded projects (Post Award)
- Completing federal grant projects (Closeout)

Table 3. Suggested Actions and Best Practices to Use during Grant Cycle Phases

Phases	Suggested Actions / Best Practices
Pre-Award	• Review and understand the NECP, SCIP, and other applicable plans • Coordinate with the SWIC and other key governance bodies and leadership to document needs, align projects to plans, and identify funding options⁸⁰ • Work with SAA to include projects in state preparedness plans and to secure funding • Review program requirements included in grant guidance • Consult the federal granting agency, spectrum authority (i.e., FCC or FirstNet Authority), and <i>SAFECOM Guidance</i> when developing projects • Align projects to federal and state-level plans and initiatives • Include coordination efforts with the whole community in applications • Identify staff to manage financial reporting and programmatic compliance requirements • Develop project and budget milestones to ensure timely completion • Identify performance measures and metrics that will help demonstrate impact • Consider potential impacts of EHP requirements on implementation timelines • Ensure proper mechanisms are in place to avoid commingling and supplanting of funds • Evaluate the ability of sub-recipients to manage federal funding • Consider how the project will be sustained after grant funding has ended
Award	• Review award agreement to identify special conditions, budget modifications, restrictions on funding, pass-through and reporting requirements, and reimbursement instructions • Update the proposed budget to reflect changes made during review and award • Inform sub-recipients of the award and fulfill any pass-through requirements
Post Award	• Establish repository for grant file and related data to be collected and retained from award through closeout, including correspondences, financial and performance reports, project metrics, documentation of compliance with EHP requirements and technology standards • Ensure fair and competitive procurement process for all grant-funded purchases • Understand the process for obtaining approval for changes in scope and budget • Adhere to proposed timeline for project and budget milestones; document and justify any delays impacting progress or spending • Leverage federal resources, best practices, and technical assistance • Complete financial and performance reports on time • Draw down federal funds as planned in budget milestones or in regular intervals • Complete projects within grant period of performance
Closeout	• Ensure all projects are complete • Maintain and retain data as required by the award terms and conditions • File closeout reports; report on final performance

⁸⁰ Stakeholders can also contact their respective [CISA Emergency Communications Coordinator](#) for guidance.

7. Funding Sources

Applicants should consider all available funding sources, including traditional grants to help fund initial capital investments or improvements to communications systems, as well as other sources of funding that may entirely or partially fund emergency communications projects.

Traditional Grant Funding

CISA is charged with coordinating federal grants funding emergency communications. Through its work with the ECPC Grants Focus Group, CISA identified more than 90 federal grants and loans that fund emergency communications in the past fiscal year.⁸¹ When applying for these funds, grant applicants are encouraged to:

- Identify current grant funding available and alternative sources of funding
- Review eligibility requirements, program goals, and allowable costs
- Understand what past grants have funded in your jurisdiction
- Partner with entities eligible to receive other funding sources

Other Sources of Federal Funding

While *SAFECOM Guidance* traditionally covers federal financial assistance programs, there are other grant and loan programs that can provide extensive funding for state, local, tribal, and territorial public safety communications needs. For example, the U.S. Department of Agriculture (USDA) Rural Utility Service integrated interoperable emergency communications and 911 upgrade authority in its Telecommunications Loan Program, and loans and grants from USDA Rural Development's Community Facilities Program provided critical funding for emergency communications projects. While loans offer an alternative to traditional grants, applicants should work with financial experts to understand loan terms and ensure their proposals meet all requirements under each program.

Also, there are several federal programs that are not solely focused on public safety communications (e.g., Rural Telecommunications and Rural Electrification Programs). These programs can improve access to 911 services; provide all-hazards warnings; improve integration and interoperability of emergency communications; provide critical infrastructure protection and outage prevention; and increase the reliability of standby power to emergency responders. Applicants are encouraged to identify additional funding sources, such as rural grants and loans or private and philanthropic grants, and work with eligible entities for those programs to improve communications infrastructure.

⁸¹ For an updated list of federal grants and loans that fund emergency communications, see: cisa.gov/safecom/funding. Applicants can find and search grants and loans at: grants.gov.

Funding and Sustainment Resources

CISA, SAFECOM, and NCSWIC publish numerous resources for state, local, tribal, and territorial governments and their public safety agencies to identify funding mechanisms for emergency communications projects. The following list includes educational documents and tools designed for stakeholders, available on the [SAFECOM Funding Resources](#) webpage.

- *Funding Mechanisms Guide for Public Safety Communications*, assists public safety agencies in identifying funding sources for emergency communications projects. It highlights strengths, challenges, opportunities, and other considerations for funding sources to help agencies determine if certain mechanisms are suitable for their community. The guide also provides funding examples from states and localities, showcasing challenges and successes associated with real-world applications.
- *Emergency Communications System Lifecycle Planning Guide* and the *Lifecycle Planning Tool*, aids stakeholders in their efforts to fund, plan, procure, implement, support, and maintain public safety communications systems, and eventually to replace and dispose of system components.
- *Emergency Communications Systems Value Analysis Guide* and the accompanying *Understanding the Value of Public Safety Communications Systems: A Brochure for Elected Officials and Decision-Makers*, assist public safety agencies in evaluating communications systems and equipment for cost-effectiveness and value to its users. Materials describe common system components, including considerations and features required by public safety agencies that are unique to specific roles.
- *Funding and Sustaining LMR: Materials for Decision Makers*, provides an overview of radio systems, including information on their importance to public safety communications, as well as challenges to consider when upgrading systems.
 - *Funding and Sustaining LMR Trio, Part 1: Educating Decision-Makers on LMR Fundamentals*, includes information on basic LMR system components such as simple diagrams, terminology, history, and current usage of LMR technologies by public safety agencies.
 - *Funding and Sustaining LMR Trio, Part 2: Educating Decision-Makers on LMR Technology Issues*, provides information about emerging technologies and the impact such technologies will have on LMR systems as they evolve. Information includes the LMR-to-LTE transition, and the need to sustain mission-critical voice through such transitions.
 - *Funding and Sustaining LMR Trio, Part 3: Educating Project and Acquisition Managers on Project 25*, delivers an introduction to standards-based purchasing, and an overview of the P25 standard explaining its importance to public safety interoperability.
 - *Funding and Sustaining LMR Systems Brochure*, serves as a tri-fold handout for state, local, tribal, and territorial government decision-makers and elected officials to explain the importance of funding and sustaining public safety radio systems.
 - *Promoting the Importance of Funding and Sustaining LMR Action Memorandum*, urges decision-makers to support the funding and sustainment of LMR systems. To help decision-makers justify these purchases, the memorandum summarizes best practices from the LMR Trio and provides a list of resources for more information.
- *Interoperability Business Case: An Introduction to Ongoing Local Funding*, advises the community on the elements needed to build a strong business case for funding interoperable communications.
- *Contingency Considerations When Facing Reductions in Emergency Communications Budgets*, provides a series of contingency considerations to justify investment in four mission-critical resource categories: personnel, operating costs, equipment, and software.
- *Contingency Planning Guide for Emergency Communications Funding*, provides a comprehensive look at the considerations public safety officials must weigh when planning for or facing budget reductions and recommends actions to take before, during, and after budget cuts.

In addition, public safety agencies may reference materials on the [SAFECOM Technology Resources](#) and [SAFECOM P25 Resources](#) webpages to inform planning and funding for emergency communications projects.

- *The Funding and the Future of P25* video, provides an overview of the value and advantages of P25 as a long-term investment in a community's public safety. Presented through interviews of emergency communications practitioners and managers nationwide, the six-minute video focuses on the features and comparative costs of P25 standards-based systems versus non-P25 systems, the practical value of P25 technology in public safety operations, and recommendations for funding P25. Looking ahead, the presenters discuss the current states of P25 and LTE broadband technology, emphasizing the durability, transmitting power, one-to-many communication, and emergency push-to-talk features of P25 radios. Their conclusion: P25 and LTE are not exclusive options but likely complementary components of public safety communications in the future.

Appendix A – Acronym List

3GPP	Third Generation Partnership Project
AAR	After-Action Report
AEL	Authorized Equipment List
AES	Advanced Encryption Standard
ANSI	American National Standards Institute
ATIS	Alliance for Telecommunications Industry Solutions, Inc.
AUXCOMM	Auxiliary Communications
AWN	Alerts, Warnings, and Notifications
CAP	Common Alerting Protocol
CAPRAD	Computer Assisted Pre-Coordination Resource and Database
CASM	Communication Assets Survey and Mapping
CDM	Continuous Diagnostics and Mitigation
CFR	Code of Federal Regulations
CIO	Chief Information Officer
CISA	Cybersecurity and Infrastructure Security Agency
CISO	Chief Information Security Officer
CJIS	Criminal Justice Information Services
CEQR	Council on Environmental Quality Regulations
COLT	Cell on Light Trucks
COML	Communications Unit Leader
COMSEC	Communications Security
COMT	Communications Technician
CONOPS	Concept of Operations
COW	Cell on Wheels
CRD	Compact Rapid Deployables
CSIRT	Computer Security Incident Response Team
CSRIC	Communications Security Reliability and Interoperability Council
CSSI	Console Subsystem Interface
CSSP	Communications Sector-Specific Plan
DE	Distribution Element
DES-OFB	Data Encryption Standard-Output Feedback
DHS	Department of Homeland Security
EAS	Emergency Alert System
ECC	Emergency Communications Center
ECPC	Emergency Communications Preparedness Center
EDXL	Emergency Data eXchange Language

EHP	Environmental Planning and Historic Preservation
EO	Executive Order
EPC	Evolved Packet Core
ETSI	European Telecommunications Standards Institute
FCC	Federal Communications Commission
FEMA	Federal Emergency Management Agency
FIPS	Federal Information Processing Standards
FirstNet Authority	First Responder Network Authority
FY	Fiscal Year
GETS	Government Emergency Telecommunications Service
GFIPM	Global Federated Identity and Privilege Management
GRA	Global Reference Architecture
GSMA	Groupe Speciale Mobile Association
HAVE	Hospital Availability Exchange
HF	High Frequency
HSEEP	Homeland Security Exercise and Evaluation Program
HSPD	Homeland Security Presidential Directive
ICAM	Identity, Credential, and Access Management
ICS	Incident Command System
IDS	Intrusion Detection
IEC	International Electrotechnical Commission
IEEE	Institute of Electrical and Electronics Engineers
IEP	Information Exchange Package
IEPD	Information Exchange Package Documentation
IETF	Internet Engineering Task Force
INCM	Incident Communication Center Manager
INTD	Incident Tactical Dispatcher
IP	Internet Protocol
IPAWS	Integrated Public Alert and Warning System
IPS	Intrusion Prevention
IS	Independent Study
ISE	Information Sharing Environment
ISO	International Organization for Standardization
ISSI	Inter Radio Frequency Subsystem Interface
IT	Information Technology
ITSL	Information Technology Service Unit Leader
ITU	International Telecommunications Union
LMR	Land Mobile Radio

LTE	Long-Term Evolution
MFA	Multi-Factor Authentication
MHz	Megahertz
MOA	Memorandum of Agreement
MOU	Memorandum of Understanding
NAC	National Advisory Council
NASNA	National Association of State 911 Administrators
NCCIC	National Cybersecurity and Communications Integration Center
NCSWIC	National Council of Statewide Interoperability Coordinators
NECP	National Emergency Communications Plan
NENA	National Emergency Number Association
NEP	National Exercise Program
NERC	North American Electric Reliability Corporation
NG-SEC	NENA Security for NG911 Standard
NHTSA	National Highway Traffic Safety Administration
NIFOG	National Interoperability Field Operations Guide
NG911	Next Generation 911
NIEM	National Information Exchange Model
NIMS	National Incident Management System
NIST	National Institute of Standards and Technology
NISTIR	NIST Internal/Interagency Reports
NOAA	National Oceanic and Atmospheric Administration
NOFO	Notice of Funding Opportunity
NPSBN	Nationwide Public Safety Broadband Network, or FirstNet
NRI	National Risk Index
NTIA	National Telecommunications and Information Administration
OASIS	Organization for the Advancement of Structured Information Standards
OGC	Open Geospatial Consortium
OMA	Open Mobil Alliance
OMB	Office of Management and Budget
P25	Project 25
P25 CAP	P25 Compliance Assessment Program
PMO	Project Management Office
POETE	Planning, Organization, Equipment, Training, and Exercises
PPD	Presidential Policy Directive
PSAP	Public Safety Answering Point
PSCR	Public Safety Communications Research
PSHSB	Public Safety & Homeland Security Bureau

PTIG	Project 25 Technology Interest Group
RADO	Radio Operator
RAN	Radio Access Network
RECCWG	Regional Emergency Communications Coordination Working Group
RECP	Regional Emergency Communications Plans
RF	Radio Frequency
RFI	Request for Information
RM	Resource Messaging
SAA	State Administrative Agency
SAME	Specific Area Message Encoding
SCIP	Statewide Communication Interoperability Plan
SCSI	Shared Communication Systems and Infrastructure
SDO	Standard Development Organization
SHARES	SHARed RESources High Frequency Radio Program
SIGB	Statewide Interoperability Governing Body
SIEC	State Interoperability Executive Committee
SLIGP	State and Local Implementation Grant Program
SOP	Standard Operating Procedure
SPR	Stakeholder Preparedness Review
SWIC	Statewide Interoperability Coordinator
TDoS	Telephone Denial of Service
TFOPA	Task Force on Optimal Public Safety Answering Point Architecture
THIRA	Threat and Hazard Identification and Risk Assessment
TIA	Telecommunications Industry Association
TICP	Tactical Interoperable Communications Plan
TSP	Telecommunications Service Priority
UHF	Ultra High Frequency
USDA	United States Department of Agriculture
URT	Unified Reporting Tool
US-CERT	U.S. Computer Emergency Readiness Team
VHF	Very High Frequency
VoIP	Voice over Internet Protocol
WEA	Wireless Emergency Alerts
WPS	Wireless Priority Service
XML	Extensible Markup Language

Appendix B – Technology and Equipment Standards and Resources

This appendix provides grant applicants and recipients with operational best practices, technical standards, and resources to reference when developing communications systems. Above all, grant recipients should purchase standards-based technologies and equipment that promote interoperability with partners.

How to Use this Appendix

When procuring communications infrastructure, there are overarching considerations, guidelines, and specific standards to follow. No single document could include everything public safety communications system planners need to know. However, this appendix lists accredited technical standards applicable to public safety communications systems and resources for additional information. The following topics are included in this appendix:

System Lifecycle Planning.....B-1

Cybersecurity.....B-3

Continuity and Resilience.....B-7

Land Mobile RadioB-10

Nationwide Public Safety Broadband Network.....B-14

Alerts, Warnings, and Notifications.....B-16

911 SystemsB-18

Data Exchange and Information Sharing Environment.....B-21

System Lifecycle Planning

Grant recipients should employ best practices and recommendations from the 2018 Emergency Communications System Lifecycle Planning Guide

The Cybersecurity and Infrastructure Security Agency (CISA), in collaboration with SAFECOM and the National Council of Statewide Interoperability Coordinators (NCSWIC), developed the [Emergency Communications System Lifecycle Planning Guide](#), which provides recommended actions through easy-to-use checklists for each phase of the system lifecycle planning model. It is intended for stakeholders to use in their efforts to fund, plan, procure, implement, support, and maintain public safety communications systems, and eventually replace and dispose of system components.

Each phase of the system lifecycle planning model—Pre-Planning; Project Planning; Request for Proposals and Acquisition; Implementation; Support, Maintenance, and Sustainment; End-of-Lifecycle Assessment and Replacement; and Disposition—includes best practices, considerations, and recommended checklists to assist public safety agencies embarking on system lifecycle planning. Specifically, the checklists are designed to be torn-out, referenced, and used by project management teams throughout the system lifecycle. Table B-1 summarizes the system lifecycle planning model phases and high-level recommendations contained in the *Emergency Communications System Lifecycle Planning Guide*. Reference the guide for additional recommendations.

Table B-1. System Lifecycle Planning Model and Recommendations Summary

Planning Model	Recommendations
Phase 1: Pre-Planning Timing: 6–12 months Goals: Inform and secure the decision to replace, upgrade, maintain, dispose of, and/or acquire a new system	• Establish the core planning team • Research and develop system and funding options • Decide on the optimal and alternative solutions with funding options • Plan for frequency needs and channel programming • Develop a business case, presentation materials, and strategic plan • Identify a legislative- or executive-level project champion • Present to decision-makers and secure funding to support the initial build-out and sustain the system throughout the entire lifecycle
Phase 2: Project Planning Timing: 6–18 months Goals: Formalize the project team; identify operational and technical requirements for system replacement and upgrade; and develop the project plan	• Consider the length of the planning process and communicate expected timeframes to elected officials • Collect user needs and requirements and incorporate into project plans • Engage with communications leaders early for guidance and support (e.g., Statewide Interoperability Coordinators [SWIC], Statewide Interoperability Governing Bodies [SIGB]) • Identify strong Project Sponsors (e.g., state or local elected officials) • Begin planning the Request for Proposals (RFP)
Phase 3: RFP and Acquisition Timing: 6–12 months Goals: Select the appropriate procurement vehicle and acquire systems, components, and services	• Develop a written action plan • Form the RFP team • Develop the Statement of Work (SOW) • Include specifications, requirements, and standards compliance in RFP • Establish written evaluation criteria, well before the award • Conduct a formal objective review process and document results
Phase 4: Implementation Timing: 12–18 months Goals: Develop an implementation plan; install new systems; test; train users; and transition from legacy to new	• Develop the implementation plan • Understand and document testing procedures (e.g., factory testing, staging, site installation and testing, coverage verification, compliance and interoperability testing and acceptance, cut-over, final acceptance) • Update operational procedures and train users • Promote new communications capabilities and benefits to the community
Phase 5: Support, Maintenance and Sustainment Timing: Year(s) 1–25 Goals: Inventory and maintain equipment; manage budget; assess and communicate needs	• Maintain an accurate inventory of equipment (e.g., scope, database tool, inventory team, processes to compile and secure data) • Determine and execute an ongoing maintenance and operations model • Manage the budget when the project is conceived, directly before it is funded and after delivery • Share communications needs with decision-makers early and continually
Phase 6: End-of-Lifecycle Assessment and Replacement Timing: Years 7–25 Goals: Determine when to replace systems or components with solutions to best fit operational and technical needs	• Conduct ongoing assessments of current system (e.g., implement a balanced scorecard) to plan for technology maturity • Refresh or upgrade systems, as needed, to extend the life • Determine potential replacement solutions, with consideration to support national, state, and regional interoperability initiatives; consider early adoption of new technologies; and, adhere to widely-used technical standards
Phase 7: Disposition Timing: 90 days after cut-over or transition Goals: Determine options and dispose of legacy systems or components	• Develop the disposition plan • Determine options (e.g., reuse or repurpose old components, consider space availability, convey surplus equipment to partner agencies) in consideration of legal or policy limitations, and business requirements • Brief leaders on disposition plans • Identify lessons learned following disposition

Cybersecurity

Grant recipients should implement the *NIST Cybersecurity Framework* and take advantage of existing cybersecurity standards, guidance, tools, and resources

The public safety community must continually identify risks and address evolving security requirements. Emergency communications cybersecurity is a shared mission across all levels of government, the private sector, nongovernmental organizations, and even the public. To protect emergency communications from cyber threats and attacks, recipients will need to invest in solutions that enhance cybersecurity posture. Cybersecurity must be addressed through planning, governance, and technology solutions that secure networks. Recipients should ensure cybersecurity planning is comprehensive and maintained throughout the lifecycle of all network components. Cybersecurity risk management should also include updates to non-technology support activities, such as mutual aid agreements, standard operating procedures, and policy development. Personnel should be trained on the latest security, resiliency, continuity and operational practices and maintain in-service training as new technology and methods become available.

Despite every effort, cyber incidents can and do occur. Being prepared to execute response processes and procedures, prevent expansion of the event, mitigate its effects, and eradicate the incident is necessary. Incident response plans, recovery or resiliency plans, and continuity of operations plans are useful in cybersecurity incident response. Recovery planning processes and strategies are improved by incorporating lessons learned into future activities.

Cybersecurity Framework

The National Institute of Standards and Technology (NIST) developed the [Cybersecurity Framework](#) as a flexible and voluntary risk-based approach that outlines techniques to reduce cybersecurity risk. The new 2.0 edition (released in February 2024) is designed for all audiences, industry sectors, and organization types—regardless of their degree of cybersecurity sophistication. Recipients are strongly encouraged to implement NIST’s framework to complement an existing risk management process or to develop a credible program if one does not exist. In addition to NIST materials, [sector-specific Cybersecurity Framework guidance](#) is available from CISA.

The NIST Cybersecurity Framework establishes six functions to integrate cybersecurity into mission functions and operations, including: 1) **govern** the organization’s cybersecurity risk management strategy, expectations, and policy; 2) **identify**, evaluate, and prioritize risks; 3) **protect** against identified risks; 4) **detect** attacks and compromises to the network as they arise; 5) **respond** with actions to cybersecurity incident; and 6) **recover** assets and operations affected to ensure the resiliency and continuity of communications. CISA’s Emergency Services Sector has developed tailored guidance specific to emergency service disciplines, including a NIST Framework implementation guide with a repeatable process to identify and prioritize cybersecurity improvements.⁸²

There is considerable cybersecurity guidance available from government, industry, and academic organizations and a multitude of standards development organizations (SDOs) that contribute to technical standards and best practices. Organizations managing critical infrastructure will continue to have unique risks—different threats, different vulnerabilities, and different risk tolerances—and how they implement the standards and guidance available will vary. There is currently no one-size-fits-all network cybersecurity solution. Table B-2 lists some of the potentially applicable standards for cybersecurity that recipients should leverage as they identify and select the standards that fit their system and mission needs. Table B-3 lists

⁸² Suggested resources include the [Emergency Services Sector Cybersecurity Framework Implementation Guidance](#) and [Emergency Services Sector Roadmap to Secure Voice and Data Systems](#).

cybersecurity resources for additional information. While these lists are not exhaustive, they include some of the more comprehensive guidance for the public safety community.

Table B-2. Cybersecurity Standards

Organizations	Standards
Third Generation Partnership Project (3GPP) Security Standards	3GPP's security working group, SA3, is continuously updating security standards associated with prevalent technologies. Specifically, the group is addressing 3GPP standards for network access security, network domain security, user domain security, application domain security, and user configuration and visibility of security is important for critical infrastructure implementations. 3gpp.org .
American National Standards Institute (ANSI) / International Society of Automation (ISA)	ANSI/ISA standards focus on automation and control systems solutions. The NIST Cybersecurity Framework recommends two ANSI/ISA standards for use: ANSI/ISA-62443-2-1 (99.02.01)-2009 and ANSI/ISA-62443-3-3 (99.03.03)-2013. Also, outputs of the Alliance for Telecommunications Industry Solutions (ATIS) Emergency Services Interconnection Forum, Next Generation Interconnection Interoperability Forum, and Wireless Technologies and Systems Committee are important to the public safety community. isa.org
Criminal Justice Information Services (CJIS) Security Policy	CJIS standards contain information security requirements, guidelines, and agreements reflecting the will of law enforcement agencies for protecting the sources, transmission, storage, and generation of Criminal Justice Information. fbi.gov/about-us/cjis/cjis-security-policy-resource-center .
European Telecommunications Standards Institute (ETSI)	ETSI Telecommunications & Internet converged Services & Protocols for Advanced Networks (TISPAN) has been a key standardization body in creating Next Generation Network (NGN) specifications, and their Cyber Security committee focuses entirely on privacy and security activities. Of note for emergency communications are the ETSI TS 102, 123, 182, and 282 series. etsi.org .
Federal Information Processing Standards (FIPS)	FIPS establishes the minimum security requirements for federal information systems. nist.gov/itl/publications-0/federal-information-processing-standards-fips .
Health Insurance Portability and Accountability Act of 1996 (HIPAA)	Legislation enacted by Congress in 1997 to streamline medical regulations, privacy considerations, and the efficiency and security of medical care. The standards/rules associated with HIPAA address some of the NIST Cybersecurity Framework functions. hhs.gov/hipaa/index.html .
International Organization for Standardization (ISO) / International Electrotechnical Commission (IEC) Standards	The ISO/IEC 27000 series of standards provide a foundation for information security management best practices. Of interest to emergency communication networks may be ISO/IEC 27001, ISO/IEC 27003, ISO/IEC 27002, ISO/IEC 27032, and ISO/IEC 17799. iso.org/home.html .
Institute of Electrical and Electronics Engineers (IEEE)	IEEE produces sector-specific security standards, as well as industry guidance. Of interest to networks may be the 802, 1363, and 1619 series, as well as C37.240-2014 IEEE Standard Cybersecurity Requirements for Substation Automation, Protection, and Control Systems. ieee.org .
International Telecommunication Union (ITU)	A fundamental role of ITU is to build confidence and security in the use of Information and Communication Technologies. Of note for emergency communications networks include X.800, X.805, and X.1051. itu.int/en/Pages/default.aspx .
Internet Engineering Task Force (IETF)	IETF Working Groups are the primary mechanism for development of IETF standards. IETF Working Groups currently have more than 600 standards regarding security mechanisms, integrity mechanisms, network layer security, transport layer security, application layer security, encryption algorithms, key management, secure messaging, etc. ietf.org .

Organizations	Standards
National Fire Protection Association 1221/1225	A standard for the installation, maintenance, and use of emergency services communications systems, including cybersecurity considerations. nfpa.org/codes-and-standards/all-codes-and-standards/list-of-codes-and-standards/detail?code=1221 .
NIST Recommendations on Cybersecurity (Special Publications 800 Series)	NIST's 800 series provides targeted cybersecurity guidance and are strongly encouraged to be incorporated into cybersecurity planning. In particular, NIST 800-53r5 covers Cybersecurity and Privacy controls and NIST 800-63-4 covers requirements for implementing digital identity solutions. csrc.nist.gov/publications/sp .
North American Electric Reliability Corporation (NERC) Reliability Standards	Reliability standards address the security of cyber assets essential to the reliable operation of the electric grid. With emerging interconnectivity of infrastructure, the emergency communications community may also need to address these standards. nerc.com/pa/Stand/Pages/USRelStand.aspx .
Telecommunications Industry Association (TIA)	TIA has both Cybersecurity and Public Safety working groups. Standards of particular use for emergency communications include: TR-8, TR-30, TR-34, TR-41 TR-42 TR-45, TR-47, TR-48, TR-49, TR-50 M2M, TR-51, and TIA-102. tiaonline.org .

Table B-3. Cybersecurity Resources

Organizations	Resources
Committee on National Security Systems	• Committee on National Security Systems Policies
Department of Homeland Security (DHS)	• CISA's Public Safety Communications and Cyber Resiliency Toolkit • CISA Central • CISA Cyber Essentials Toolkit • CISA Transition to NG911 Resources • CISA 911 Cybersecurity Resource Hub for Emergence Communications Centers • CISA Cybersecurity Training and Exercises • CISA Emergency Services Sector Cybersecurity Framework Implementation Guidance • CISA "First 48": What to Expect When a Cyber Incident Occurs • CISA Guide to Getting Started with a Cyber Risk Assessment • CISA Resources for State, Local, Tribal, and Territorial (SLTT) Governments • CISA Stop Ransomware / Public Safety Emergency Communications Resources • Cybersecurity Incident & Vulnerability Response Playbooks • Cyber Resiliency Resources for Public Safety Fact Sheet • Emergency Services Sector (ESS) Cyber Risk Assessment – 2012 • ESS Roadmap to Secure Voice and Data Systems – 2014 • ESS Cybersecurity Framework Implementation Guidance – 2020 • Federal Virtual Training Environment (FedVTE) • National Cyber Awareness System • National Cyber Incident Response Plan • National Infrastructure Protection Plan • Best Practices for Encryption in Project 25 Public Safety Land Mobile Radio Systems
Department of Energy	• Energy Sector Cybersecurity Capability Maturity Model (C2M2) Program

Organizations	Resources
Executive Orders (EO) and President Directives	• EO 13636: Improving Critical Infrastructure Cybersecurity • EO 13231: Critical Infrastructure Protection in the Information Age and EO 13286 • EO 13618: Assignment of National Security and Emergency Preparedness Communications Functions • Executive Office of the President, Presidential Policy Directive 21 (PPD – 21) • EO 13407: Public Alert and Warning System • EO 13800: Strengthening the Cybersecurity of Federal Networks and Critical Infrastructure • EO 14028: Improving the Nation's Cybersecurity
Federal Bureau of Investigation	• Cyber Crime • Federal Bureau of Investigation Internet Crime Complaint Center Industry Alerts
Federal Communications Commission	• Communications Security, Reliability and Interoperability Council (CSRIC) • Task Force on Optimal PSAP Architecture (TFOPA) • Cyber Security Planning Guide
Federal Emergency Management Agency	• Emergency Management and Response-Information Sharing and Analysis Center (EMR-ISAC) • Cybersecurity Gap Analysis, FEMA National Cyber Resilient Architecture, and Training resources
Government Accountability Office	• U.S. Government Accountability Office, Cybersecurity
National Institute of Standards and Technology	• Cybersecurity Framework 2.0 • Internal/Interagency Reports (NISTIRs) • National Initiative for Cybersecurity Education (NICE) • NICE Cybersecurity Workforce Framework • Assessing Security and Privacy Controls in Information Systems and Organizations • Digital Identity Guidelines
Various Industry and Associations	• ATIS Industry Best Practices • Association of Public-Safety Officials, International (APCO), APCO Cybersecurity, and Cybersecurity Resources, including <i>APCO Cybersecurity Guide for Public Safety Communications Professionals</i> and <i>APCO Introductory Guide to Cybersecurity for PSAPs</i> • ISACA COBIT 5 Framework • ITU Security Standards Roadmap • Center for Internet Studies (CIS) Critical Security Controls (CSC), available through the Multi-State Information Sharing and Analysis Center • National Association of State Chief Information Officers (NASCIO) Cybersecurity Awareness, including <i>NASCIO Cyber Disruption Response Planning Guide for States</i> • National Conference of State Legislation Cybersecurity Training for State Employees • NENA, including NG-SEC • Open Web Application Security Project (OWASP) Top Ten Project • OWASP Internet of Things Project

Continuity and Resilience

Grant recipients should target funding toward activities that address communications continuity, survivability, and resiliency. Activities can include system assessments, analysis of threats and vulnerabilities, and strategic plan and procedural updates to mitigate identified risks

Lessons learned from major disasters, unplanned events, and full-scale exercises have identified a need for greater coordination of emergency communications among senior elected officials, emergency management agencies, and first responders at all levels of government. Responders arriving on the scene of a domestic incident are not always able to communicate with other response agencies, particularly when the incident requires a multi-agency, regional response effort, or when primary communications capabilities fail. This lack of operability and interoperability between agencies is further complicated by problems with communications continuity, survivability, and resilience, which hinders the ability to share critical information, and can compromise the unity-of-effort required for an effective incident response.

Applicants investing in emergency communications are encouraged to work with Statewide Interoperability Coordinators, Statewide Interoperability Governance Bodies, and appropriate stakeholders across levels of government to:

- Establish robust, resilient, reliable, secure, and interoperable communications capabilities
- Plan for mission-related communications and connectivity among government leadership, internal elements, other supporting organizations, and the public under all conditions
- Trace all communications systems/networks from end-to-end to identify single points of failure
- Recipients should also address the following issues:
 - Integrate communications needs into continuity planning efforts and emergency operations plans by incorporating mitigation options to ensure uninterrupted communications support
 - Maintain and protect communications capabilities against emerging threats, both man-made and natural, to ensure their readiness when needed
 - Frequently train and exercise personnel required to operate communications capabilities
 - Test and exercise communications capabilities
 - Establish a cybersecurity plan that includes continuity of an “out of band” communications capability such as High Frequency (HF) Radio Frequency (RF), fiber-based communications pathways that do not rely on public infrastructure
- Ensure key communications systems resiliency through:
 - Availability of secondary and backup systems
 - Development of standard operating procedures and training to address the use of secondary and backup systems
 - Diversity of network element components and routing
 - Geographic separation of primary and alternate transmission media
 - Availability of backup power sources
 - Access to systems that are not dependent on commercial infrastructure
 - Maintained spare parts for designated critical communications systems
 - Agreements with commercial suppliers to remediate communications Single Point of Failures

Table B-4. Continuity and Resilience Resources

Resource	Description
FEMA National Continuity Programs	National Continuity Programs highlight the national policy and guidance for continuity of operations initiatives. They provide guidance and assistance to support continuity preparedness for federal departments and agencies; state, local, tribal, and territorial government jurisdictions; and private sector organizations.
CISA Shields Ready	Shields Ready campaign is designed to help all critical infrastructure stakeholders to take action to enhance security and resilience—from industry and businesses to government entities at all levels, and even individuals by providing recommendations, products, and resources to increase individual and collective resilience for different risk contexts and conditions.
CISA Regional Resiliency Assessment Program	The Regional Resiliency Assessment Program is a cooperative assessment of specific critical infrastructure within a designated geographic area. DHS works with selected areas each year to conduct a regional analysis of surrounding infrastructure and address a range of resilience issues that could have significant regional or national consequences if disrupted.
CISA Ten Keys to Obtaining a Resilient Local Access Network	This document introduces resiliency concepts and provides ten keys to obtaining and maintaining resiliency in a local access network, such as knowing the exact network infrastructure in the local loop, interfacing with commercial service providers, and properly maintaining alternative path solutions. CISA developed these ten fundamental steps, supported by descriptive text and visually appealing graphics, as recommendations to help organizations maintain critical communications in emergency situations.
CISA Public Safety Communications Resiliency Self-Assessment Guidebook	This document provides a self-assessment methodology for public safety entities to identify and address potential points of failure in their communication networks by evaluating the local access networks of their primary and alternate operating facilities. The methodology describes the process of gathering data on network infrastructure, creating logical and physical network maps, and choosing resiliency solutions based on the network maps. DHS also developed a Resiliency Fact Sheet to understand communications continuity planning and offer resources to assist entities.
CISA Priority Services Programs	Priority Services Programs , including the Government Emergency Telecommunications Service, Wireless Priority Service, and Telecommunications Service Priority, support national leadership; federal, state, local, tribal, and territorial governments; first responders; and other authorized national security and emergency preparedness users. They are intended to be used in an emergency or crisis situation when data, landline, or wireless networks are congested and the probability of completing a normal transmission or call is reduced.
CISA Electromagnetic Pulse (EMP) Guidance	The EMP Protection and Resilience Guidelines for Critical Infrastructure and Equipment provides guidelines to assist federal, state, and local officials and critical infrastructure owners and operators to protect mission essential equipment against EMP threats. There are four EMP Protection Levels defined. These levels were initially developed at the request of the federal Continuity Communications Managers Group but are applicable to any organization that desires to protect its electronics and critical infrastructures.
Infrastructure Obstructions to Radio Propagation	This document provides an overview of obstructions and interferences to radio frequency resources, including both active and passive sources. In addition, it includes a series of example planning approaches that agencies have taken to prevent or mitigate obstructions.
Public Safety Communications and Cyber Resiliency Toolkit	This document assists public safety agencies and others responsible for communications networks in evaluating current resiliency capabilities, identifying ways to improve resiliency, and developing plans for mitigating the effects of potential resiliency threats. Through an interactive graphic, users can explore topic specific systems-based resources and learn more about key threats to communications and cyber resiliency.

Resource	Description
Public Safety Communications Dependencies on Non-Agency Infrastructure and Services	This white paper provides high-level insights on non-agency communications infrastructure for system administrators, public safety decision-makers, and other stakeholders involved in public safety communications planning or implementation. While not a comprehensive guide, this document equips stakeholders with real-world examples of these dependencies, recommendations for ensuring resiliency and continuity of operations, and supplemental resources.
Cyber Resiliency Resources for Public Safety Fact Sheet	This document provides an overview of publicly available cybersecurity evaluations and resources, helping stakeholders ensure the scope and requirements of resiliency assessments are aligned with their needs.
Radio Frequency Interference Best Practices Guidebook	This document provides stakeholders with an overview of RF interference concepts, threats, and mitigation initiatives. Applicants can review this guidebook to understand ongoing efforts related to awareness, preparation, mitigation, and current laws pertaining to RF interference. The document also provides best practices on how to recognize, respond to, report, and resolve RF interference incidents.
Resilient Power Best Practices Fact Sheet	This document summarizes recommendations from the CISA Resilient Power Working Group, consisting of federal, state, local, tribal, and territorial stakeholders, non-profits, and private industry. These critical communications infrastructure best practices should be part of a comprehensive, risk-informed Business Continuity and Continuity of Operations plans, developed per FEMA guidance.
CISA Infrastructure Dependency Primer	This tool is a supplement to the Infrastructure Resilience Planning Framework and is intended to help state and local planners better understand how infrastructure dependencies can impact risk and resilience in their community and incorporate that knowledge into planning activities.

Land Mobile Radio	Grant recipients should purchase digital LMR systems and equipment compliant with the Project 25 (P25) Suite of Standards (Telecommunications Industry Association), and include all needs and requirements, identifying applicable P25 standards and stating their agency requirements for interoperability in any SOW or acquisition documents Recipients should purchase P25 compliant systems and equipment that has been assessed as compliant in accordance with the P25 Compliance Assessment Program, or approved test procedures of the P25 standards in the absence of completed P25 Compliance Assessment Program testing Recipients are strongly encouraged to implement or transition to comprehensive Advanced Encryption Standard (AES) 256 bit encryption on all LMR systems. Use of proprietary/non standard encryption, privacy options (e.g., ADP, Encryption Lite, ARC4), or deprecated encryption (i.e., Data Encryption Standard [DES] and all derivatives) is not an acceptable use of federal grant funding as these algorithms have been compromised, deprecated, and offer little protection Recipients should ensure all P25 eligible equipment, features, functions, and capabilities selected are P25 compliant and are tested to ensure interoperability, to include new equipment and upgrades When purchasing interoperability equipment, services, and gateway devices to provide connectivity between LMR systems, those devices should, at a minimum, be implemented using P25 compliant wireline interfaces (e.g., ISSI, CSSI, DFSI)
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LMR systems are terrestrially-based, wireless, narrowband communications systems commonly used by federal, state, local, tribal, and territorial emergency responders, public works/public service entities, and the military in non-tactical environments, to support voice and low-speed data communications. These systems are designed to meet public safety's unique mission and critical voice requirements and support time-sensitive, lifesaving tasks, including sub-second voice call-setup, group calling capabilities, high-quality audio, and priority access to the end-user. Because LMR systems implemented by the public safety community support responders' safety and lifesaving operations, they are designed and implemented to achieve the highest levels of availability, reliability, redundancy, coverage, and capacity, and can operate in harsh natural and man-made environments. LMR technology has progressed over time from conventional, analog voice service to complex systems incorporating IP networking, digital protocols, and trunked features. These enhancements have improved the interoperability, spectral efficiency, security, reliability, availability, redundancy, and functionality of voice and low-speed data communications.

The public safety community is following a multi-path approach to develop, establish, and maintain critical communications capabilities. To improve interoperability across investments, grant recipients are strongly encouraged to ensure digital voice systems and equipment purchased with federal grant funds are compliant with the Project 25 (P25) Suite of Standards, unless otherwise noted in a program's grant guidance.⁸³ Recipients should ensure all new and upgraded P25 eligible equipment, features, functions, and capabilities

⁸³ Applicants should read grant guidance carefully to ensure compliance with standards, allowable cost, documentation, reporting, and audit requirements. If interested in using federal funds to purchase equipment that does not align with P25 standards or does not appear on the approved equipment list, the applicant should consult with the federal grant-making agency to determine if non-P25 compliant equipment is allowable. In some cases, written justification must be provided to the grantor. Many agencies will not approve non-standards-based equipment unless there are compelling reasons for using other solutions. Authorizing language for most emergency communications grants strongly encourages investment in accredited technical standards-based equipment. Funding requests by agencies to replace or add radio equipment to an existing non-P25 system (e.g., procuring new portable radios for an existing analog system) will be considered if there is a clear rationale why such equipment should be purchased and written justification of how the equipment will advance interoperability and support eventual migration to interoperable systems. Written justification should also explain how that purchase will serve the needs of the applicant better than equipment or systems that meet or exceed such standards. Absent compelling reasons for using other solutions, agencies should invest in accredited technical standards-based equipment.

selected for procurement are verifiably P25 compliant and interoperable. When federal grant funds are used to purchase P25 LMR equipment and systems that contain non-standard features or capabilities while a comparable P25 feature or capability is available, recipients must ensure the standards-based feature or capability is also purchased to ensure interoperability. For more information on P25, contact the P25 Steering Committee at Project25SC@cisa.dhs.gov.

Grant recipients should purchase P25 compliant systems and equipment that has been assessed in accordance with the P25 Compliance Assessment Program (P25 CAP). P25 accredited standards provide many technical specifications designed to ensure equipment is interoperable regardless of manufacturer. Recipients should obtain documented evidence of P25 compliance from the manufacturer that the equipment has been tested and passed all the applicable, published, normative P25 compliance assessment test procedures for performance, conformance, and interoperability as defined in the latest P25 Compliance Assessment Bulletins for testing requirements. If documentation for applicable equipment is not available through the P25 CAP or there is an absence of applicable testing in the P25 CAP, recipients should obtain documented evidence from the manufacturer stating that all applicable tests were conducted in accordance with the published test procedures in the P25 Suite of Standards and successfully passed.⁸⁴ In the absence of applicable P25 testing procedures, agencies should work with the providing manufacturer/vendor to ensure that procured equipment or services meet stated requirements and are interoperable with the procuring agency's known interoperability partners. Contact the P25 CAP at P25CAP@hq.dhs.gov for additional guidance.

Encryption

Recipients using federal funds to purchase encryption for new or existing communications equipment shall ensure encryption capabilities are compliant with the published P25 Block Encryption Protocol Standard. Recipients investing in encryption must implement the AES 256-bit Encryption Algorithm as specified in the P25 Block Encryption Protocol. References to the current version of the P25 Block Encryption Protocol, ANSI/TIA-102.AAAD should be included in all procurement documents, along with specific agency requirements for primary, secondary, backup, or interoperability systems/capabilities where applicable.

The P25 Suite of Standards references the use of AES as the primary encryption algorithm, which is the only federally approved encryption standard for LMR communications by NIST. While the P25 accredited technical standard allows Data Encryption Standard-Output Feedback (DES-OFB) for backwards compatibility and interoperability with legacy DES-only equipment, it is imperative that entities continue to transition to a common AES-only environment to ensure secure encrypted interoperable communications with public safety partners at all levels of government. While most federal agencies have transitioned to AES encryption, some state, local, tribal, and territorial agencies continue to use DES as their primary means of encryption or other proprietary/non-standard encryption algorithms.

However, the continued use of DES and its derivatives enables a specific vulnerability in LMR encryption. NIST, which approved the use of DES in 1976, withdrew *Federal Information Processing Standard (FIPS)-46, Data Encryption Standard* as a standard on May 19, 2005, citing the weakness and repeated compromise of DES and the availability of the current federal standard specified in *FIPS-197, Advanced Encryption Standard*. DES has since been deprecated in P25 standards and is only maintained to enable P25 AES encryption-compliant equipment to also include DES for the purposes of interoperability with

⁸⁴ Regardless of the status and availability of P25 CAP testing documentation, grant recipients should include comprehensive acceptance test plan(s) and testing criteria of stated requirements in their procurement and contractual documents to ensure that the required and expected interoperability of features, functions, and services has been provided, especially in multi-manufacturer/vendor implementation environments. The manufacturer/vendor should verify (as part of formal systems acceptance processes) the equipment or services are P25 standards compliant and interoperable with other equipment, features, functions, and capabilities.

equipment supporting legacy DES products. As a result of subsequent policies, federal agencies must only use NIST approved AES 256-bit encryption.⁸⁵ For more information, see CISA's *Transition to AES*.⁸⁶

Recipients seeking to use federal grant funds to purchase non-standard, deprecated encryption features (e.g., 40/56-bit encryption, proprietary privacy solutions, DES or any DES derivatives) or capabilities for new or existing equipment must ensure AES 256-bit encryption is also purchased for interoperability with other emergency responders. The equipment must also use the NIST-approved algorithm available to all public safety agencies and disciplines regardless of level of government. Agencies currently using DES or DES derivatives may continue to use this encryption method for interoperability but should migrate to AES for all encryption as soon as possible. The continued use of DES, its derivatives, manufacturers' privacy features, or other non-standard encryption algorithms for any LMR encryption is strongly discouraged and presents substantial risks of compromised communications.

Agencies acquiring encryption capabilities are strongly encouraged to only procure subscriber equipment that supports multi-key operations and capabilities. This allows multiple encryption keys to be stored within the subscriber unit's cryptographic module facilitating the use of different encryption keys for channels or talkgroups. Multikey capabilities also permit more than one Key Management Facility or Key Fill Device to provide encryption keys to subscriber devices. Single key capable devices only allow the use of a single encryption key.

Interconnecting Systems

When purchasing P25 interoperability equipment, services, and devices to provide connectivity between LMR systems, those devices should, at a minimum, implement the P25 wireline interfaces, such as the Inter Radio Frequency Subsystem Interface (ISSI) or Console Subsystem Interface (CSSI). Note, there are potential interoperability issues of features and functionality afforded by these interfaces when implementing ISSI/CSSI, especially when using various system manufacturers as there are implementation differences driven by each manufacturer's interpretation of the technical standards. These implementation differences may manifest in the lack of interoperability of current P25 system features, functions, and services supported by and through these interfaces. Therefore, it is imperative that agencies implementing ISSI or CSSI create comprehensive needs and requirements documentation specifically detailing which P25 features, functions, and services are required, and the expected behaviors of the connected systems supported by the ISSI or CSSI.

While baseline P25 accredited technical standards for ISSI/CSSI connections exist, they remain under development and revision. Due to the limited availability of completed technical standards and differing manufacturer's features and functionality implementation practices, public safety agencies should consider the planning and technical complexities associated with the implementation of ISSI/CSSI capabilities to connect RF-subsystems (RFSS) from the same or dissimilar LMR suppliers/manufacturers. As such, grant applicants should:

- Ensure that existing operability and interoperability between RFSS/networks remain intact and operational during and after ISSI/CSSI implementation;

⁸⁵ The 2002 Federal Information Security Management Act, Public Law 107-347, and the 2014 Federal Information Systems Modernization Act, Public Law 113-283, prohibits the use of any other encryption algorithm by federal entities. While these statutes permit only NIST approved AES encryption use by federal entities, such prohibitions do not directly apply to SLTT agencies. However, SLTT agencies desiring to maintain encrypted interoperable communications with federal agencies should transition to AES 256-bit encryption.

⁸⁶ CISA's *Transition to Advanced Encryption Standard* document is available at: cisa.gov/sites/default/files/2023-10/23_0918_fpjic_AES-Transition-WhitePaper_Final_508C_23_1023.pdf.

- Identify explicit requirements of features, functionalities, and capabilities that the ISSI/CSSI connections will support to a same or dissimilar manufacturer's RFSS/systems, including interoperability requirements, in any SOW, acquisition documents, or contracts;
- Require the prospective vendor/manufacturer to illustrate their ability and acceptance to provide these explicit features, functionalities, and capability requirements for ISSI/CSSI implementations, regardless of which manufacturer's ISSI/CSSI and RFSS/networks are in place, in the appropriate purchasing agreements or contracts;
- Confirm the selected supplier/manufacturer develops and executes a comprehensive acceptance test plan that validates P25 accredited standards compliance, as well as successful operability and interoperability of features, functions, and capabilities on each side of the ISSI/CSSI connection(s), consistency with procurement and acquisition requirements, and compliance with agreed upon performance, applicable technical standards, passage of available standards-based testing, and expectations of operations amongst ISSI/CSSI connected RFSS/networks;
- Submit evidence to the federal granting agency, if required, documenting successful P25 CAP testing (e.g., P25 product Summary Test Reports available on the P25 CAP website), certifying compliance with applicable accredited technical standards, as well as evidence of effective operability and interoperability of features, functions, and capabilities with all ISSI partners.

Interconnecting LMR and Broadband Networks

Applicants may also be interested in using grant funds to enable interoperability between existing LMR and long-term evolution (LTE) or 5G/6G broadband networks. Note, TIA/ATIS P25 accredited technical standards for interconnecting LMR to LTE/5G/6G systems remain under development. While the 3GPP accredited standards exist, the TIA/ATIS P25 accredited standards remain a work in progress. Notwithstanding, agencies should pursue solutions that are 3GPP standards compliant and interoperable. Agencies should also thoroughly investigate prospective vendor plans for supporting changes to their product offerings when the TIA/ATIS P25 standards are completed.

Agencies should be aware of the multiple proprietary solutions offered by vendors/manufacturers that may provide acceptable LMR to LTE/5G/6G voice service integrations. However, while potentially achieving adequate LMR to LTE/5G/6G voice interoperability, these proprietary solutions may not be interoperable amongst themselves or with a broadband provider's network level Push-to-Talk (PTT) voice service, thus creating an LTE/5G/6G interoperability issue. Additionally, the indiscriminate, non-planned use of some LTE/5G/6G to LMR Over the Top (OTT) PTT solutions has proven to be potentially detrimental to the hosting LMR systems and created significant operability issues due to site loading issues on the host system infrastructure. Investing in solutions that are not based on open standards is a misuse of federal funds, as additional solutions may be needed to restore or provide required interoperability among participating jurisdictions.

Considering the numerous potential PTT voice solutions and the cautions regarding the lack of interoperability of various OTT PTT applications, agencies should fully explore (and test) PTT solutions with potential providers while ensuring the agency's requirements for LMR to broadband voice capabilities are met. Agencies should work closely with the federal granting agency, broadband providers, and application suppliers to ensure that grant-funded systems and equipment will be compatible and interoperable with current and future solutions.

Grant applicants should consult the federal granting agency *before* submitting requests for ISSI/CSSI and LMR to LTE/5G/6G broadband-related project investments to determine whether certain costs are allowed.

The P25 Steering Committee published a list of [Approved Project 25 Suite of Standards](#) that includes the most recent documents and revisions. Also, the [Statement of Project 25 User Needs](#) and the [P25 Technology Interest Group's Capabilities Guide](#) can help determine which standards are applicable to proposed purchases and projects.

Table B-5. Land Mobile Radio Standards and Resources

Organizations	Standards and Resources
P25 Compliance Assessment Program	P25 CAP is a partnership of DHS, industry, and the emergency response community. It is a formal, independent process for ensuring communications equipment declared by the supplier is P25 compliant and tested against standards with published results. It publishes Compliance Assessment Bulletins on policy, testing, and reporting requirements, and an approved equipment list that may be eligible for grants.
P25 Steering Committee	P25 Steering Committee is the governing authority of P25 and the sole authority for approving standards proposals, telecommunications system bulletins, and white papers. It works closely with manufacturers to develop and maintain the P25 Suite of Standards that best serves the continually evolving needs of the public safety community. The committee recently produced the <i>Statement of P25 User Needs</i> , which provides high-level explanations of system architecture, features, and functions as defined in P25 standards.
Telecommunications Industry Association	TIA is accredited by the American National Standards Institute and responsible for publishing the P25 Suite of Standards, approved by the P25 Steering Committee. To date, it has published over 90 documents detailing the specifications, messages, procedures, and tests applicable to the 11 interfaces, multiple feature sets, and functions offered by P25.
Federal Partnership for Interoperable Communications (FPIC)	FPIC serves as a coordination and advisory body to address technical and operational wireless issues relative to interoperability within the public safety emergency communications community, interfacing with voluntary representatives from federal, state, local, territorial, and tribal organizations. FPIC has developed multiple resources, including the <i>Operational Best Practices for Encryption Key Management</i> , <i>P25 ISSI and CSSI Primer</i> , and <i>Best Practices for Planning and Implementation of P25 ISSI and CSSI, Volumes I and II</i> . These documents are published on the SAFECOM P25 Resources webpage, along with other P25 and LMR encryption resources.
911 Program Office	The 911 Program Office provides several resources on LMR standards for interconnecting NG911 systems and broadband technologies. These include the NG911 Interstate Playbook , which provides best practices, guidance, and considerations on PSAP interconnectivity with NG911, as well as the 911 Program Office's NG911/Public Safety Broadband Network Interconnection resource page.

Nationwide Public Safety Broadband Network	Applicants interested in investing federal funds in broadband related infrastructure projects should consult the federal granting agency to understand all requirements and restrictions impacting broadband investments Grant recipients should consult with any applicable governing bodies and the FirstNet Authority to ensure the project does not conflict with network deployment efforts Recipients may be able to use grant funds for the implementation of alternative broadband technologies and the deployment of fiber optic backhaul networks in rural and unserved areas
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Applicants investing in broadband technologies should be aware that the federal government is overseeing the operations and maintenance of the Nationwide Public Safety Broadband Network (NPSBN). The First Responder Network Authority’s (FirstNet Authority) mission is to ensure the building, deployment, and ongoing operation of the NPSBN to provide LTE-based broadband and 5G services and applications to public safety entities. The network is a single, nationwide network architecture consisting of a secure, redundant evolved packet core network (EPC), transport backhaul, and radio access networks (RANs) in the 50 states, five territories, and the District of Columbia.

Applicants should coordinate with the FirstNet Authority in advance of any strategic acquisition of LTE equipment to ensure understanding of all requirements and restrictions impacting broadband investments and that purchases support future service choices. Applicants should also monitor federal actions affecting broadband investments and continue planning and outreach activities (e.g., community education, documenting user needs), as well as work with applicable governing bodies in preparing for and leveraging broadband and other technologies, including:

- Leveraging broadband devices including, but not limited to smartphones, feature phones, tablets, wearables, laptops, ruggedized smartphones, ruggedized tablets, USB modems/dongles, in-vehicle routers, and Internet of Things devices;
- Employing agency-owned and managed broadband deployable equipment, enabling public safety agencies to own and dispatch coverage expansion or capacity enhancement equipment within their jurisdiction;
- Using broadband device accessories that enable efficient and safe public safety operations such as headsets, belt clips, earpieces, remote Bluetooth sensors, and ruggedized cases;
- Installing standards-based equipment to provide interworking between LTE and existing LMR systems within their jurisdiction when needed;
- Installing FirstNet SIM/UICC devices to allow public safety users to update existing devices, “Bring Your Own Device” plans, and new devices to operate on public safety prioritized services;
- Securing one-time purchase and subscription-based applications for public safety use, which could include, among several other options, enterprise mobility management, mobile Virtual Private Network, identity services, or cloud service tools; and
- Developing in-building coverage solutions that help users maintain connections to their mission critical networks and services.

Non-LTE wireless broadband technologies, such as Wi-Fi, WiMAX, and mesh networks, are sometimes used to supplement public safety communications. These solutions, which are either agency-owned or provided by a commercial provider, allow agencies to access voice, data, and video applications. Grant recipients should consider the overall impact of using other wireless broadband technologies given ongoing advancements in FirstNet’s deployment and unique interoperability challenges introduced by each of the various technologies.

Considering these cautions, applicants may be able to use federal grant funds for costs related to the implementation of alternative broadband technologies and the deployment of fiber optic backhaul networks

in rural and unserved areas. Applicants should work closely with the federal granting agency and commercial suppliers and providers to ensure that grant-funded systems and equipment will be compatible and interoperable with current and future solutions. Applicants are encouraged to implement innovative solutions that improve communications capabilities and are consistent with the deployment of the NPSBN.

Table B-6. Broadband Technology Standards and Resources

Organizations	Standards and Resources
FirstNet Authority	The Middle Class Tax Relief and Job Creation Act of 2012 created the FirstNet Authority as an independent authority within the National Telecommunications and Information Administration to provide emergency responders with the first nationwide, high-speed, broadband network dedicated to public safety: firstnet.gov. In establishing requirements for the NPSBN and providing 20 MHz of the upper 700 MHz spectrum to the FirstNet Authority, Congress directed the Authority to ensure the building, operation, and maintenance of a wireless, nationwide interoperable public safety broadband network based on a single national network architecture. The Authority holds the single nationwide FCC license for the 20 MHz of combined Public Safety Broadband Spectrum (758-768 MHz and 788-798 MHz), commonly referred to as Band 14. The FirstNet Authority license also incorporates two one-MHz guard bands at 769 and 799 MHz. Subscription to the NPSBN and use of approved NPSBN devices enables prioritized access to Band 14 spectrum for public safety entities.
3GPP	3GPP is the SDO responsible for development and maintenance of LTE and 5G specifications, though various standards from TTA, ATIS, the Groupe Speciale Mobile Association (GSMA), and the Open Mobile Alliance (OMA) also contribute to broadband functionality and interoperability.
IEEE	The 802.11a, 802.11b/g/n, and 802.11ac wireless standards are collectively known as Wi-Fi technologies and developed and maintained by IEEE. The Official IEEE 802.11 Working Group Project Timelines provides status of each networking standard under development, and a link to each effort. IEEE also maintains the WiMAX family of 802.16 standards.
Open Geospatial Consortium (OGC)	OGC is an international non-profit organization committed to making quality open standards for the global geospatial community. These standards are made through a consensus process and are freely available for anyone to use to improve sharing of the world's geospatial data.

Alerts, Warnings, and Notifications	Grant recipients using funds to cover costs associated with AWN systems should: • Establish strong governance and engage in collaboration with existing AWN stakeholders • Ensure well documented and field tested plans, policies, and procedures, are executed, evaluated for potential gaps, and adapted to evolving AWN capabilities • Invest in secure and resilient AWN solutions, and incorporate safeguards to ensure the accuracy of messaging • Consider diversity and inclusion influence accessibility to AWN issuances, as well as how people receive, interpret, and respond to messages • Invest in solutions that enable comprehensive, targeted, specific, and transparent messaging, while minimizing issuance and dissemination delays • Select software or equipment that also supports regional operable and interoperable solutions If accessing IPAWS, grant recipients should select IPAWS compatible software that meets the IPAWS minimum critical capabilities⁸⁷
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During an emergency, alerts, warnings, and notifications (AWNs) enable public safety officials to provide the public with information quickly. The Federal Emergency Management Agency (FEMA) Integrated Public Alert and Warning System (IPAWS) is an Internet-based capability that federal, state, local, tribal, and territorial authorities can use to issue alerts, warnings, and notifications to the public. IPAWS is accessed through compatible origination software that meets the Common Alerting Protocol (CAP) 1.2 specification required by IPAWS OPEN. There is no cost to send messages through IPAWS, although there may be costs associated with acquiring compatible alert origination software. IPAWS is not mandatory and does not replace existing methods of alerting, but instead complements existing systems and offers unique added capabilities.

FEMA, in accordance with Executive Order 13407, developed IPAWS to ensure that under all conditions the President of the United States can alert and warn the public via the National Public Warning System, a component of IPAWS. In addition, federal, state, local, tribal, and territorial authorities can utilize IPAWS to issue alerts, warnings, and notifications within their jurisdictions. IPAWS improves public safety notification capabilities by allowing authorized Alerting Authorities to deliver AWNs simultaneously through multiple communications pathways, reaching as many people in the impacted area as possible to save lives and protect property. These communication pathways include:

- [Emergency Alert System \(EAS\)](#) used by authorized Alerting Authorities to send detailed warnings via broadcast, cable, satellite, and wireline radio and television channels;
- [Wireless Emergency Alerts \(WEA\)](#) used by authorized Alerting Authorities to geographically target alert messages to mobile devices, generally using cellular broadcast technology;
- [National Weather Service Dissemination Systems](#), including the National Oceanic and Atmospheric Administration (NOAA) Weather Radio;
- [Unique Alerting Systems](#), such as siren systems, digital signage, and wall beacons, that have permission to retrieve alerts directly from IPAWS and deliver the alerts to their customer base; and
- [Future Systems](#), including computer gaming systems, Internet search engines, social sharing websites, wireless device applications, smart home technologies, and others that are or could use IPAWS.

In order to access IPAWS, grant recipients should select equipment and applications that adhere to both the CAP and IPAWS CAP Profile standards, as well as meet the IPAWS minimum critical capabilities. Alert, warning, and notification software and equipment is developed, produced, and distributed by various vendors. While the federal government does not endorse any specific vendor, particular software, or equipment, grant recipients should confirm vendors meet IPAWS compatibility, provide training and support services, use basic security measures (e.g., firewalls, anti-virus tools, anti-spyware tools), implement strong access controls

⁸⁷ IPAWS minimum critical capabilities are available at: emilms.fema.gov/is_0251a/curriculum/1.html.

requiring authentication of users, and connect to the IPAWS Technical Support Services environment. In addition, recipients should also consider factors affecting continuity of operations, such as support of remote employees, mobile alerting capabilities, and contingent operations in disruptive circumstances.

To maintain Awn issuance proficiencies, agencies sending alerts should conduct trainings, exercises, and tests of systems on a regular basis. Lessons observed from these activities and incidents should be evaluated, documented, and incorporated into future operations. Alerting Authorities are encouraged to pose any questions about WEA delivery to wireless providers serving their area and to report the results of WEA trainings, exercises, and tests to the Federal Communications Commission’s Public Safety and Homeland Security Bureau at WEA@fcc.gov. Alerting Authorities should also work to minimize issuance delays, from the point of a hazard’s detection to dissemination, by creating message templates, expediting information sharing, identifying and establishing triggers, and avoiding ad-hoc decision making.

For continued access to IPAWS, and to increase user proficiency and reduce alerting errors, the IPAWS Program Management Office requires authorized Alerting Authorities to demonstrate their ability to compose and send a message through the IPAWS-OPEN system at regular intervals. Such demonstration must be performed monthly through generation of a successful message sent to the IPAWS-OPEN Technical Support Services Facility.

Agencies are encouraged to coordinate with regional partners and submit applications that promote regional (e.g., multi-jurisdictional, cross-state, cross-border) collaboration and cost-effective measures. Awn grant funds should focus on eligible public alert and warning activities to include, but not limited to, the purchase, training, exercising, replacement, and maintenance (e.g., annual license, subscription fees, upgrades) of alert, warning, and notification systems, software, and equipment.

Table B-7. Awn Standards and Resources

Organizations	Standards and Resources
Common Alerting Protocol (CAP)	The CAP standard is an open, non-proprietary digital format for exchanging emergency alerts that was developed by Organization for the Advancement of Structured Information Standards (OASIS). CAP allows a consistent alert message to be disseminated simultaneously over many different dissemination mechanisms. The CAP format is compatible with emerging technologies, such as web services, as well as existing formats including the Specific Area Message Encoding used for the NOAA Weather Radio and the EAS, while offering enhanced capabilities including images, maps, and video.
OASIS	FEMA worked with OASIS to develop a standardized international technical data profile that defines a specific way of using the standard for the purposes of IPAWS. The CAP standard and supplemental IPAWS CAP Profile ensure compatibility with existing warning systems: oasis-open.org/committees/tc_home.php?wg_abbrev=emergency#tc-tools .
FEMA Integrated Public Alert and Warning System (IPAWS)	The IPAWS Program Management Office (PMO) does not endorse any specific vendor, piece of software, or equipment. Test results for any alert and warning software or equipment tested at the IPAWS Technical Support Services Facility can be made available to assist agencies in making procurement decisions by contacting the IPAWS PMO at ipaws@fema.dhs.gov .
Public Safety Communications Ten Keys to Improving Emergency Alerts, Warnings & Notifications	This document provides organizations a series of governance, coordination, planning, cybersecurity, and resiliency best practices to help ensure the successful implementation of their emergency Awn systems and programs. Government and non-government emergency managers, alert originators, system administrators, system operators, and managers can leverage this foundational guidance to deliver timely and actionable messaging during the critical moments of an incident when coordinated communications—down to the second—can save lives.
Essentials of Alerts, Warnings, and Notifications	Developed with SAFECOM and NCSWIC, this document provides an overview of Awn fundamentals and emerging trends. Applicants can review this guidance for future considerations, next steps, and examples of successful Awn system projects.

911 Systems	Grant recipients using funds to cover costs associated with 911, Enhanced 911 (E911), or Next Generation 911 (NG911) should rely on guidance from the National 911 Program and: • Discover standards through the NG911 Standards Identification and Review • Use the NG911 Self Assessment Tool to determine NG911 maturity state • Consider SAFECOM and NCSWIC NG911 transition guidance for next steps • Select Internet Protocol (IP) enabled, standards based 911 equipment and software
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The National 911 Program, administrated by the Department of Transportation National Highway Traffic Safety Administration (NHTSA), provides federal leadership and coordination in supporting and promoting optimal 911 services. This federal home for 911 plays a critical role by coordinating federal efforts that support 911 services in emergency communication centers (ECCs)/public safety answering points (PSAPs) across the nation

NG911 will seamlessly connect ECCs/PSAPs and allow for the transmission and reception of multimedia type data (e.g., text messages, pictures, and video). As NG911 standards continue to evolve, applicants should consult the [NG911 Standards Identification and Review](#) to ensure that solutions developed or procured meet industry guidelines and standards. Applicants should consider the following when planning and implementing NG911:

- Strive for IP-enabled NG911 open standards and understand future technology trends to encourage system interoperability and emergency data sharing
- Establish collaborative relationships and policy mechanisms that facilitate the ongoing coordination required to plan, deploy, operate, and maintain NG911 systems
- Determine the responsible entity(ies) and mechanisms for geospatial data acquisition, reconciliation, and synchronization that are required for NG911
- Establish system access, security controls, and comprehensive cybersecurity plans to protect and manage access to NG911
- Ensure formalized governance models are in place to aid in the transition from legacy 911 to NG911
- Develop and implement sustainable funding models that support the planning, design, deployment, and ongoing operation of NG911
- Develop contract language that ensures the accountability of contractors in building, testing, deploying, operating, and maintaining interoperable and secure NG911 systems
- Create a cybersecurity plan that includes voice (both administrative lines and 911) and data systems (e.g., Computer-Aided Dispatch)

Table B-8. NG911 Resources

Resource	Description
National 911 Program Office	The National 911 Program also provides the 911 community with a collection of documents, website links and other resources generated by both the program and other industry experts. These vetted resources address topics including emerging emergency communications technologies, wireless deployment, E911 location accuracy, cybersecurity, FirstNet, NG911, governance and 911 legislation, and are located in the Document and Tools section of the National 911 Program's website.

Resource	Description
NG911 Maturity State Self-Assessment Tool	This Self-Assessment Tool helps ECC/PSAP administrators and oversight personnel evaluate a system's NG911 maturity state and understand the next steps necessary to continue deployment. It contains a detailed, easy-to-use NG911 readiness checklist that establishes common terminology and identifies key milestones to help 911 call centers understand the multi-year NG911 implementation process. The tool is a downloadable Microsoft Excel file, which ensures that collected results are only shared with the agency completing the assessment. The tool translates the answers from ECC/PSAP personnel into one of six maturity states: Legacy, Foundational, Translational, Intermediate, Jurisdictional End State, or National End State. Adopting and sharing the tool's terminology allows for improved communication—with vendors, industry colleagues, elected officials, and others—at the user's discretion.
911 Grant Program	The Middle Class Tax Relief and Job Creation Act of 2012 authorized \$115 million for a targeted 911 Grant Program administered by the Departments of Transportation and Commerce. The grant closed in September 2022. Visit 911.gov/projects/federal-funding for information along with other federal programs that may fund 911 activities.
911 Coronavirus/ COVID-19 Resources	This website provides numerous Coronavirus/COVID-19 resources, including a webinar for telecommunicators and EMS clinicians, as well as guidance on preparing and managing a pandemic response.
National Emergency Number Association (NENA) Security for NG911 Standard	Standards of note for NG911 networks include NENA-STA-010: Detailed Functional and Interface Specification for the NENA i3 Solution; NENA 75-001: NENA Security for NG911 Standard (NG-SEC); NENA 75-502: NG-SEC Audit Checklist; NENA 04-503: Network/System Access Security Information Document, and NENA-INF-015.1-2016: NG911 Security Information Document. nena.org .
NG911 Standards Identification and Review	Collection of resources from all major standards bodies that address cybersecurity when planning for NG911 deployments: 911.gov/issues/ng911/standards-for-enhanced-and-next-generation-911/ .
Cyber Risks to NG911 White Paper	This white paper provides an overview of the cyber risks that NG911 systems may face. It is intended to serve as an informational tool for system administrators to better understand the full scope and range of potential risks, as well as recommend mitigations to these risks. Developed by CISA in conjunction with the Department of Transportation, the document is an introduction to improving the cybersecurity posture of NG911 systems nationwide.
Cyber Risks to NG911: Telephony Denial of Service	This fact sheet familiarizes public safety communications partners with Telephony Denial of Service (TDoS) threats to NG911. The document overviews common TDoS attack vectors, highlights real-world TDoS incidents, and suggests best practices to mitigate TDoS impacts.
NG911 Incident-Related Imagery Impacts 101	This document provides public safety and emergency communications leadership with considerations for addressing incident-related imagery. It also provides topic-specific guidance and available resources.
FCC CSRIC Reports	The Communications Security, Reliability, and Interoperability Council's mission is to provide recommendations to the FCC to ensure, among other things, optimal security and reliability of communications systems, including telecommunications, media, and public safety. For CSRIC reports, visit: fcc.gov/about-fcc/advisory-committees/communications-security-reliability-and-interoperability .
Geographic Information System (GIS) Lifecycle Best Practices Guide	This guide provides an overview of the GIS lifecycle from planning and implementation to assessing the need to upgrade capabilities. It also highlights best practices for each of the six phases, such as establishing a governance structure, identifying technical requirements for procuring resources, and developing policies and procedures to manage and secure data.
NG911 Interstate Playbook	This resource provides best practices, guidance, and considerations on PSAP transition to NG911. Compiled by state 911 administrators, the playbook's four chapters note new methods of connectivity and information sharing among multiple, separate jurisdictions and states.

Resource	Description
NG911/Public Safety Broadband Network Information	This 911 Program Office webpage summarizes current efforts to integrate NG911 and Public Safety Broadband Networks: 911.gov/projects/ng911-psbn-interconnection/ .
Kari's Law and RAY BAUM'S Act Compliance	This webpage provides information on Kari's Law, which ensures anyone can reach a 911 call center when dialing from a multi-line telephone system, as well as the RAY BAUM'S Act, which emphasizes the importance of making dispatchable location information from all 911 calls available to PSAPs. Information includes tools for the 911 Community, such as an overview of legislation, detailed lists of state laws and FCC rules, compliance rules and deadlines, and an interactive checklist towards compliance.
NG911 Procurement Guidance	The National 911 Project has developed NG911 Procurement Guidance for PSAP managers to follow as they upgrade outdated systems. The guidance document assists in the areas of contract negotiation, establishment of scope of work documents, and creation of service for the NG911 system once upgrades are complete. In addition, the document defines a set of important terms used in contract procurements, provides a checklist of considerations while negotiating the Statement of Work, and lists suggestions for ensuring that critical security procedures are established and managed.
The "State of 911" Webinar Series	Pending 911 legislation may provide "a once in a career" opportunity to plan, prepare, and take advantage of federal grant funding to implement NG911. This webinar series shares information to help states prepare for possible future federal grant funding: State of 911 Webinars .
The Successful NG911 Transition: A Case Study of the California Office of Emergency Services	This case study provides insights and guidance directly from the team leading California's NG911 upgrades at 437 PSAPs. In addition to insights, best practices, and guidance, this case study also provides helpful resources.
The California Statewide NG911 Geographic Information System	This document highlights California's process of implementing a statewide GIS system. Paired with the <i>GIS Lifecycle Best Practices Guide for NG911</i> , it provides users with helpful tips for navigating the GIS lifecycle, including planning, governance, funding, and security considerations.
A Tale of Two Approaches: Mandatory vs. Voluntary Implementations of NG911	This document tackles some common challenges, opportunities, and considerations for both mandatory and voluntary deployments of NG911.
Utilizing Partnerships to Make NG911 Possible	This document lists a variety of resources inside and outside government agencies that should be tapped to ensure proper planning, procurement, and implementation of NG911.
911 Cybersecurity Resource Hub	This webpage contains SAFECOM and the National Council of Statewide Interoperability Coordinators resources for ECCs, including resources for reporting a cyber incident, real world use cases, planning: response and recovery, cybersecurity awareness and training, protecting networks from cyberattacks, design and implementation, and risk assessments.

Data Exchange and Information Sharing Environments	Agencies should perform an evaluation of who the organization most often communicates with, and what types of information are commonly exchanged Grant recipients using federal funds for data exchange solutions should ensure the solutions comply with OASIS EDXL suite of data messaging standards and NIEM framework For any grant funding software based patient tracking products, the product is strongly encouraged to comply with OASIS EDXL TEP, Bi directional Transformation of OASIS EDXL TEP (Tracking of Emergency Patients) v1.1, and HL7 v2.7.1 Specification Version
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Data exchange and information sharing solutions are as fundamental as a digital data “snapshot” transferred over electronic media, or as tailored as custom-interface applications that allow proprietary applications to be linked. Challenges to effective information exchange include increasing types of data being exchanged, such as geographic information systems, evacuee or patient tracking, biometrics, accident and crash telematics, Computer-Aided Dispatch, Automatic Vehicle Location, and more. To communicate seamlessly with the increasingly interconnected systems of the broader community, agencies should consider standards-based information exchange models.

The National Information Exchange Model (NIEM) is a framework for exchanging information that provides common terminology for users and a repeatable, reusable process for developing information exchange requirements. NIEM was established by the Departments of Justice and Homeland Security in 2005 to unite stakeholders from federal, state, local, tribal, and territorial governments and the private sector, to develop and deploy a national model for information sharing and the organizational structure to govern it. Today, all 50 states and many federal agencies are using or considering NIEM, including adoption by the Departments of Agriculture, Defense, Health and Human Services, and Transportation. NIEM allows disparate systems to share, exchange, accept, and translate information in an efficient manner that all users can understand.

In addition to the NIEM framework, agencies should reference the Global Reference Architecture (GRA) and the OASIS Emergency Data eXchange Language (EDXL) suite of data messaging standards. Applicable standards include the CAP; distribution element; hospital availability exchange; resources messaging; reference information model; situation reporting; and tracking emergency patients.

- [Global Reference Architecture](#) provides guidance for agencies to develop and establish a service-oriented architecture for public safety information sharing. The GRA incorporates and reuses appropriate subsets of the NIEM, as well as other models such as the Global Federated Identity and Privilege Management (GFIPM) sponsored by the Departments of Justice and Homeland Security. The GRA provides practitioners with overarching guidance that demonstrates how federal initiatives, including NIEM and GFIPM, work together and how to accelerate the planning process. Agencies can use this GRA tool to develop a well-conceived, formal approach to designing information sharing solutions and systems. A key benefit of a reference architecture is it helps promote consistent thinking and approaches among the people who use it, even if they have not shared information with each other.
- [OASIS EDXL](#) suite of data messaging standards facilitates information sharing among public safety agencies. Grant-funded systems, developmental activities, or services related to emergency response information sharing should comply with the following OASIS and HL-7 standards: "OASIS EDXL-TEP" and Bi-directional Transformation of OASIS EDXL-TEP (Tracking of Emergency Patients) v1.1 and HL7 v2.7.1 Specification Version and OASIS EDXL suite of data messaging standards. Compliance should include the following OASIS EDXL standards:
 - Common Alerting Protocol, version 1.2 or latest version
 - Distribution Element (DE), version 1.0 or latest version
 - Hospital AVailability Exchange (HAVE), version 1.0 or latest version

- Resource Messaging (RM) standards, version 1.0 or latest version

In efforts to develop an Information Sharing Framework (ISF) to support public safety telecommunications, the SAFECOM and National Council of Statewide Interoperability Coordinators (NCSWIC) established the Information Sharing Framework Task Force comprised of information technology and communications subject matter experts from public safety agencies across the country. This task force has developed an ISF to ensure effectiveness of new products and technologies as agencies transition to mobile and fully interconnected environments.

To begin using the functional components of the ISF integration layer, public safety agencies should ask the following high-level operational questions:

- What is the content?
- What is the data source?
- Who owns the data?
- Who needs it?
- Over what path?
- Over what application?

A few of the widely used exchange models are provided as part of this appendix; however, an evaluation of who the organization most often communicates with, and what types of information are commonly exchanged, is recommended in selecting an ideal data exchange and information sharing solution. For more information on how to develop and implement an ISF and customize it for various use cases, see the [SAFECOM/NCSWIC Approach for Developing an Interoperable Information Sharing Framework](#).

Table B-9. Data Exchange Standards and Resources

Organizations	Standards and Resources
NIEM	Applicants are encouraged to reference the NIEM website to develop a greater understanding of data exchange functions and processes.
GRA	Many Department of Justice grant solicitations require its grant recipients to comply with the GRA, specifically the Global Standards Package, which describes a full information sharing technology standards implementation suite that addresses data standardization, messaging architecture, security, and privacy requirements. For additional information, including technical assistance and training opportunities, visit the Office of Justice Programs website at: https://bja.ojp.gov/program/it/national-initiatives/gra .
OASIS	OASIS Emergency Management Technical Committee creates incident- and emergency-related standards for data interoperability: Common Alerting Protocol; EDXL – Distribution Element; EDXL – Resource Messaging; and EDXL – Tracking of Emergency Clients. oasis-open.org .
SAFECOM and NCSWIC Information Sharing Framework Task Force	SAFECOM and NCSWIC, in coordination with CISA and the Johns Hopkins Applied Physics Laboratory, developed an ISF to help responders to discover, access, and consume any relevant information on a need-to-know basis, regardless of jurisdiction, affiliation, or location. cisa.gov/safecom/technology .
Information Sharing Assessment Tool	The Information Sharing Assessment Tool , developed by DHS with the guidance of local, state, and federal public safety practitioners, is a tool for public safety officials and first responders to identify their own information sharing capabilities and gaps. It aims to empower communities to develop an action plan to address their most pressing information-sharing gaps; publicize their progress and achievements; and facilitate inter-agency and cross-discipline information sharing.
911 DataPath	This effort is a result of a formal recommendation by the FCC's TFOPA and includes a Strategic Plan and Administrative Dataset for Decision Making: 911.gov/projects/911-datapath/ .

Appendix C – Emergency Communications Resources

This appendix provides links to references in the *SAFECOM Guidance* and additional resources to help grant applicants develop emergency communications projects and complete federal grant applications. Visit the SAFECOM website (cisa.gov/safecom) for additional resources.

911 / Next Generation 911 (NG911)

- See [Appendix B in the SAFECOM Guidance](#)
- National 911 Program Website: 911.gov
 - 911 DataPath: 911.gov/projects/911-datapath/
 - 911 Grant Program: 911.gov/projects/federal-funding
 - NG911 Standards Identification and Review: 911.gov/docs-and-tools/#sort=date
 - NG911 Self-Assessment Tool: 911.gov/projects/ng911-self-assessment-tool/
 - Webinars: 911.gov/webinars/
 - Federal Funding Programs for 911: 911.gov/projects/federal-funding
- National Association of State 911 Administrators: nasna911.org and nasna911.org/contact-911
- National Emergency Number Association: nena.org

Cybersecurity

- See [Appendix B in the SAFECOM Guidance](#)
- NIST Cybersecurity Framework 2.0: nist.gov/cyberframework
- CISA Cyber Resource Hub: cisa.gov/cyber-resource-hub
- CISA Public Safety Cybersecurity Website: cisa.gov/public-safety-cybersecurity

Department of Justice (DOJ)

- *Law Enforcement Tech Guide for Communications Interoperability*: cisa.gov/safecom/planning-resources

Cybersecurity and Infrastructure Security Agency (CISA)

- CISA Website: cisa.gov
- Contact Information: ECD@cisa.dhs.gov
- 911 Cybersecurity Resource Hub: SAFECOM/National Council of Statewide Interoperability Coordinators resources for Emergency Communications Centers: cisa.gov/911-cybersecurity-resource-hub
- Identity, Credential, and Access Management Resources and *Trustmark Framework*: cisa.gov/safecom/icam
- *National Emergency Communications Plan*: cisa.gov/national-emergency-communications-plan
- National Interoperability Field Operations Guide: cisa.gov/safecom/field-operations-guides
- Pandemic Guidelines for 911 Centers: cisa.gov/resources-tools/programs/emergency-communications-pandemic-guidance
- Priority Services Programs: cisa.gov/resources-tools/programs/priority-telecommunications-services
- Shared Communication Systems and Infrastructure: cisa.gov/resources-tools/services/shared-communication-systems-and-infrastructure
- Technical Assistance and Training Catalogs: cisa.gov/safecom/ictapscip-resource, dhs.gov/training-technical-assistance, and cisa.gov/resources-tools/resources/cisa-services-catalog
- *Transition to Advanced Encryption Standard*: cisa.gov/sites/default/files/2023-10/23_0918_fp1c_AES-Transition-WhitePaper_Final_508C_23_1023.pdf

Federal Communications Commission (FCC)

- FCC Public Safety and Homeland Security Bureau: [fcc.gov/public-safety-and-homeland-security](https://www.fcc.gov/public-safety-and-homeland-security)
- Contact Information: pshsbinf@fcc.gov
- FCC Fee Filing Guide for the Wireless Telecommunications Bureau: [fcc.gov/licensing-databases/fees/application-processing-fees](https://www.fcc.gov/licensing-databases/fees/application-processing-fees)
- FCC Narrowbanding Website: [fcc.gov/narrowbanding-overview](https://www.fcc.gov/narrowbanding-overview)
- Communications Security Reliability and Interoperability Council: [fcc.gov/about-fcc/advisory-committees/communications-security-reliability-and-interoperability](https://www.fcc.gov/about-fcc/advisory-committees/communications-security-reliability-and-interoperability)
- Task Force on Optimal Public Safety Answering Point Architecture: [fcc.gov/about-fcc/advisory-committees/general/task-force-optimal-public-safety-answering-point](https://www.fcc.gov/about-fcc/advisory-committees/general/task-force-optimal-public-safety-answering-point)
- FCC 700 MHz Public Safety Broadband Spectrum Guidance: [fcc.gov/700-mhz-public-safety-narrowband-spectrum](https://www.fcc.gov/700-mhz-public-safety-narrowband-spectrum)
- FCC 800 MHz Transition: [fcc.gov/general/800-mhz-spectrum](https://www.fcc.gov/general/800-mhz-spectrum)
- Narrowbanding Guidance
 - [SAFECOM Guidance, Section 3.3](#)
 - Guidance for licensees for FCC's narrowband operation requirement: [fcc.gov/narrowbanding-overview](https://www.fcc.gov/narrowbanding-overview)
 - Information on Frequency Coordinators: [fcc.gov/general/public-safety-frequency-coordinators](https://www.fcc.gov/general/public-safety-frequency-coordinators)
 - Contact Information: narrowbanding@fcc.gov
- *Ending 9-1-1 Fee Diversion Now Strike Force (911 Strike Force) Report*: [fcc.gov/911strikeforce](https://www.fcc.gov/911strikeforce)
- 911 Fee Reports and Reporting: [fcc.gov/general/911-fee-reports](https://www.fcc.gov/general/911-fee-reports)

Federal Emergency Management Agency (FEMA)

- FEMA Grants Website: [fema.gov/grants](https://www.fema.gov/grants)
 - Authorized Equipment List: [fema.gov/grants/tools/authorized-equipment-list](https://www.fema.gov/grants/tools/authorized-equipment-list)
 - Information Bulletins: [fema.gov/grants/preparedness/about/informational-bulletins](https://www.fema.gov/grants/preparedness/about/informational-bulletins)
 - *Preparedness Grants Manual*: [fema.gov/grants/preparedness/manual](https://www.fema.gov/grants/preparedness/manual)
- *Comprehensive Preparedness Guide 201*: [fema.gov/emergency-managers/national-preparedness/goal/risk-capability-assessment](https://www.fema.gov/emergency-managers/national-preparedness/goal/risk-capability-assessment)
- Environmental Planning and Historical Preservation (EHP): [SAFECOM Guidance, Section 4.5 - Additional Requirements and Recommendations for Equipment Purchases](#)
 - EHP guidance for DHS/FEMA grant applications: [fema.gov/grants/guidance-tools/environmental-historic](https://www.fema.gov/grants/guidance-tools/environmental-historic)
 - For questions on EHP for DHS/FEMA grants, contact: GPDEHPInfo@fema.gov
 - For information on federal EHP requirements, see the Council on Environmental Quality Regulations, 40 CFR Part 1500-1508: [energy.gov/sites/prod/files/NEPA-40CFR1500_1508.pdf](https://www.energy.gov/sites/prod/files/NEPA-40CFR1500_1508.pdf)
- Integrated Public Alert and Warning System (IPAWS) Program Office: [fema.gov/emergency-managers/practitioners/integrated-public-alert-warning-system](https://www.fema.gov/emergency-managers/practitioners/integrated-public-alert-warning-system)
 - Alerting Authorities and State, Local, Tribal, and Territorial Users: [fema.gov/emergency-managers/practitioners/integrated-public-alert-warning-system](https://www.fema.gov/emergency-managers/practitioners/integrated-public-alert-warning-system)
 - Common Alerting Protocol: [fema.gov/emergency-managers/practitioners/integrated-public-alert-warning-system/technology-developers/common-alerting-protocol](https://www.fema.gov/emergency-managers/practitioners/integrated-public-alert-warning-system/technology-developers/common-alerting-protocol)
 - Information Materials: [fema.gov/emergency-managers/practitioners/integrated-public-alert-warning-system](https://www.fema.gov/emergency-managers/practitioners/integrated-public-alert-warning-system)
 - IPAWS Best Practices: [fema.gov/sites/default/files/documents/fema_ipaws-best-practices-guide.pdf](https://www.fema.gov/sites/default/files/documents/fema_ipaws-best-practices-guide.pdf)
 - IPAWS Components: [fema.gov/emergency-managers/practitioners/integrated-public-alert-warning-system](https://www.fema.gov/emergency-managers/practitioners/integrated-public-alert-warning-system)
 - IPAWS Modernization Act of 2015: [congress.gov/bill/114th-congress/senate-bill/1180](https://www.congress.gov/bill/114th-congress/senate-bill/1180)
 - IPAWS Program Planning Toolkit: [fema.gov/emergency-managers/practitioners/integrated-public-alert-warning-system/public-safety-officials/toolkit](https://www.fema.gov/emergency-managers/practitioners/integrated-public-alert-warning-system/public-safety-officials/toolkit)
- Presidential Policy Directive–8: [dhs.gov/presidential-policy-directive-8-national-preparedness](https://www.dhs.gov/presidential-policy-directive-8-national-preparedness) and [fema.gov/emergency-managers/national-preparedness](https://www.fema.gov/emergency-managers/national-preparedness)
- National Incident Management System (NIMS): [fema.gov/emergency-managers/nims](https://www.fema.gov/emergency-managers/nims)

- NIMS National Standard Curriculum Training Development Guidance: fema.gov/emergency-managers/nims/implementation-training
- National Preparedness Goal: fema.gov/emergency-managers/national-preparedness/goal
- National Preparedness System: fema.gov/emergency-managers/national-preparedness/system
- National Risk Index: fema.gov/flood-maps/products-tools/national-risk-index
- Stakeholder Preparedness Review: fema.gov/emergency-managers/national-preparedness/goal/risk-capability-assessment
- State Administrative Agency Contact List: fema.gov/grants/preparedness/about/state-administrative-agency-contacts
- State Homeland Security Director Office Information: dhs.gov/state-homeland-security-and-emergency-services
- Threat and Hazard Identification and Risk Assessment: fema.gov/emergency-managers/national-preparedness/goal/risk-capability-assessment
- Training: fema.gov/emergency-managers/national-preparedness/training and firstrespondertraining.gov/frts/
 - Homeland Security Exercise and Evaluation Program: fema.gov/emergency-managers/national-preparedness/exercises/hseep
 - Incident Command System Resource Center: training.fema.gov/emiweb/is/icsresource

Federal Grants Information and Listings

- Office of Management and Budget Circulars, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards: govinfo.gov/app/details/CFR-2014-title2-vol1/CFR-2014-title2-vol1-part200
- Grants.gov Website: grants.gov
- FEMA Grants: fema.gov/grants
- SAFECOM compiled *List of Federal Financial Assistance Programs Funding Emergency Communications*: cisa.gov/safecom/emergency-comms-grants-list

First Responder Network Authority (FirstNet Authority) / Nationwide Public Safety Broadband Network

- FirstNet Authority Website: firstnet.gov
- FirstNet Authority Contact Information: info@firstnet.gov
- NTIA Public Safety Website: ntia.doc.gov/category/public-safety
- Middle Class Tax Relief and Job Creation Act: govinfo.gov/content/pkg/PLAW-112publ96/pdf/PLAW-112publ96.pdf

SAFECOM / National Council of Statewide Interoperability Coordinators (NCSWIC)

- *Best Practices for Planning and Implementation of Project 25 Inter-RF Subsystem (ISSI) and Console Subsystem (CSSI), Volumes I and II*: cisa.gov/resources-tools/resources/p25-resources
- *Contingency Considerations When Facing Reductions in Emergency Communications Budgets*: cisa.gov/sites/default/files/2023-02/22_0302_contingency_planning_fact_sheet_final_508.pdf
- *Contingency Planning Guide for Emergency Communications Funding*: cisa.gov/sites/default/files/2023-02/22_0302_contingency_planning_guide_for_emergency_communcations_funding_final_508.pdf
- *Emergency Communications System Lifecycle Planning Guide*: cisa.gov/sites/default/files/2023-02/Emergency%20Communications%20System%20Life%20Cycle%20Planning%20Guide%20August%202011%20508c.pdf
- *Governance Guide for State, Local, Tribal, and Territorial Emergency Communications Officials*: cisa.gov/sites/default/files/publications/2018%2520Emergency%2520Communications%2520Governance%2520Guide%2520for%2520State%252C%2520Local%252C%2520Tribal%2520and%2520Territorial%2520Officials.pdf
- *Interoperability Planning for Wireless Broadband*: cisa.gov/sites/default/files/publications/interoperability_planning_wireless_broadband_web_111711.pdf

- *The Funding and the Future of P25 Video*: cisa.gov/resources-tools/resources/p25
- *Funding and Sustaining LMR: Materials for Decisions-Makers*: cisa.gov/safecom/funding
- *Funding Mechanisms Guide for Public Safety Communications*: cisa.gov/sites/default/files/2023-02/21_0621_funding_mechanisms_guide_final_508.pdf
- *NG911 Self-Assessment Tool*: 911.gov/projects/ng911-self-assessment-tool/
- *Operational Best Practices for Encryption Key Management*: cisa.gov/sites/default/files/publications/08-19-2020_Operational-Best-Practices-for-Encryption-Key-Mgmt_508c.pdf
- *Project 25 ISSI and CSSI Primer*: cisa.gov/sites/default/files/publications/20190130%2520ISSI-CSSI%2520Primer%2520FINAL%2520508C.pdf
- *Public Safety Communications Dependencies on Non-Agency Infrastructure and Services*: cisa.gov/sites/default/files/publications/Public%2520Safety%2520Communications%2520Dependencies%2520on%2520Non-Agency%2520Infrastructure%2520and%2520Services_10-21-20_508c.pdf
- *Public Safety Communications Evolution Brochure*: cisa.gov/sites/default/files/publications/Public_Safety_Communications_Evolution_FINAL_01222019_508C.pdf
- *Public Safety Communications: Ten Keys to Improving Emergency Alerts, Warnings & Notifications*: cisa.gov/sites/default/files/publications/safecom-ncswic_ten_keys_to_improving_awns_4.26.19_-_final_section_508_compliant.pdf
- *Public Safety Communications Resiliency: Ten Keys to Obtaining a Resilient Local Access Network*: cisa.gov/sites/default/files/publications/07202017_10_Keys_to_Public_Safety_Network_Resiliency_010418_FINAL508C.pdf
- *Public Safety Communications Network Resiliency Self-Assessment Guidebook*: cisa.gov/sites/default/files/publications/DHS%2520ECD%2520Public%2520Safety%2520Communications%2520Network%2520Resiliency%2520Self-Assessment%2520Guidebook_11.29.18%2520-%2520FINAL.pdf
- *Regional Interoperability Communications Plan Template*: cisa.gov/sites/default/files/2023-02/Regional%20Interoperable%20Communications%20Plan%20%28RICP%29%20Template.pdf
- *SAFECOM Interoperability Continuum*: cisa.gov/sites/default/files/publications/21_0615_cisa_safecom_interoperability_continuum_brochure_final.pdf
- SAFECOM Member List: cisa.gov/safecom/membership
- Statewide Interoperability Coordinator (SWIC): See *SAFECOM Guidance, Sections 3.2 and 4.2*
- Statewide Communication Interoperability Plan (SCIP): See *SAFECOM Guidance, Sections 2.2 and 4.2*
 - CISA SCIP Website: cisa.gov/resources-tools/services/statewide-communication-interoperability-plans-workshops
 - To find your SCIP, please contact your SWIC or SCIP Point of Contact. SWIC contact information can be found on the NCSWIC membership page: cisa.gov/safecom/ncswic-membership

Standards

- SAFECOM Guidance on Technology and Equipment Standards: *SAFECOM Guidance, Section 4.5 and Appendix B*
- Association of Public-Safety Communications Officials standards: apcointl.org/services/standards/
 - Project 43: Broadband Implications for the PSAP: apcointl.org/technology/next-generation-9-1-1/project-43-broadband-implications-for-the-psap/
- Data Exchange and Information Sharing Environment: See *Appendix B in the SAFECOM Guidance*
 - National Information Exchange Model: niem.gov
 - OASIS, Standards for Data-Related Investments: oasis-open.org
 - Information Sharing Assessment Tool: dhs.gov/science-and-technology/isat
- Long-term evolution (LTE) for Public Safety Broadband: See *Appendix B in the SAFECOM Guidance*
 - 3GPP RAN5 Mobile Terminal Conformance Testing: 3gpp.org/3gpp-groups/radio-access-networks-ran/ran-wg5
- NENA i3 Solution – Stage 3: nena.org/page/standards
- NIST List of Certified Devices: nist.gov/ctl/pscr/process-document-nist-list-certified-devices

- Project 25 (P25) Standards for Land Mobile Radio:
 - standards.tiaonline.org/standards/technology/project_25/index.cfm
 - P25 Technology Interest Group: project25.org
 - P25 Compliance Assessment Program: dhs.gov/science-and-technology/p25-cap
 - P25 Compliance Assessment Program list of approved radio equipment: dhs.gov/science-and-technology/approved-grant-eligible-equipment
 - Statement of P25 User Needs (SPUN): cisa.gov/resources-tools/resources/p25-resources

Appendix D – Compliance Requirements for DHS Grants

This appendix provides guidance for Department of Homeland Security (DHS) and Federal Emergency Management Agency (FEMA) preparedness grants. Recipients using DHS/FEMA funds for emergency communications activities must comply with the *SAFECOM Guidance on Emergency Communications Grants* (SAFECOM Guidance) in accordance with DHS Standard Terms and Conditions. Table D-1 provides a list of requirements for DHS/FEMA grants. For additional information, see relevant sections within the *SAFECOM Guidance*. DHS/FEMA recipients should also refer to the specific Notice of Funding Opportunity or the *Preparedness Grants Manual* for all programmatic requirements that apply (fema.gov/grants).

Table D-1. SAFECOM Guidance Compliance Instructions for DHS Recipients

Topics	Requirements
National and Statewide Plan Alignment Sections 2.2, 2.5, 3.1	- Describe in applications how proposed projects will support national goals and objectives in the National Emergency Communications Plan (NECP). - Describe in applications how proposed projects will align with your state or territory's Statewide Communication Interoperability Plan (SCIP) goals and objectives. To find your SCIP, contact your Statewide Interoperability Coordinator (SWIC) or SCIP Point of Contact. Contact information for SWICs can be found on the NCSWIC membership page: cisa.gov/safecom/ncswic-membership. - Explain how proposed projects address or support communications resiliency.
Project Coordination Sections 2.1, 2.2, 2.4, 3.2, 3.3	- List all participants involved in project planning to demonstrate engagement with the whole community in accordance with Presidential Policy Directive-8 and the NECP. - Develop regional, multi-jurisdictional, multi-disciplinary, and cross-border projects to promote greater interoperability across agencies, pool grant resources, facilitate asset-sharing, and eliminate duplicate purchases. - Designate a full-time SWIC who has the authority and resources to actively improve interoperability with emergency management and response agencies across all levels of government, to include establishing statewide plans, policies, and procedures, and coordinating decisions on communications investments funded through federal grants. - Coordinate proposals with statewide emergency communications governance bodies and leaders (e.g., State Interoperability Executive Committee, SWIC, 911 Administrator).
National Incident Management System (NIMS) Sections 3.4, 4.3, 4.4	- NIMS Implementation Objectives clarify the specific NIMS implementation criteria to be eligible for FEMA preparedness grants (see: fema.gov/emergency-managers/nims/implementation-training). Some grants may have additional NIMS training or personnel credentialing criteria (see the applicable Notice of Funding Opportunity for details). - States, territories, and tribal grant recipients report NIMS implementation annually in the Stakeholder Preparedness Review (SPR). States/territories and tribal grant recipients must submit their annual SPR through the Unified Reporting Tool (URT) and email a copy of the URT submission to their respective DHS/FEMA Regional Federal Preparedness Coordinator and copy fema-spr@fema.dhs.gov. SPR submissions are due no later than December 31 each year.
Spectrum Licensing Section 3.3	If a project requires a new spectrum license, consult the appropriate statewide coordinator (e.g., SWIC), the Federal Communications Commission, and/or the FirstNet Authority to ensure the recipient will have authority to operate in the desired spectrum. Spectrum consultation should begin prior to application submission or during early phases of an approved project. A spectrum license must be in place before associated equipment can be purchased.

Topics	Requirements
Planning and Organization Sections 2.2, 3.4, 4.2	- Update and submit the SPR and Threat and Hazard Identification and Risk Assessment (THIRA). The Comprehensive Preparedness Guide 201 provides a three-step process for conducting a THIRA/SPR. Follow THIRA/SPR submission instructions in program guidance. - Complete and submit the Nationwide Cybersecurity Review to benchmark and measure progress towards improving cybersecurity posture.
Training Sections 2.3, 4.3	Describe in applications how training projects support the NIMS Training Program, are consistent with NECP priorities, and address gaps identified through your state or territory's SCIP, After-Action Reports, and other assessments.
Exercises Section 2.3, 4.4	- Include participants from multiple jurisdictions, disciplines, and levels of government and private sector entities, as appropriate. For additional FEMA exercise guidance, see fema.gov/emergency-managers/national-preparedness/exercises. - Manage and execute exercises in accordance with the Homeland Security Exercise and Evaluation Program.
Equipment Section 4.5	Ensure equipment procurements comply with the covered telecommunications restrictions outlined in the John S. McCain National Defense Authorization Act of 2019 as outlined in FEMA Policy #405-143-1.
Land Mobile Radio (LMR) Equipment Sections 2.5, 4.5, 5, Appendix B	- LMR systems are designed to meet public safety's unique mission critical requirements and support time-sensitive, lifesaving tasks, including rapid voice call-setup, group calling capabilities, high-quality audio, and guaranteed priority access to the end-user. The public safety community is expected to follow a multi-path approach to network infrastructure use and development of advanced technologies. Recipients should sustain current LMR capabilities during deployment of advanced technologies in accordance with the NECP. - Select Project 25 (P25) standards-based equipment for LMR mission critical voice communications. See the DHS Authorized Equipment List to determine allowable equipment types for DHS/FEMA preparedness grants, and the P25 Compliance Assessment Program Approved Equipment List. If proposal includes any non-P25 LMR equipment, recipients must apply for prior approval.
Next Generation 911 (NG911) Systems Sections 2.5, 4.5, 5, Appendix B	NG911 is an Internet Protocol (IP)-based system that allows digital information (e.g., voice, photos, videos, text messages) to flow seamlessly from the public through the 911 network to emergency responders. If proposal includes NG911 systems, review the NG911 Standards Identification and Review and select IP-enabled 911 open standards equipment and software. For additional information, consult the National 911 Program Office at 911.gov.
Public Safety Broadband Sections 2.5, 4.5, 5, Appendix B	Consult with applicable governing bodies and leaders for the latest guidance from the FirstNet Authority, planning for public safety broadband network activities, and identifying the authority to operate on public safety spectrum. For additional information, refer to firstnet.gov.
Alerts, Warnings, and Notifications Sections 2.5, 4.5, 5, Appendix B	The Integrated Public Alert and Warning System (IPAWS) is a modernization and integration of the nation's alert and warning infrastructure. Federal, state, local, tribal, and territorial Alerting Authorities can use IPAWS to alert, warn, and notify the public with public safety information simultaneously via the Emergency Alert System, Wireless Emergency Alerts, the National Oceanic and Atmospheric Administration Weather Radio, and other public alerting systems from a single interface. If proposal includes alerts and warnings, review IPAWS informational materials and Common Alerting Protocol standard at fema.gov/emergency-managers/practitioners/integrated-public-alert-warning-system/technology-developers/common-alerting-protocol.

CALIFORNIA GOVERNOR'S OFFICE OF EMERGENCY SERVICES

FY 2024 State Homeland Security Grant Program
Grant Number #2024-0088 CalOES ID# 107-00000

Subgrantee name: _____ Project: _____

REQUEST FOR SOLE SOURCE PROCUREMENT AUTHORIZATION

1. Project name: _____ Project Budget: \$ _____
2. Describe the project and/or activity that will be provided by the proposed sole source vendor/contractor.
3. Describe your organization's standard procedures when sole source contracting is considered, including the conditions under which a sole source contract is allowed, and any other applicable criteria (i.e. approval requirements, monetary thresholds, etc.).
4. Indicate which of the following circumstances resulted in your organization's need to enter into a sole source contract.
 - a. Item/service is only available from one source (Describe the process used to make that determination. Please provide details.)
 - b. A public urgency or emergency will not permit a delay resulting from competitive solicitation. According to the US Department of Homeland Security/FEMA, "Time constraints will not be considered a factor if the subgrantee has not sought competitive bids in a timely manner." (Describe the urgency or emergency. Please provide details)
 - c. After solicitation of a number of sources, competition was determined inadequate. (Describe the solicitation process that determined competition was inadequate. Please provide details, and attach any relevant supporting material, Request for Proposal, etc.)
5. Did your organization confirm that the contractor/vendor is not debarred or suspended?
6. Will your organization be able to complete all activities associated with the sole source contract by the end of the grant performance period?
7. Has your organization determined the costs are reasonable?
8. Please attach a copy of the cost benefit analysis prepared for this procurement.

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



City Council Staff Report

Department: FIRE SERVICES

August 12, 2025

To: Mayor and City Council

From: Greg Chastain, Fire Chief

By:

Subject: Authorization to Execute an Agreement Between the City of Dinuba and Valley Regional Occupational Program (GC)

RECOMMENDATION:

Council to Authorize the City Manager to execute an agreement between the City of Dinuba and Valley Regional Occupational Program (VROP) to provide emergency medical technician (EMT) field training.

EXECUTIVE SUMMARY:

The fire department proposes to renew an agreement with VROP to provide EMT students with the field training opportunities required to obtain their EMT licenses.

OUTSTANDING ISSUES:

DISCUSSION:

The State of California requires EMT students to complete 24 hours of supervised clinical experience, which must include a minimum of 10 patient contacts. During these contacts, students perform patient assessments and practice EMT skills. The EMT field training programs allow fire department staff to observe potential employment candidates and provide students with an opportunity to experience what it is like to work at Dinuba Fire Department. City Council is asked to approve the agreement and authorize the City Manager to sign it. The agreement is included herein as Attachment 'A'.

FISCAL IMPACT:

None.

PUBLIC HEARING:

ATTACHMENTS:

1. Attachment 'A'

**AGREEMENT BETWEEN
VALLEY REGIONAL OCCUPATIONAL PROGRAM
AND
CITY OF DINUBA**

This is an Agreement between Valley Regional Occupational Program (hereinafter referred to as "Valley ROP") and the City of Dinuba (hereinafter referred to as "City") (collectively reference herein as "the Parties") and is effective as of July 1, 2025

RECITALS

Valley ROP conducts an Emergency Medical Technician-Basic (EMT-B) Training Program, which provides pre-hospital, clinical, and field training for students desiring to become EMT-B in accordance with the provisions of California laws and regulations.

Valley ROP is desirous that its students participating in an EMT-B field experience with City; and

City has field facilities for furnishing this field experience to the students participating in the Valley ROP's program and is desirous of making its field facilities available for this purpose.

AGREEMENT

NOW, THEREFORE, the parties agree as follows:

1. City agrees to provide a supervised program of field experience to the selected EMT-B students in accordance with the terms and conditions stated in this Agreement. Individuals supervising the field experience shall be mutually acceptable to the parties.
2. The period of time for each student's field experience at City shall be mutually agreed upon between City and Valley ROP prior to the beginning of each student's field experience. Reasonable extensions may be agreed to by the parties if a particular student requires additional experience.
3. The number of students to participate in the field experience at City at any given time shall be mutually agreed upon by Valley ROP and City prior to the beginning of the field experience program, and may be modified from time to time by mutual agreement upon the request of either party.
4. City may require Valley ROP to withdraw any student from City's field experience training program who City determines is not performing satisfactorily, or who refuses to follow City's administrative and patient care policies, procedures, rules and regulations.
5. Valley ROP shall notify students that the students shall be responsible for:
 - a. Following the administrative and patient care policies, procedures, rules and regulations of City;
 - b. Acquiring and using the necessary and appropriate uniforms and personal protective equipment when not provided by City;

- c. Arranging for their own transportation and personal living accommodations and costs when not provided by City; and
 - d. Adhering to program requirements concerning obtaining the necessary health screening. Valley ROP will provide this information to the City.
- 6 City shall maintain in its normal course of business complete attendance and progress records and reports on each student's performance and shall provide an evaluation for each student to Valley ROP on forms provided by Valley ROP. All student records shall be maintained by City in a secure location preventing access by unauthorized individuals. City shall not forward to any other person or agency a student record without written consent of the parent/guardian, student over the age of 18, or Valley ROP.
 - 7 City shall, upon reasonable request, permit Valley ROP and/or appropriate governmental agencies charged with the responsibility of accrediting or approving the EMT-B training program to inspect the field facilities, services available for field experience, student's records, and such other materials which pertain to the field training program.
 - 8 It is expressly agreed and understood by Valley ROP and City that the students under this program are in attendance at City for educational purposes.
 - 9 In accordance with Education Code section 45125.1, City shall conduct criminal background checks of its employees having contact with Valley ROP students. Upon receipt of the background check City will certify to Valley ROP that any City employee having regular contact with students has not been convicted of a violent or serious felony as defined by statute.
 - 10 City agrees to submit a written accident report to Valley ROP within twenty-four (24) hours of an accident or incident when a student has suffered an injury, injured another individual, or has been involved in an activity requiring notification of law enforcement or emergency personnel.
 - 11 City shall not discriminate on the basis of race, religion, sex, national origin, age, handicap, or sexual orientation in the operation of the field training program.
 - 12 City will ensure that all staff members working with Valley ROP students are familiar with and agree to adhere to child abuse and/or missing children reporting obligations and procedures under California law, including but not limited to, Education Code section 49370 and Penal Code sections 1166 et seq.
 - 13 It is agreed and understood that the parties to this Agreement are independent contractors, and that neither is the employee or employer of the other and that the employee of one are not the employees of the other.
 - 14 Valley ROP shall take out and maintain during all periods this Agreement is in effect general liability insurance and property insurance naming City as additional insured, indemnifying said additional insureds from and against any and all loss or damage, and from any and all liability for any loss or damage, and all suits, actions, or claims brought by any and all person or persons because of, arising out or resulting from the use of real property and the services being provided by Valley ROP, any dangerous or defective condition thereof, or any act or omission by Valley ROP, said insurance shall be primary to City's general and property insurance policies and shall initially and

hereafter be increased to provide coverage in the same amounts as Valley ROP's public liability policy. Certificates of said insurance shall be provided to the City annually. Valley ROP and City shall each maintain in full force and effect during the full term of this Agreement liability insurance programs.

- 15 In lieu of and notwithstanding the pro rata risk allocation which might otherwise be imposed between the Parties pursuant to Government Code Section 895.6, the Parties agree that all losses or liabilities incurred by a party shall not be shared pro rata but instead Valley ROP and City agree that pursuant to Government Code Section 895.4, each of the parties hereto shall fully indemnify, defend, and hold each of the other parties, their officers, board members, employees, agents and students, harmless from any claim, expense or cost, damage or liability imposed for injury (as defined by Government Code Section 810.8) occurring by reason of the negligent acts or omissions or willful misconduct of the indemnifying party, its officers, employees, of agents and students, under or in connection with or arising out of any work, authority or jurisdiction delegated to such party under this Agreement. No party, nor any officer, board member, employee, agent or student thereof shall be responsible for any damage or liability occurring by reason of the negligent acts or omissions or willful misconduct of the other parties hereto their officers, board members, employees of agents or students, under or in connection with or arising out of any work authority or jurisdiction delegated to such other parties under this Agreement.
- 16 Valley ROP shall ensure that its students are covered under Valley ROP's blanket program for workers compensation. A copy of this policy will be provided to the City annually.
- 17 Valley ROP shall provide basic HIPPA Training for Emergency Medical Services prior to scheduling field training with City. Field training shall include but is not limited to the following topics; Protected Health Information (PHI), Minimum Necessary Standard, Patient Privacy, Permitted Disclosures, Documentation and Security, and Consequences of Violations.
- 18 City shall not subcontract or assign any of the services contemplated under this Agreement.
- 19 This Agreement may be terminated by either party at any time upon mutual agreement of the parties. To terminate this Agreement, either party shall give six (6) months written notice prior to the date of termination.
- 20 This Agreement constitutes the entire agreement between Valley ROP and City, and supersedes any prior or contemporaneous understanding or agreement with respect to the services being provided.
- 21 The terms and conditions of this Agreement shall be governed by the laws of the state of California with venue in Fresno County, California.
- 22 This Agreement shall be for three (3) years and the Parties shall have the option to renew such Agreement every year thereafter.
- 23 Valley ROP's Superintendent, and City administrative representative may mutually agree upon, and may formalize by a separate writing, the operational details of the field training program, and such separate agreement and writing will be binding on both the Valley ROP and the City in the same manner as if they had been part of this agreement.

- 24 Any controversy, claim or dispute, whether based on contract, tort or statute under either California or federal law, arising out of or relating to this Agreement any alleged breach of it shall be determined and settled by binding arbitration in accordance with the Commercial Arbitration Rules of the American Arbitration Association, and a judgment on the award rendered by the arbitrator(s) may be entered in any court having jurisdiction. The arbitration will be conducted in Fresno, California. The prevailing party in the arbitration proceeding will be entitled to recover its reasonable attorneys' fees and costs expended or incurred relating to or arising out of the arbitration matter.
- 25 This Agreement may be modified or amended without additional consideration at any time by mutual written consent of the parties.
- 26 All notices, demands, or other writings in the Agreement provided to be given or made or sent, or which may be given or made or sent, by either party hereto to the other, shall be deemed to have been fully given or made or sent when made in writing and deposited in the United States mail, registered or certified, postage prepaid, and addressed as follows:

Luis Patlan
City Manager
City of Dinuba
405 E El Monte Way
Dinuba, CA 93618

Fabrizio Lofaro
Superintendent
Valley Regional Occupational Program
310 West Myrtle Ave.
Reedley, CA 93654

- 27 Each of the persons signing this Agreement represents and warrants that such person has been duly authorized to sign this Agreement on behalf of the party indicated, and each of the Parties by signing this Agreement warrants and represents that such party is legally authorized and entitled to enter into this Agreement.

CITY OF DINUBA

VALLEY REGIONAL OCCUPATIONAL PROGRAM

By: _____
City Manager

Date: _____

Signed by:  Fabrizio Lofaro
By: _____
Superintendent

Date: 7/29/2025



City Council Staff Report

Department: PUBLIC WORKS

August 12, 2025

To: Mayor and City Council
From: George Avila, Public Works Director
By: Santillan Anna, Fiscal Analyst I
Subject: Award Well 18 Improvements Project and Adopt Resolution No. 2025-42 and Approving FY 25/26 Budget Amendment No. 2026-01 (GA)

RECOMMENDATION:

Council to approve the following actions by one motion:

1. Award Well 18 Improvements Project to Logan Bros Pump & Ag, Inc. in the amount of \$90,492; and,
2. Adopt Resolution No. 2025-42 approving Budget Amendment No. 2026-1 for FY 25/26 to fund the subject project.

EXECUTIVE SUMMARY:

Well 18 located at 820 N Euclid Ave has been out of service due to mechanical failures. Staff solicited informal bids for needed repairs to the well and recommends awarding project to Logan Bros Pump & Ag, Inc. in the amount of \$90,492.

OUTSTANDING ISSUES:

None.

DISCUSSION:

Municipal production wells are crucial for the City of Dinuba, as groundwater is the city's source of drinking water. Dinuba currently operates six active municipal wells, which deliver safe and reliable potable water to homes, schools, businesses, and public facilities. Well 18 was taken out of service due to severe clogging of the well perforations, which resulted in diminished performance and water production. Well 18, located in the northern sector of the City, is a critical source of groundwater supply and plays a vital role in meeting the potable water demand for that part of town.

A recent inspection confirmed the need for rehabilitation, including the mechanical

cleaning of the well screen through jetting and air-lift operations. Following this, a video inspection will be conducted to assess the effectiveness of the cleaning and to evaluate any remaining obstructions or damage to the well or pump appurtenances. In addition to cleaning, a section of the eight-inch steel pipe within the well column requires replacement to restore structural integrity and flow capacity. After cleaning and replacement, the well will be chlorinated and test-pumped to confirm restoration of functionality. Finally, the pump and related appurtenances will be reinstalled.

Staff solicited informal bids for the necessary improvements and received two (2) proposals. The bid results are as follows:

Logan Bros Pump & Ag, Inc.	\$90,492
Belknap Pump Company	\$156,050

Upon review, it was determined that the bid received from Logan Bros Pump & Ag, Inc. in the amount of \$90,492, met the required specifications. Staff recommends that the City Council award the contract to Logan Bros Pump & Ag, Inc. to proceed with the necessary work.

A budget amendment is also needed as the cost of these repairs was not anticipated in the FY 2025-26 budget. Staff recommends that the City Council adopt Resolution No. 2025-42, as outlined in Attachment 'A', approving Budget Amendment No. 2026-01 for Fiscal Year 2025/26 in the amount of \$102,500. The additional requested funding will be used to make necessary repairs at Well 16 located on Kamm Ave.

FISCAL IMPACT:

The subject project will be funded by reserves in the Water Operating Fund.

PUBLIC HEARING:

None.

ATTACHMENTS:

1. Resolution 2025-42

RESOLUTION 2025-42

**A RESOLUTION OF THE COUNCIL OF THE CITY OF DINUBA
 APPROVING FY 2025/2026 BUDGET AMENDMENT NUMBER 2026-1
 TO FUND THE WELL 18 IMPROVEMENTS PROJECT**

WHEREAS, the FY 2025/2026 Annual Budget reflects the City of Dinuba's ongoing commitment to providing core services to the community consistent with the strategic goals established by the City Council; and

WHEREAS, the FY 2025/26 Annual Budget; was approved by the City Council on June 10, 2025 by Resolution 2025-31 and any subsequent amendments to the budget must be approved by Resolution; and

WHEREAS, the City of Dinuba is committed to the health and safety of its residents and therefore wishes to perform necessary improvements to Well 18 located at 820 N Euclid Ave and Well 16 located on Kamm Ave; and

WHEREAS, these improvements include well jetting, chlorination, replacement of 260 feet of deteriorated pipes, and reinstallation of pump appurtenances; and,

NOW, THEREFORE, BE IT RESOLVED, that the City Council of the City of Dinuba approves Budget Amendment No. 2026-1 for the 2025/26 Fiscal Year in the amount of \$102,500 to fund the repairs to Well 18 and Well 16, (See Exhibit "A").

PASSED, APPROVED AND ADOPTED this ____ day of _____ 2025, at a regular meeting of the Dinuba City Council by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

BY:

ATTEST:

 Mayor of the City of Dinuba

 City Clerk



Exhibit 'A'

REQUEST FOR BUDGET AMENDMENT

Budget Number 2026-1

Requested by: Anna Santillan

Account Numbers	Fund Name Description	Budget Amounts	
		Increase	Decrease
REVENUES			
230	Water Fund, Fund Balance		102,500
APPROPRIATIONS			
230-70-703-680-1155	Capital Projects Wells	102,500	
Reason(s) for Budget Amendment: This budget amendment to the Adopted Budget FY 2025-26 is necessary to provide the required repairs to fund Well 18 Improvements Project and Well 16 Repairs as described in Resolution Number 2025-42.			
Department Director _____ Signature Date			
Approval Required Budget Amendment:			
Administrative Services Director _____ Signature Date			
City Manager _____ Signature Date			
City Council: ☐ Approved ☐ Resolution # _____ ☐ Denied Date			
BA # _____ JE # _____ Date Posted _____ By: _____			



City Council Staff Report

Department: CITY MANAGER'S OFFICE

August 12, 2025

To: Mayor and City Council

From: Daniel James, Assistant City Manager

By:

Subject: Resolution No. 2025-43, Authorization to Purchase Real Property (APN: 014-171-010) (DJ)

RECOMMENDATION:

Council to adopt Resolution No. 2025-43 authorizing the purchase of real property located at 1051 East El Monte Way (APN: 014-171-010)

EXECUTIVE SUMMARY:

The City is planning to construct a roundabout at the intersection of E. El Monte Way and Perry Avenue to alleviate congestion and improve safety. In order for the new roundabout to be configured using the most optimal design, real property located at 1051 East El Monte Way (northwest corner of E. El Monte Way and Perry Avenue) must be acquired. Staff have negotiated the purchase of the property with the seller for the amount of \$232,000. The staff are requesting that the City Council authorize the City Manager or designee to execute the purchase agreement.

OUTSTANDING ISSUES:

None

DISCUSSION:

The intersection of El Monte Way and Perry Ave. has experienced a variety of traffic issues for many years. In order to alleviate these issues, a new roundabout is being planned at the intersection. Staff are currently in the design phase of the project and have determined that, in order to accommodate the improvements necessary to construct the roundabout, real property must be acquired to the east of the intersection of El Monte Way and Perry Ave. Staff have negotiated the purchase of the property with the seller and is asking that the City Council formally approve the purchase and authorize the City Manager or designee to execute the purchase agreement. An APN map of the subject property is attached herein as 'Exhibit A' of 'Attachment A.'

Property Location: 990 East El Monte Way. Dinuba, CA 93618

APN: 018-011-006

Purchase Price: \$232,000

Funding: Measure R (TCAG)

Staff has prepared Resolution No. 2025-43 which outlines the terms of the purchase of the subject property. The Resolution is attached herein as 'Attachment A.' Staff has also executed a Purchase Agreement with the seller which is contingent upon approval of the purchase by City Council. Should Council not approve the sale, the agreement would become null and void. A copy of the purchase agreement is attached as 'Attachment B.' Staff recommends Council adopt Resolution No. 2025-43 and authorize the City manager, or designee to execute all documents pertaining to the purchase of the property.

FISCAL IMPACT:

\$232,000 to be funded by local Measure R monies which have been allocated by TCAG.

PUBLIC HEARING:

None required.

ATTACHMENTS:

1. A. Resolution 2025-43 - Real Property Purchase
2. B. Purchase Agreement

RESOLUTION 2025-43

**A RESOLUTION OF THE CITY COUNCIL
OF THE CITY OF DINUBA AUTHORIZING THE PURCHASE OF REAL PROPERTY
LOCATED AT EL MONTE AND PERRY AVENUE.**

WHEREAS, the City of Dinuba is proposing a Roundabout at El Monte and Perry Avenue; and

WHEREAS, the El Monte and Perry Avenue Roundabout requires the acquisition of property in order to accommodate the most functional design; and

WHEREAS, the use of Measure R funds in the amount of \$232,000 have been allocated for property acquisition for the new roundabout; and

WHEREAS, the owners have agreed to sell the property listed below to the City:

Property Owner	APN	Address
RAUL ANGULO	014-171-010	1051 East El Monte Way Dinuba, CA 93618

WHEREAS, the City Engineer recommends the acquisition of the subject property from the property owners listed above in order to accommodate the proposed roundabout;

NOW, THEREFORE, BE IT RESOLVED that the City Council of Dinuba hereby takes the following actions:

1. Authorizes the purchase of real property located at 1051 East El Monte Way in Dinuba, California.
2. Authorize the City manager or designee to execute all documents related to the purchase and transfer of the property to the City of Dinuba.
3. The above recitals are true and correct and are adopted as the findings of the City Council.
4. The provisions of this Resolution are severable and if any provision, clause, sentence, word or part thereof is held illegal, invalid, unconstitutional, or inapplicable to any person or circumstances, such illegality, invalidity, unconstitutionality, or inapplicability shall not affect or impair any of the remaining provisions, clauses, sentences, sections, words or parts thereof of the Resolution or their applicability to other persons or circumstances.
5. That the City Clerk shall certify to the adoption of this Resolution and that the same shall be in full force and effect.

IN WITNESS THEREOF, I, Maribel Reynosa, Mayor of the City of Dinuba have hereunto set my hand and caused the great seal of the City of Dinuba to be affixed, on this ____day of _____two-thousand-twenty-three.

PASSED AND ADOPTED this ____day of _____, 20____by the following vote:

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

Mayor

ATTEST:

Maria Alaniz, City Clerk

EXHIBIT 'A'





DISCLOSURE REGARDING REAL ESTATE AGENCY RELATIONSHIP

(As required by the Civil Code)
(C.A.R. Form AD, Revised 12/24)

☐ (If checked) This form is being provided in connection with a transaction for a leasehold interest exceeding one year as per Civil Code §§ 2079.13(j), (k), and (l).

When you enter into a discussion with a real estate agent regarding a real estate transaction, you should from the outset understand what type of agency relationship or representation you wish to have with the agent in the transaction.

SELLER'S AGENT

A Seller's agent under a listing agreement with the Seller acts as the agent for the Seller only. A Seller's agent or a subagent of that agent has the following affirmative obligations:

To the Seller: A Fiduciary duty of utmost care, integrity, honesty and loyalty in dealings with the Seller.

To the Buyer and the Seller:

- (a) Diligent exercise of reasonable skill and care in performance of the agent's duties.
- (b) A duty of honest and fair dealing and good faith.
- (c) A duty to disclose all facts known to the agent materially affecting the value or desirability of the property that are not known to, or within the diligent attention and observation of, the parties. An agent is not obligated to reveal to either party any confidential information obtained from the other party that does not involve the affirmative duties set forth above.

BUYER'S AGENT

A Buyer's agent can, with a Buyer's consent, agree to act as agent for the Buyer only. This includes a Buyer's agent under a buyer-broker representation agreement with the Buyer. In these situations, the agent is not the Seller's agent, even if by agreement the agent may receive compensation for services rendered, either in full or in part from the Seller. An agent acting only for a Buyer has the following affirmative obligations:

To the Buyer: A fiduciary duty of utmost care, integrity, honesty and loyalty in dealings with the Buyer.

To the Buyer and the Seller:

- (a) Diligent exercise of reasonable skill and care in performance of the agent's duties.
- (b) A duty of honest and fair dealing and good faith.
- (c) A duty to disclose all facts known to the agent materially affecting the value or desirability of the property that are not known to, or within the diligent attention and observation of, the parties. An agent is not obligated to reveal to either party any confidential information obtained from the other party that does not involve the affirmative duties set forth above.

AGENT REPRESENTING BOTH SELLER AND BUYER

A real estate agent, either acting directly or through one or more salespersons and broker associates, can legally be the agent of both the Seller and the Buyer in a transaction, but only with the knowledge and consent of both the Seller and the Buyer.

In a dual agency situation, the agent has the following affirmative obligations to both the Seller and the Buyer:

- (a) A fiduciary duty of utmost care, integrity, honesty and loyalty in the dealings with either the Seller or the Buyer.
(b) Other duties to the Seller and the Buyer as stated above in their respective sections.

In representing both Seller and Buyer, a dual agent may not, without the express permission of the respective party, disclose to the other party confidential information, including, but not limited to, facts relating to either the Buyer's or Seller's financial position, motivations, bargaining position, or other personal information that may impact price, including the Seller's willingness to accept a price less than the listing price or the Buyer's willingness to pay a price greater than the price offered.

SELLER AND BUYER RESPONSIBILITIES

Either the purchase agreement or a separate document will contain a confirmation of which agent is representing you and whether that agent is representing you exclusively in the transaction or acting as a dual agent. Please pay attention to that confirmation to make sure it accurately reflects your understanding of your agent's role.

The above duties of the agent in a real estate transaction do not relieve a Seller or Buyer from the responsibility to protect their own interests. You should carefully read all agreements to assure that they adequately express your understanding of the transaction. A real estate agent is a person qualified to advise about real estate. If legal or tax advice is desired, consult a competent professional.

If you are a Buyer, you have the duty to exercise reasonable care to protect yourself, including as to those facts about the property which are known to you or within your diligent attention and observation.

Both Sellers and Buyers should strongly consider obtaining tax advice from a competent professional because the federal and state tax consequences of a transaction can be complex and subject to change.

Throughout your real property transaction you may receive more than one disclosure form, depending upon the number of agents assisting in the transaction. The law requires each agent with whom you have more than a casual relationship to present you with this disclosure form. You should read its contents each time it is presented to you, considering the relationship between you and the real estate agent in your specific transaction. **This disclosure form includes the provisions of §§ 2079.13 to 2079.24, inclusive, of the Civil Code set forth on page 2. Read it carefully.**

Note: Real estate broker commissions are not set by law and are fully negotiable.

I/WE ACKNOWLEDGE RECEIPT OF A COPY OF THIS DISCLOSURE AND THE PORTIONS OF THE CIVIL CODE PRINTED ON THE SECOND PAGE.

☒ Buyer ☐ Seller ☐ Landlord ☐ Tenant Luis Patlan **City of Dinuba** Date 08/01/2025

☐ Buyer	☐ Seller	☐ Landlord	☐ Tenant	Date
☐ Buyer	☐ Seller	☐ Landlord	☐ Tenant	Date

Agent: [Harness Realty](http://www.harnessrealty.com) DRE Lic. # **01893543**

Real Estate Broker (Firm)

By Scott Harness **Scott Harness** DRE Lic. # **01893543** Date **08/01/2025**

(Salesperson or Broker-Associate, if any)

AD REVISED 12/24 (PAGE 1 OF 2)

DISCLOSURE REGARDING REAL ESTATE AGENCY RELATIONSHIP (AD PAGE 1 OF 2)

Scott Harness, Broker, 124 W Tulare st Dinuba CA 93618
 Scott Harness Produced by

Phone: 5593058361

Fax:
www.lwolf.com

City of Dinuba

Produced with Lone Wolf Transactions (zipForm Edition) 717 N Harwood St. Suite 2200, Dallas, TX 75201

CIVIL §§ 2079.13 - 2079.24 (2079.16 APPEARS ON THE FRONT)

2079.13. As used in this section and §§ 2079.7 and 2079.14 to 2079.24, inclusive, the following terms have the following meanings:

(a) "Agent" means a person acting under provisions of Title 9 (commencing with § 2295) in a real property transaction, and includes a person who is licensed as a real estate broker under Chapter 3 (commencing with § 10130) of Part 1 of Division 4 of the Business and Professions Code, and under whose license a listing is executed or an offer to purchase is obtained. The agent in the real property transaction bears responsibility for that agent's salespersons or broker associates who perform as agents of the agent. When a salesperson or broker associate owes a duty to any principal, or to any buyer or seller who is not a principal, in a real property transaction, that duty is equivalent to the duty owed to that party by the broker for whom the salesperson or broker associate functions. (b) "Buyer" means a transferee in a real property transaction, and includes a person who executes an offer to purchase real property from a seller through an agent, or who seeks the services of an agent in more than a casual, transitory, or preliminary manner, with the object of entering into a real property transaction. "Buyer" includes a vendee or lessee of real property. (c) "Commercial real property" means all real property in the state, except (1) single-family residential real property, (2) dwelling units made subject to Chapter 2 (commencing with § 1940) of Title 5, (3) a mobilehome, as defined in § 798.3, (4) vacant land, or (5) a recreational vehicle, as defined in § 799.29. (d) "Dual agent" means an agent acting, either directly or through a salesperson or broker associate, as agent for both the seller and the buyer in a real property transaction. (e) "Listing agreement" means a written contract between a seller of real property and an agent, by which the agent has been authorized to sell the real property or to find or obtain a buyer, including rendering other services for which a real estate license is required to the seller pursuant to the terms of the agreement. (f) "Seller's agent" means a person who has obtained a listing of real property to act as an agent for compensation. (g) "Listing price" is the amount expressed in dollars specified in the listing for which the seller is willing to sell the real property through the seller's agent. (h) "Offering price" is the amount expressed in dollars specified in an offer to purchase for which the buyer is willing to buy the real property. (i) "Offer to purchase" means a written contract executed by a buyer acting through a buyer's agent that becomes the contract for the sale of the real property upon acceptance by the seller. (j) "Real property" means any estate specified by subdivision (1) or (2) of § 761 in property, and includes (1) single-family residential property, (2) multiunit residential property with more than four dwelling units, (3) commercial real property, (4) vacant land, (5) a ground lease coupled with improvements, or (6) a manufactured home as defined in § 18007 of the Health and Safety Code, or a mobilehome as defined in § 18008 of the Health and Safety Code, when offered for sale or sold through an agent pursuant to the authority contained in § 10131.6 of the Business and Professions Code. (k) "Real property transaction" means a transaction for the sale of real property in which an agent is retained by a buyer, seller, or both a buyer and seller to act in that transaction, and includes a listing or an offer to purchase. (l) "Single-family residential property" or "single-family residential real property" means any of the following: (1) Real property improved with one to four dwelling units, including a leasehold exceeding one year's duration. (2) A unit in a residential stock cooperative, condominium, or planned unit development. (3) A mobilehome or manufactured home when offered for sale or sold through a real estate broker pursuant to § 10131.6 of the Business and Professions Code. (m) "Sell," "sale," or "sold" refers to a transaction for the transfer of real property from the seller to the buyer and includes exchanges of real property between the seller and buyer, transactions for the creation of a real property sales contract within the meaning of § 2985, and transactions for the creation of a leasehold exceeding one year's duration. (n) "Seller" means the transferor in a real property transaction and includes an owner who lists real property with an agent, whether or not a transfer results, or who receives an offer to purchase real property of which he or she is the owner from an agent on behalf of another. "Seller" includes both a vendor and a lessor of real property. (o) "Buyer's agent" means an agent who represents a buyer in a real property transaction. (p) "Buyer-broker representation agreement" means a written contract between a buyer of real property and a buyer's agent by which the buyer's agent has been authorized by the buyer to provide services set forth in subdivision (a) of § 10131 of the Business and Professions Code for or on behalf of the buyer for which a real estate license is required pursuant to the terms of the contract.

2079.14. (a) A copy of the disclosure form specified in § 2079.16 shall be provided in a real property transaction as follows: (1) The seller's agent, if any, shall provide the disclosure form to the seller before entering into a listing agreement. (2) The buyer's agent shall provide the disclosure to the buyer as soon as practicable before the execution of a buyer-broker representation agreement and execution of the buyer's offer to purchase. If the offer to purchase is not prepared by the buyer's agent, the buyer's agent shall present the disclosure form to the buyer not later than the next business day after receiving the offer to purchase from the buyer. (b) The agent providing the disclosure form specified in § 2079.16 shall obtain a signed acknowledgment of receipt from the buyer or seller except as provided in § 2079.15.

2079.15. In any circumstance in which the seller or buyer refuses to sign an acknowledgment of receipt pursuant to § 2079.14, the agent shall set forth, sign, and date a written declaration of the facts of the refusal.

2079.16 Reproduced on Page 1 of this AD form.

2079.17(a) As soon as practicable, the buyer's agent shall disclose to the buyer and seller whether the agent is acting in the real property transaction as the buyer's agent, or as a dual agent representing both the buyer and the seller. This relationship shall be confirmed in the contract to purchase and sell real property or in a separate writing executed or acknowledged by the seller, the buyer, and the buyer's agent prior to or coincident with execution of that contract by the buyer and the seller, respectively. (b) As soon as practicable, the seller's agent shall disclose to the seller whether the seller's agent is acting in the real property transaction as the seller's agent, or as a dual agent representing both the buyer and seller. This relationship shall be confirmed in the contract to purchase and sell real property or in a separate writing executed or acknowledged by the seller and the seller's agent prior to or coincident with the execution of that contract by the seller. (c) The confirmation required by subdivisions (a) and (b) shall be in the following form:

Seller's Brokerage Firm	DO NOT COMPLETE. SAMPLE ONLY	License Number
Is the broker of (check one): ☐ the seller; or ☐ both the buyer and seller. (dual agent)		
Seller's Agent	DO NOT COMPLETE. SAMPLE ONLY	License Number
Is (check one): ☐ the Seller's Agent. (salesperson or broker associate) ☐ both the Buyer's and Seller's Agent. (dual agent)		
Buyer's Brokerage Firm	DO NOT COMPLETE. SAMPLE ONLY	License Number
Is the broker of (check one): ☐ the buyer; or ☐ both the buyer and seller. (dual agent)		
Buyer's Agent	DO NOT COMPLETE. SAMPLE ONLY	License Number
Is (check one): ☐ the Buyer's Agent. (salesperson or broker associate) ☐ both the Buyer's and Seller's Agent. (dual agent)		

(d) The disclosures and confirmation required by this section shall be in addition to the disclosure required by § 2079.14. An agent's duty to provide disclosure and confirmation of representation in this section may be performed by a real estate salesperson or broker associate affiliated with that broker.

2079.18 (Repealed pursuant to AB-1289)

2079.19 The payment of compensation or the obligation to pay compensation to an agent by the seller or buyer is not necessarily determinative of a particular agency relationship between an agent and the seller or buyer. A listing agent and a selling agent may agree to share any compensation or commission paid, or any right to any compensation or commission for which an obligation arises as the result of a real estate transaction, and the terms of any such agreement shall not necessarily be determinative of a particular relationship.

2079.20 Nothing in this article prevents an agent from selecting, as a condition of the agent's employment, a specific form of agency relationship not specifically prohibited by this article if the requirements of § 2079.14 and § 2079.17 are complied with.

2079.21 (a) A dual agent may not, without the express permission of the seller, disclose to the buyer any confidential information obtained from the seller. (b) A dual agent may not, without the express permission of the buyer, disclose to the seller any confidential information obtained from the buyer. (c)

"Confidential information" means facts relating to the client's financial position, motivations, bargaining position, or other personal information that may impact price, such as the seller is willing to accept a price less than the listing price or the buyer is willing to pay a price greater than the price offered. (d) This section does not alter in any way the duty or responsibility of a dual agent to any principal with respect to confidential information other than price.

2079.22 Nothing in this article precludes a seller's agent from also being a buyer's agent. If a seller or buyer in a transaction chooses to not be represented by an agent, that does not, of itself, make that agent a dual agent.

2079.23 (a) A contract between the principal and agent may be modified or altered to change the agency relationship at any time before the performance of the act which is the object of the agency with the written consent of the parties to the agency relationship. (b) A lender or an auction company retained by a lender to control aspects of a transaction of real property subject to this part, including validating the sales price, shall not require, as a condition of receiving the lender's approval of the transaction, the homeowner or listing agent to defend or indemnify the lender or auction company from any liability alleged to result from the actions of the lender or auction company. Any clause, provision, covenant, or agreement purporting to impose an obligation to defend or indemnify a lender or an auction company in violation of this subdivision is against public policy, void, and unenforceable.

2079.24 Nothing in this article shall be construed to either diminish the duty of disclosure owed buyers and sellers by agents and their associate licensees, subagents, and employees or to relieve agents and their associate licensees, subagents, and employees from liability for their conduct in connection with acts governed by this article or for any breach of a fiduciary duty or a duty of disclosure.





CALIFORNIA RESIDENTIAL PURCHASE AGREEMENT AND JOINT ESCROW INSTRUCTIONS

(C.A.R. FORM RPA, Revised 12/24)

Date Prepared: July 31, 2025

1. OFFER:

- A. THIS IS AN OFFER FROM** City of Dinuba ("Buyer").
- B. THE PROPERTY** to be acquired is 1051 E El Monte Way, situated in Dinuba (City), Tulare (County), California, 93618 (Zip Code), Assessor's Parcel No(s). 014-171-010 ("Property").
(Postal/Mailing address may be different from city jurisdiction. Buyer is advised to investigate.)
- C. THE TERMS OF THE PURCHASE ARE SPECIFIED BELOW AND ON THE FOLLOWING PAGES.**
- D.** Buyer and Seller are referred to herein as the "Parties." Brokers and Agents are **not** Parties to this Agreement.

2. AGENCY:

- A. DISCLOSURE:** The Parties each acknowledge receipt of a "Disclosure Regarding Real Estate Agency Relationship" (C.A.R. Form AD) if represented by a real estate licensee. Buyer's Agent is not legally required to give to Seller's Agent the AD form Signed by Buyer. Seller's Agent is not legally obligated to give to Buyer's Agent the AD form Signed by Seller.
- B. CONFIRMATION:** The following agency relationships are hereby confirmed for this transaction.
- Seller's Brokerage Firm** _____ License Number _____
Is the broker of (check one): ☐ the Seller; or ☐ both the Buyer and Seller (Dual Agent).
Seller's Agent _____ License Number _____
Is (check one): ☐ the Seller's Agent. (Salesperson or broker associate); or ☐ both the Buyer's and Seller's Agent (Dual Agent).
- Buyer's Brokerage Firm** Harness Realty License Number 01893543
Is the broker of (check one): ☒ the Buyer; or ☐ both the Buyer and Seller (Dual Agent).
Buyer's Agent Scott Harness License Number 01893543
Is (check one): ☒ the Buyer's Agent (Salesperson or broker associate); or ☐ both the Buyer's and Seller's Agent (Dual Agent).
- C.** ☐ More than one Brokerage represents ☐ Seller, ☐ Buyer. See, Additional Broker Acknowledgement (C.A.R. Form ABA).
- D. POTENTIALLY COMPETING BUYERS AND SELLERS:** The Parties each acknowledge receipt of a ☒ "Possible Representation of More than One Buyer or Seller - Disclosure and Consent" (C.A.R. Form PRBS).

- 3. TERMS OF PURCHASE AND ALLOCATION OF COSTS:** The items in this paragraph are contractual terms of the Agreement. Referenced paragraphs provide further explanation. This form is 17 pages. The Parties are advised to read all 17 pages.

	Para #	Paragraph Title or Contract Term	Terms and Conditions	Additional Terms
A	5, 5B (cash)	Purchase Price	\$ <u>232,000.00</u>	☒ All Cash
B		Close Of Escrow (COE)	☒ <u>60</u> Days after Acceptance OR on ☐ _____ (date)	
C	33A	Expiration of Offer	3 calendar days after all Buyer Signature(s) or _____ (date), at 5PM or ☐ AM/ ☐ PM	
D(1)	5A(1)	Initial Deposit Amount	\$ <u>2,500.00</u> (<u>1.08</u> % of purchase price) (% number above is for calculation purposes and is not a contractual term)	within 3 (or _____) business days after Acceptance by wire transfer OR ☐ _____
D(2)	5A(2)	☐ Increased Deposit	See attached Increased Deposit Addendum (C.A.R. Form IDA)	
E(1)	5C(1)	Loan Amount(s): First Interest Rate _____ Points _____ If FHA or VA checked, Deliver list of lender required repairs	\$ _____ (_____ % of purchase price) Fixed rate or ☐ Initial adjustable rate • not to exceed _____ % • Buyer to pay up to _____ points to obtain the rate above 17 (or _____) Days after Acceptance	Conventional or, if checked, ☐ FHA (Forms FVAC/HID attached) ☐ VA (Form FVAC attached) ☐ Seller Financing ☐ Other: _____
E(2)	5C(2)	Additional Financed Amount Interest Rate _____ Points _____	\$ _____ (_____ % of purchase price) Fixed rate or ☐ Initial adjustable rate • not to exceed _____ % • Buyer to pay up to _____ points to obtain rate above	Conventional or, if checked, ☐ Seller Financing ☐ Other: _____
E(3)	7A	Occupancy Type	Primary, or if checked, ☐ Secondary ☒ Investment	
F	5D	Balance of Down Payment	\$ <u>229,500.00</u>	
		PURCHASE PRICE TOTAL	\$ <u>232,000.00</u>	

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RPA REVISED 12/24 (PAGE 1 OF 17)

Buyer's Initials

LP

Seller's Initials

RA



CALIFORNIA RESIDENTIAL PURCHASE AGREEMENT AND JOINT ESCROW INSTRUCTIONS (RPA PAGE 1 OF 17)

Scott Harness, Broker, 124 W Tulare st Dinuba CA 93618
Scott Harness

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City of Dinuba

G SELLER PAYMENT TO COVER BUYER EXPENSES AND COSTS				
G(1)	5E	☐ Seller Credit to Buyer	\$ _____	For closing costs
G(2)		ADDITIONAL SELLER CREDIT TERMS (does not include buyer broker compensation): _____		
G(3)	18A(2), 18A(3)	☐ Seller Payment for Buyer's Obligation to compensate Buyer's Broker Buyer Compensation Affirmation	Seller agrees to pay , out of transaction proceeds, _____ % of the final purchase price AND, if applicable \$ _____ OR, if checked ☐ \$ _____ toward the obligation of Buyer to compensate Buyer's Broker . Buyer affirmatively represents that, at the time this offer is made, Buyer has a written agreement with Buyer's Broker that: (i) is valid; (ii) covers the Property; and (iii) provides for compensation for no less than the amount stated above.	
H(1)	5B	Verification of All Cash (sufficient funds)	Attached to the offer or ☐ 3 (or _____) Days after Acceptance	
H(2)	6A	Verification of Down Payment and Closing Costs	Attached to the offer or ☐ 3 (or _____) Days after Acceptance	
H(3)	6B	Verification of Loan Application	Attached to the offer or ☐ 3 (or _____) Days after Acceptance	
I	Intentionally Left Blank			
J	16	Final Verification of Condition	5 (or _____) Days prior to COE	
K	23	Assignment Request	17 (or _____) Days after Acceptance	
L		CONTINGENCIES	TIME TO REMOVE CONTINGENCIES	CONTINGENCY REMOVED
L(1)	8A	Loan(s)	17 (or _____) Days after Acceptance	☒ No loan contingency
L(2)	8B	Appraisal: Appraisal contingency based upon appraised value at a minimum of purchase price or ☐ \$ _____	17 (or _____) Days after Acceptance	☒ No appraisal contingency Removal of appraisal contingency does not eliminate appraisal cancellation rights in FVAC.
L(3)	8C, 12	Investigation of Property Informational Access to Property Buyer's right to access the Property for informational purposes is NOT a contingency, does NOT create cancellation rights, and applies even if contingencies are removed.	17 (or _____) Days after Acceptance 17 (or _____) Days after Acceptance	REMOVAL OR WAIVER OF CONTINGENCY: Any contingency in L(1)-L(8) may be removed or waived by checking the applicable box above or attaching a Contingency Removal (C.A.R. Form CR-B) and checking the applicable box therein. Removal or Waiver at time of offer is against Agent advice. See paragraph 8I . ☐ CR-B attached
L(4)	8D	Insurance	17 (or _____) Days after Acceptance	
L(5)	8E, 14A	Review of Seller Documents	17 (or _____) Days after Acceptance, or 5 Days after Delivery, whichever is later	
L(6)	8F, 13A	Preliminary ("Title") Report	17 (or _____) Days after Acceptance, or 5 Days after Delivery, whichever is later	
L(7)	8G, 11L	Common Interest Disclosures Per Civil Code § 4525 or Agreement	17 (or _____) Days after Acceptance, or 5 Days after Delivery, whichever is later	
L(8)	8H, 9B(6)	Review of leased or liened items (E.g. solar panels or propane tanks)	17 (or _____) Days after Acceptance, or 5 Days after Delivery, whichever is later	
L(9)	8K	Sale of Buyer's Property Sale of Buyer's property is not a contingency, UNLESS checked here: ☐ C.A.R. Form COP attached		
M		Possession	Time for Performance	Additional Terms
M(1)		Time of Possession	Upon notice of recordation, OR ☐ 6 PM or ☐ AM/ ☐ PM on date specified, as applicable, in 3M(2) or attached TOPA.	C.A.R. Form SIP attached if 29 or fewer days. C.A.R. Form RLAS attached if 30 or more days. See 7A if TOPA is not attached.
M(2)	7D	Seller Occupied or Vacant units	COE date or, if checked below, ☐ _____ days after COE (29 or fewer days) ☐ _____ days after COE (30 or more days)	
M(3)	4A, 7A	Occupied units by tenants or anyone other than the Seller	☐ Tenant Occupied Property Addendum (C.A.R. Form TOPA) attached	
N		Documents/Fees/Compliance	Time for Performance	
N(1)	14A	Seller Delivery of Documents	7 (or _____) Days after Acceptance	
N(2)	19B	Sign and return Escrow Holder Provisions and Instructions	5 (or _____) Days after Delivery	
N(3)	11L(2)	Time to pay fees for ordering HOA Documents	3 (or _____) Days after Acceptance	
N(4)	10B(1)	Install smoke alarm(s), CO detector(s), water heater bracing	7 (or _____) Days after Acceptance	
N(5)	32	Evidence of representative authority	3 Days after Acceptance	
O	Intentionally Left Blank			

P		Items Included and Excluded		
P(1)	9	Items Included - All items specified in Paragraph 9B are included and the following, if checked: ☐ Stove(s), oven(s), stove/oven combo(s); ☐ Refrigerator(s); ☐ Wine Refrigerator(s); ☐ Washer(s); ☐ Dryer(s); ☐ Dishwasher(s); ☐ Microwave(s); Additional Items Included: ☐ _____ ☐ Video doorbell(s); ☐ Security camera equipment; ☐ Security system(s)/alarm(s), other than separate video doorbell and camera equipment; ☐ Smart home control devices; ☐ Wall mounted brackets for video or audio equipment; ☐ _____ ☐ _____ ☐ Above-ground pool(s) / ☐ spa(s); ☒ Bathroom mirrors, unless excluded below; ☐ Electric car charging systems and stations; ☐ Potted trees/shrubs; ☐ _____ ☐ _____		
P(2)		Excluded Items: ☐ _____; ☐ _____; ☐ _____		
Q		Allocation of Costs		
	Para #	Item Description	Who Pays (if Both is checked, cost to be split equally unless Otherwise Agreed)	Additional Terms
Q(1)	10A, 11A	Natural Hazard Zone Disclosure Report, including tax information	☒ Buyer ☐ Seller ☐ Both _____ ☒ Provided by: *SnapNHD - The Industry Leader*	☐ Environmental ☐ Other _____
Q(2)		Optional Wildfire Disclosure Report	☐ Buyer ☐ Seller ☐ Both _____ Provided by: _____	
Q(3)		(A) _____ Report (B) _____ Report	☐ Buyer ☐ Seller ☐ Both _____ ☐ Buyer ☐ Seller ☐ Both _____	
Q(4)	10B(1)	Smoke alarms, CO detectors, water heater bracing	☐ Buyer ☐ Seller ☐ Both _____	
Q(5)	10A 10B(2)	Government Required Point of Sale inspections, reports	☐ Buyer ☐ Seller ☐ Both _____	
Q(6)	10B(2)	Government Required Point of Sale corrective/remedial actions	☐ Buyer ☐ Seller ☐ Both _____	
Q(7)	19B	Escrow Fee	☐ Buyer ☐ Seller ☐ Both _____ Escrow Holder: Chicago Title Reedley	☒ Each to pay their own fees
Q(8)	13	Owner's title insurance policy	☐ Buyer ☐ Seller ☒ Both 50/50 Title Co. (If different from Escrow Holder): Chicago Title Reedley	
Q(9)		Buyer's Lender title insurance policy	Buyer	Unless Otherwise Agreed, Buyer shall purchase any title insurance policy insuring Buyer's lender.
Q(10)		County transfer tax, fees	☐ Buyer ☒ Seller ☐ Both _____	
Q(11)		City transfer tax, fees	☐ Buyer ☐ Seller ☐ Both _____	
Q(12)	11L(2)	HOA fee for preparing disclosures	Seller	
Q(13)		HOA certification fee	Buyer	
Q(14)		HOA transfer fees	☐ Buyer ☐ Seller ☐ Both _____	Unless Otherwise Agreed, Seller shall pay for separate HOA move-out fee and Buyer shall pay for separate move-in fee. Applies if separately billed or itemized with cost in transfer fee.
Q(15)		Private transfer fees	Seller, or if checked, ☐ Buyer ☐ Both _____	
Q(16)		_____ fees or costs	☐ Buyer ☐ Seller ☐ Both _____	
Q(17)		_____ fees or costs	☐ Buyer ☐ Seller ☐ Both _____	
Q(18)	10C	Home warranty plan chosen by Buyer. Coverage includes, but is not limited to: _____ _____	☐ Buyer ☐ Seller ☐ Both _____ Issued by: _____ ☒ Buyer waives home warranty plan	If Seller or Both checked, Seller's cost not to exceed \$ _____.
R	OTHER TERMS: <u>Offer contingent upon approval by Dinuba City Council, Escrow to be 60 days or sooner. Property to be delivered vacant.</u>			

4. PROPERTY ADDENDA AND ADVISORIES: (check all that apply)

A. PROPERTY TYPE ADDENDA: This Agreement is subject to the terms contained in the Addenda checked below:

- ☐ Tenant Occupied Property Addendum (C.A.R. Form TOPA) (Should be checked whether current tenants will remain or not.)
☐ Probate Agreement Purchase Addendum (C.A.R. Form PA-PA)
☐ Manufactured Home Purchase Addendum (C.A.R. Form MH-PA)
☐ Tenancy in Common Purchase Addendum (C.A.R. Form TIC-PA)
☐ Stock Cooperative Purchase Addendum (C.A.R. Form COOP-PA)
☐ Mixed Use Purchase Addendum (C.A.R. Form MU-PA) ☐ Other _____

B. OTHER ADDENDA: This Agreement is subject to the terms contained in the Addenda checked below:

- ☐ Addendum # _____ (C.A.R. Form ADM) ☐ Short Sale Addendum (C.A.R. Form SSA)
☐ Back Up Offer Addendum (C.A.R. Form BUO) ☐ Court Confirmation Addendum (C.A.R. Form CCA)
☐ Septic, Well, Property Monument and Propane Addendum (C.A.R. Form SWPI)
☐ Buyer Intent to Exchange Addendum (C.A.R. Form BXA) ☐ Seller Intent to Exchange Addendum (C.A.R. Form SXA)
☐ Other _____ ☐ Other _____

C. BUYER AND SELLER ADVISORIES: (Note: All Advisories below are provided for reference purposes only and are not intended to be incorporated into this Agreement.)

- ☒ Buyer's Investigation Advisory (C.A.R. Form BIA) ☒ Fair Housing and Discrimination Advisory (C.A.R. Form FHDA)
☒ Wire Fraud Advisory (C.A.R. Form WFA) ☒ Cal. Consumer Privacy Act Advisory (C.A.R. Form CCPA)
 (Parties may also receive a privacy disclosure from their own Agent.)
☐ Wildfire Disaster Advisory (C.A.R. Form WFDA) ☐ Statewide Buyer and Seller Advisory (C.A.R. Form SBSA)
☐ Trust Advisory (C.A.R. Form TA) ☐ Short Sale Information and Advisory (C.A.R. Form SSIA)
☐ REO Advisory (C.A.R. Form REO) ☐ Probate Advisory (C.A.R. Form PA)
☐ Other _____ ☐ Other _____

5. ADDITIONAL TERMS AFFECTING PURCHASE PRICE: Buyer represents that funds will be good when deposited with Escrow Holder.

A. DEPOSIT:

- (1) **INITIAL DEPOSIT:** Buyer shall deliver deposit directly to Escrow Holder. If a method other than wire transfer is specified in **paragraph 3D(1)** and such method is unacceptable to Escrow Holder, then upon notice from Escrow Holder, delivery shall be by wire transfer.
 (2) **RETENTION OF DEPOSIT:** Paragraph 26, if initialed by all Parties or otherwise incorporated into this Agreement, specifies a remedy for Buyer's default. Buyer and Seller are advised to consult with a qualified California real estate attorney: (i) Before adding any other clause specifying a remedy (such as release or forfeiture of deposit or making a deposit non-refundable) for failure of Buyer to complete the purchase. Any such clause shall be deemed invalid unless the clause independently satisfies the statutory liquidated damages requirements set forth in the Civil Code; and (ii) Regarding possible liability and remedies if Buyer fails to deliver the deposit.

B. ALL CASH OFFER: If an all cash offer is specified in **paragraph 3A**, no loan is needed to purchase the Property. This Agreement is NOT contingent on Buyer obtaining a loan. Buyer shall, within the time specified in **paragraph 3H(1)**, Deliver written verification of funds sufficient for the purchase price and closing costs.

C. LOAN(S):

- (1) **FIRST LOAN:** This loan will provide for conventional financing **UNLESS** FHA, VA, Seller Financing (C.A.R. Form SFA), or Other is checked in **paragraph 3E(1)**.
 (2) **ADDITIONAL FINANCED AMOUNT:** If an additional financed amount is specified in **paragraph 3E(2)**, that amount will provide for conventional financing **UNLESS** Seller Financing (C.A.R. Form SFA), or Other is checked in **paragraph 3E(2)**.
 (3) **BUYER'S LOAN STATUS:** Buyer authorizes Seller and Seller's Authorized Agent to contact Buyer's lender(s) to determine the status of any Buyer's loan specified in **paragraph 3E**, or any alternate loan Buyer pursues, whether or not a contingency of this Agreement. If the contact information for Buyer's lender(s) is different from that provided under the terms of **paragraph 6B**, Buyer shall Deliver the updated contact information within 1 Day of Seller's request.
 (4) **FHA/VA:** If **FHA** or **VA** is checked in **paragraph 3E(1)**, a FHA/VA amendatory clause (C.A.R. Form FVAC) shall be incorporated and Signed by all Parties. Buyer shall, within the time specified in **paragraph 3E(1)**, Deliver to Seller written notice (C.A.R. Form RR or AEA) (i) of any lender requirements that Buyer requests Seller to pay for or otherwise correct or (ii) that there are no lender requirements. Notwithstanding Seller's agreement that Buyer may obtain FHA or VA financing, Seller has no obligation to pay or satisfy any or all lender requirements unless agreed in writing.

D. BALANCE OF PURCHASE PRICE (DOWN PAYMENT, paragraph 3F) (including all-cash funds) to be deposited with Escrow Holder pursuant to Escrow Holder instructions.

E. LIMITS ON CREDITS TO BUYER: Any credit to Buyer as specified in **paragraph 3G(1)** or Otherwise Agreed, from any source, for closing or other costs that is agreed to by the Parties ("Contractual Credit") shall be disclosed to Buyer's lender, if any, and made at Close Of Escrow. If the total credit allowed by Buyer's lender ("Lender Allowable Credit") is less than the Contractual Credit, then (i) the Contractual Credit from Seller shall be reduced to the Lender Allowable Credit, and (ii) in the absence of a separate written agreement between the Parties, there shall be no automatic adjustment to the purchase price to make up for the difference between the Contractual Credit and the Lender Allowable Credit.

6. ADDITIONAL FINANCING TERMS:

- A. VERIFICATION OF DOWN PAYMENT AND CLOSING COSTS:** Written verification of Buyer's down payment and closing costs, within the time specified in **paragraph 3H(2)** may be made by Buyer or Buyer's lender or loan broker pursuant to **paragraph 6B**.
B. VERIFICATION OF LOAN APPLICATIONS: Buyer shall Deliver to Seller, within the time specified in **paragraph 3H(3)** a letter from Buyer's lender or loan broker stating that, based on a review of Buyer's written application and credit report, Buyer is prequalified or preapproved for any NEW loan specified in **paragraph 3E**. If any loan specified in **paragraph 3E** is an adjustable rate loan, the prequalification or preapproval letter shall be based on the qualifying rate, not the initial loan rate.
C. BUYER STATED FINANCING: Seller is relying on Buyer's representation of the type of financing specified (including, but not limited to, as applicable, all cash, amount of down payment, or contingent or non-contingent loan). Seller has agreed to a specific closing date, purchase price, and to sell to Buyer in reliance on Buyer's specified financing. Buyer shall pursue the financing specified in this Agreement, even if Buyer also elects to pursue an alternative form of financing. Seller has no obligation to cooperate with Buyer's efforts to obtain any financing other than that specified in this Agreement but shall not interfere with closing at the purchase price on the COE date (**paragraph 3B**) even if based upon alternate financing. Buyer's inability to obtain alternate financing does not excuse Buyer from the obligation to purchase the Property and close escrow as specified in this Agreement.

7. CLOSING AND POSSESSION:

- A. OCCUPANCY:** If Buyer intends to occupy as a primary or secondary residence (see **paragraph 3E(3)**), and unless Otherwise Agreed, such as in C.A.R. Form TOPA: **(i)** the unit Buyer intends to occupy shall be vacant at the time possession is delivered to Buyer, and **(ii)** if the Property contains more than one unit, within **3 Days** after Acceptance Buyer shall give Seller written notice of which unit Buyer intends to occupy. Occupancy may impact available financing. **Seller shall disclose to Buyer if occupied by tenants or persons other than Seller, and attach C.A.R. Form TOPA in a counter offer if not part of Buyer's offer.**
- B. CONDITION OF PROPERTY ON CLOSING:**
Unless Otherwise Agreed: **(i)** the Property shall be delivered **"As-Is"** in its PRESENT physical condition as of the date of Acceptance; **(ii)** the Property, including pool, spa, landscaping and grounds, is to be maintained in substantially the same condition as on the date of Acceptance; **(iii)** Except as specified in **paragraph 9C**, Seller is not responsible to repair any holes left after the removal of any wall hangings (such as pictures and mirrors), brackets, nails or other fastening devices; and **(iv)** all debris and personal property not included in the sale shall be removed by Close Of Escrow or at the time possession is delivered to Buyer, if not on the same date. If items are not removed when possession is delivered to Buyer, all items shall be deemed abandoned. Buyer, after first Delivering to Seller written notice to remove the items within **3 Days**, may pay to have such items removed or disposed of and may bring legal action, as per this Agreement, to receive reasonable costs from Seller.
- C. Buyer is strongly advised to conduct investigations of the entire Property in order to determine its present condition. Seller and Agents may not be aware of all defects affecting the Property or other factors that Buyer considers important. Property improvements may not be built according to code, in compliance with current Law, or have had all required permits issued and/or finalized.**
- D. SELLER REMAINING IN POSSESSION AFTER CLOSE OF ESCROW:** If Seller has the right to remain in possession after Close Of Escrow pursuant to **paragraph 3M(2)** or as Otherwise Agreed: The Parties are advised to **(i)** consult with their insurance and legal advisors for information about liability and damage or injury to persons and personal and real property; and **(ii)** consult with a qualified California real estate attorney where the Property is located to determine the ongoing rights and responsibilities of both Buyer and Seller with regard to each other, including possible tenant rights, and what type of written agreement to use to document the relationship between the Parties. Buyer is advised to consult with Buyer's lender about the impact of Seller's occupancy on Buyer's loan.
- E. At Close Of Escrow:** **(i)** Seller assigns to Buyer any assignable warranty rights for items included in the sale; and **(ii)** Seller shall Deliver to Buyer available Copies of any such warranties. Agents cannot and will not determine the assignability of any warranties.
- F. Seller shall, on Close Of Escrow unless Otherwise Agreed and even if Seller remains in possession, provide keys, passwords, codes and/or means to operate all locks, mailboxes, security systems, alarms, home automation systems, intranet and Internet-connected devices included in the purchase price, garage door openers, and all items included in either **paragraph 3P** or **paragraph 9**. If the Property is a condominium or located in a common interest development, Seller shall be responsible for securing or providing any such items for Association amenities, facilities, and access. Buyer may be required to pay a deposit to the Homeowners' Association ("HOA") to obtain keys to accessible HOA facilities.**

8. CONTINGENCIES AND REMOVAL OF CONTINGENCIES:

A. LOAN(S):

- (1)** This Agreement is, **unless otherwise specified in paragraph 3L(1) or an attached CR-B form**, contingent upon Buyer obtaining the loan(s) specified. If contingent, Buyer shall act diligently and in good faith to obtain the designated loan(s). **If there is no appraisal contingency or the appraisal contingency has been waived or removed, then failure of the Property to appraise at the purchase price does not entitle Buyer to exercise the cancellation right pursuant to the loan contingency if Buyer is otherwise qualified for the specified loan and Buyer is able to satisfy lender's non-appraisal conditions for closing the loan.**
- (2)** Buyer is advised to investigate the insurability of the Property as early as possible, as this may be a requirement for lending. Buyer's ability to obtain insurance for the Property, including fire insurance, is part of Buyer's Insurance contingency. Failure of Buyer to obtain insurance may justify cancellation based on the Insurance contingency but not the loan contingency.
- (3)** Buyer's contractual obligations regarding deposit, balance of down payment and closing costs **are not contingencies** of this Agreement, unless Otherwise Agreed.
- (4)** If there is an appraisal contingency, removal of the loan contingency shall not be deemed removal of the appraisal contingency.
- (5) NO LOAN CONTINGENCY:** If "No loan contingency" is checked in **paragraph 3L(1)**, obtaining any loan specified is NOT a contingency of this Agreement. If Buyer does not obtain the loan specified, and as a result is unable to purchase the Property, Seller may be entitled to Buyer's deposit or other legal remedies.

B. APPRAISAL:

- (1)** This Agreement is, **unless otherwise specified in paragraph 3L(2) or an attached CR-B form**, contingent upon a written appraisal of the Property by a licensed or certified appraiser at no less than the amount specified in **paragraph 3L(2)**, without requiring repairs or improvements to the Property. Appraisals are often a reliable source to verify square footage of the subject Property. However, the ability to cancel based on the measurements provided in an appraisal falls within the Investigation of Property contingency. The appraisal contingency is solely limited to the value determined by the appraisal. For any cancellation based upon this appraisal contingency, Buyer shall Deliver a Copy of the written appraisal to Seller, upon request by Seller.
- (2) NO APPRAISAL CONTINGENCY:** If "No appraisal contingency" is checked in **paragraph 3L(2)**, then Buyer may not use the loan contingency specified in **paragraph 3L(1)** to cancel this Agreement if the sole reason for not obtaining the loan is that the appraisal relied upon by Buyer's lender values the property at an amount less than that specified in **paragraph 3L(2)**. If Buyer is unable to obtain the loan specified solely for this reason, Seller may be entitled to Buyer's deposit or other legal remedies.
- (3)** ☒ Fair Appraisal Act: See **paragraph 29** for additional information.

- C. INVESTIGATION OF PROPERTY:** This Agreement is, as specified in **paragraph 3L(3)**, contingent upon Buyer's acceptance of the condition of, and any other matter affecting, the Property. See **paragraph 12**.
- D. INSURANCE:** This Agreement is, as specified in **paragraph 3L(4)**, contingent upon Buyer's assessment of the availability and approval of the cost for any insurance policy desired under this Agreement.
- E. REVIEW OF SELLER DOCUMENTS:** This Agreement is, as specified in **paragraph 3L(5)**, contingent upon Buyer's review and approval of Seller's documents required in **paragraph 14A**.

F. TITLE:

- (1) This Agreement is, as specified in **paragraph 3L(6)**, contingent upon Buyer's ability to obtain the title policy provided for in **paragraph 13G** and on Buyer's review of a current Preliminary Report and items that are disclosed or observable even if not on record or not specified in the Preliminary Report, and satisfying Buyer regarding the current status of title. Buyer is advised to review all underlying documents and other matters affecting title, including, but not limited to, any documents or deeds referenced in the Preliminary Report and any plotted easements.
- (2) Buyer has **5 Days** after receipt to review a revised Preliminary Report, if any, furnished by the Title Company and cancel the transaction if the revised Preliminary Report reveals material or substantial deviations from a previously provided Preliminary Report.

G. CONDOMINIUM/PLANNED DEVELOPMENT DISCLOSURES (IF APPLICABLE): This Agreement is, as specified in **paragraph 3L(7)**, contingent upon Buyer's review and approval of Common Interest Disclosures required by Civil Code § 4525 and under **paragraph 11L** ("CI Disclosures").

H. BUYER REVIEW OF LEASED OR LIENED ITEMS CONTINGENCY: Buyer's review of and ability and willingness to assume any lease, maintenance agreement or other ongoing financial obligation, or to accept the Property subject to any lien, disclosed pursuant to **paragraph 9B(6)**, is, as specified in **paragraph 3L(8)**, a contingency of this Agreement. Any assumption of the lease shall not require any financial obligation or contribution by Seller. Seller, after first Delivering a Notice to Buyer to Perform, may cancel this Agreement if Buyer, by the time specified in **paragraph 3L(8)**, refuses to enter into any necessary written agreements to accept responsibility for all obligations of Seller-disclosed leased or lienied items.

I. REMOVAL OR WAIVER OF CONTINGENCIES WITH OFFER: Buyer shall have no obligation to remove a contractual contingency unless Seller has provided all required documents, reports, disclosures, and information pertaining to that contingency. If Buyer does remove a contingency without first receiving all required information from Seller, Buyer is relinquishing any contractual rights that apply to that contingency. If Buyer removes or waives any contingencies without an adequate understanding of the Property's condition or Buyer's ability to purchase, Buyer is acting against the advice of Agent.

J. REMOVAL OF CONTINGENCY OR CANCELLATION:

- (1) For any contingency specified in **paragraph 3L, 8, or elsewhere**, Buyer shall, within the applicable period specified, remove the contingency or cancel this Agreement.
- (2) For the contingencies for review of Seller Documents, Preliminary Report, and Condominium/Planned Development Disclosures, Buyer shall, within the time specified in **paragraph 3L** or **5 Days** after Delivery of Seller Documents or CI Disclosures, whichever occurs later, remove the applicable contingency in writing or cancel this Agreement.
- (3) If Buyer does not remove a contingency within the time specified, Seller, after first giving Buyer a Notice to Buyer to Perform (C.A.R. Form NBP), shall have the right to cancel this Agreement.

K. SALE OF BUYER'S PROPERTY: This Agreement and Buyer's ability to obtain financing are NOT contingent upon the sale of any property owned by Buyer unless the Sale of Buyer's Property (C.A.R. Form COP) is checked as a contingency of this Agreement in **paragraph 3L(9)**.

9. ITEMS INCLUDED IN AND EXCLUDED FROM SALE:

A. NOTE TO BUYER AND SELLER: Items listed as included or excluded in the Multiple Listing Service (MLS), flyers, marketing materials, or disclosures are NOT included in the purchase price or excluded from the sale unless specified in this paragraph or **paragraph 3P** or as Otherwise Agreed. Any items included herein are components of the home and are not intended to affect the price. All items are transferred without Seller warranty.

B. ITEMS INCLUDED IN SALE:

- (1) All EXISTING fixtures and fittings that are attached to the Property;
- (2) EXISTING electrical, mechanical, lighting, plumbing and heating fixtures, ceiling fans, fireplace inserts, gas logs and grates, solar power systems, built-in appliances and appliances for which special openings or encasements have been made (whether or not checked in **paragraph 3P**), window and door screens, awnings, shutters, window coverings (which includes blinds, curtains, drapery, shutters or any other materials that cover any portion of the window) and any associated hardware and rods, attached floor coverings, television antennas, satellite dishes, air coolers/conditioners, pool/spa equipment (including, but not limited to, any cleaning equipment such as motorized/automatic pool cleaners, pool heaters, pool nets, pool covers), garage door openers/remote controls, mailbox, in-ground landscaping, water features and fountains, water softeners, water purifiers, light bulbs (including smart bulbs) and all items specified as included in **paragraph 3P, if currently existing at the time of Acceptance.**

Note: If Seller does not intend to include any item specified as being included above because it is not owned by Seller, whether placed on the Property by Agent, stager or other third party, the item should be listed as being excluded in **paragraph 3P(2)** or excluded by Seller in a counter offer.

- (3) Security System includes any devices, hardware, software, or control units used to monitor and secure the Property, including but not limited to, any motion detectors, door or window alarms, and any other equipment utilized for such purpose. If checked in **paragraph 3P**, all such items are included in the sale, whether hard wired or not.
- (4) Home Automation (Smart Home Features) includes any electronic devices and features including, but not limited to, thermostat controls, kitchen appliances not otherwise excluded, and lighting systems, that are connected (hard wired or wirelessly) to a control unit, computer, tablet, phone, or other "smart" device. Any Smart Home devices and features that are physically affixed to the real property, and also existing light bulbs, are included in the sale. Buyer is advised to use **paragraph 3P(1)** or an addendum to address more directly specific items to be included. Seller is advised to use a counter offer to address more directly any items to be excluded.
- (5) Non-Dedicated Devices: If checked in **paragraph 3P**, all smart home and security system control devices are included in the sale, except for any non-dedicated personal computer, tablet, or phone used to control such features. Buyer acknowledges that a separate device and access to wifi or Internet may be required to operate some smart home features and Buyer may have to obtain such device after Close Of Escrow. Seller shall de-list any devices from any personal accounts and shall cooperate with any transfer of services to Buyer. Buyer is advised to change all passwords and ensure the security of any smart home features.
- (6) **LEASED OR LIENED ITEMS AND SYSTEMS:** Seller, within the time specified in **paragraph 3N(1)**, shall (i) disclose to Buyer if any item or system specified in **paragraph 3P** or **9B** or otherwise included in the sale is leased, or not owned by Seller, or is subject to any maintenance or other ongoing financial obligation, or specifically subject to a lien or other encumbrance or loan, and (ii) Deliver to Buyer all written materials (such as lease, warranty, financing, etc.) concerning any such item.

- (7) Seller represents that all items included in the purchase price, unless Otherwise Agreed, (i) are owned by Seller and shall be transferred free and clear of liens and encumbrances, except the items and systems identified pursuant to **paragraph 9B(6)**, and (ii) are transferred without Seller warranty regardless of value. Seller shall cooperate with the identification of any software or applications and Buyer's efforts to transfer any services needed to operate any Smart Home Features or other items included in this Agreement, including, but not limited to, utilities or security systems.
- C. ITEMS EXCLUDED FROM SALE:** Unless Otherwise Agreed, the following items are excluded from sale: (i) All items specified in **paragraph 3P(2)**; (ii) audio and video components (such as flat screen TVs, speakers and other items) if any such item is not itself attached to the Property, even if a bracket or other mechanism attached to the component or item is attached to the Property; (iii) furniture and other items secured to the Property for earthquake or safety purposes. **Unless otherwise specified in paragraph 3P(1), brackets attached to walls, floors or ceilings for any such component, furniture or item will be removed and holes or other damage shall be repaired, but not painted.**
- 10. ALLOCATION OF COSTS:**
- A. INSPECTIONS, REPORTS, TESTS AND CERTIFICATES:** Paragraphs 3Q(1), (2), (3), and (5) only determines who is to pay for the inspection, report, test, certificate or service mentioned; **it does not determine who is to pay for any work recommended or identified in any such document. Agreements for payment of required work should be specified elsewhere in paragraph 3Q, or 3R, or in a separate agreement (such as C.A.R. Forms RR, RRRR, ADM or AEA).** Any reports in these paragraphs shall be Delivered in the time specified in **paragraph 3N(1).**
- B. GOVERNMENT REQUIREMENTS AND CORRECTIVE OR REMEDIAL ACTIONS:**
- (1) **LEGALLY REQUIRED INSTALLATIONS AND PROPERTY IMPROVEMENTS:** Any required installation of smoke alarm or carbon monoxide device(s) or securing of water heater shall be completed within the time specified in **paragraph 3N(4)** and paid by the Party specified in **paragraph 3Q(4)**. If Buyer is to pay for these items, Buyer, as instructed by Escrow Holder, shall deposit funds into escrow or directly to the vendor completing the repair or installation. Prior to Close Of Escrow, Seller shall Deliver to Buyer written statement(s) of compliance in accordance with any Law, unless Seller is exempt. If Seller is to pay for these items and does not fulfill Seller's obligation in the time specified, and Buyer incurs costs to comply with lender requirements concerning those items, Seller shall be responsible for Buyer's costs.
- (2) **POINT OF SALE REQUIREMENTS:**
- (A) Point of sale inspections, reports and repairs refer to any such actions required to be completed before or after Close Of Escrow that are required in order to close under any Law and paid by the Party specified in **paragraphs 3Q(5) and 3Q(6)** and any such repair, shall be completed prior to final verification of Property, unless Otherwise Agreed. Defensible space compliance shall be determined as agreed in C.A.R. Form FHDS. If Buyer agrees to pay for any portion of such repair, Buyer, shall (i) directly pay to the vendor completing the repair or (ii) provide an invoice to Escrow Holder, deposit funds into escrow sufficient to pay for Buyer's portion of such repair and request Escrow Holder pay the vendor completing the repair.
- (B) Buyer shall be provided, within the time specified in **paragraph 3N(1)**, unless Parties Otherwise Agree to another time period, a Copy of any required government-conducted or point-of-sale inspection report prepared pursuant to this Agreement or in anticipation of this sale of the Property.
- (3) **REINSPECTION FEES:** If any repair in **paragraph 10B(1)** is not completed within the time specified and the lender requires an additional inspection to be made, Seller shall be responsible for any corresponding reinspection fee. If Buyer incurs costs to comply with lender requirements concerning those items, Seller shall be responsible for those costs.
- (4) **INFORMATION AND ADVICE ON REQUIREMENTS:** Buyer and Seller are advised to seek information from a knowledgeable source regarding local and State mandates and whether they are point of sale requirements or requirements of ownership. Agents do not have expertise in this area and cannot ascertain all of the requirements or costs of compliance.
- C. HOME WARRANTY:**
- (1) Buyer shall choose the home warranty plan and any optional coverages. Buyer shall pay any cost of that plan, chosen by Buyer, that exceeds the amount allocated to Seller in **paragraph 3Q(18)**. Buyer is informed that home warranty plans have many optional coverages, including but not limited to, coverages for Air Conditioner and Pool/Spa. Buyer is advised to investigate these coverages to determine those that may be suitable for Buyer and their cost.
- (2) **If Buyer waives the purchase of a home warranty plan in paragraph 3Q(18), Buyer may still purchase a home warranty plan, at Buyer's expense, prior to Close Of Escrow.**
- 11. STATUTORY AND OTHER DISCLOSURES (INCLUDING LEAD-BASED PAINT HAZARD DISCLOSURES) AND CANCELLATION RIGHTS:**
- A. TDS, NHD, AND OTHER STATUTORY AND SUPPLEMENTAL DISCLOSURES:**
- (1) Seller shall, within the time specified in **paragraph 3N(1)**, Deliver to Buyer: unless exempt, fully completed disclosures or notices required by §§ 1102 et. seq. and 1103 et. seq. of the Civil Code ("Statutory Disclosures"). Statutory Disclosures include, but are not limited to, a Real Estate Transfer Disclosure Statement (C.A.R. Form TDS), Natural Hazard Disclosure Statement ("NHD"), notice or actual knowledge of release of illegal controlled substance, notice of special tax and/or assessments (or, if allowed, substantially equivalent notice regarding the Mello-Roos Community Facilities Act of 1982 and Improvement Bond Act of 1915) and, if Seller has actual knowledge, of industrial use and military ordnance location (C.A.R. Form SPQ or ESD), and, if the Property is in a high or very high fire hazard severity area, the information, notices, documentation, and agreements required by §§ 1102.6(f) and 1102.19 of the Civil Code (C.A.R. Form FHDS).
- (2) The Real Estate Transfer Disclosure Statement required by this paragraph is considered fully completed if Seller has completed the section titled Coordination with Other Disclosure Forms by checking a box (Section I), and Seller has completed and answered all questions and Signed the Seller's Information section (Section II) and the Seller's Agent, if any, has completed and Signed the Seller's Agent's section (Section III), or, if applicable, an Agent Visual Inspection Disclosure (C.A.R. Form AVID). Section V acknowledgment of receipt of a Copy of the TDS shall be Signed after all previous sections, if applicable, have been completed. Nothing stated herein relieves a Buyer's Agent, if any, from the obligation to (i) conduct a reasonably competent and diligent visual inspection of the accessible areas of the Property and disclose, on Section IV of the TDS, or an AVID, material facts affecting the value or desirability of the Property that were or should have been revealed by such an inspection or (ii) complete any sections on all disclosures required to be completed by Buyer's Agent.
- (3) Seller shall, within the time specified in **paragraph 3N(1)**, provide "Supplemental Disclosures" as follows: (i) unless exempt from the obligation to provide a TDS, complete a Seller Property Questionnaire (C.A.R. Form SPQ) by answering all questions and Signing and Delivering a Copy to Buyer; (ii) if exempt from the obligation to provide a TDS, complete an Exempt Seller Disclosure (C.A.R. Form ESD) by answering all questions and Signing and Delivering a Copy to Buyer.

- (4) In the event Seller or Seller's Agent, prior to Close Of Escrow, becomes aware of adverse conditions materially affecting the Property, or any material inaccuracy in disclosures, information or representations previously provided to Buyer under this paragraph, Seller shall, in writing, promptly provide a subsequent or amended TDS, Seller Property Questionnaire or other document, in writing, covering those items. Any such document shall be deemed an amendment to the TDS or SPQ. **However, a subsequent or amended disclosure shall not be required for conditions and material inaccuracies of which Buyer is otherwise aware, or which are discovered by Buyer or disclosed in reports or documents provided to or ordered and paid for by Buyer.**
- B. LEAD DISCLOSURES:**
- (1) Seller shall, within the time specified in **paragraph 3N(1)**, for any residential property built before January 1, 1978, unless exempted by Law, Deliver to Buyer a fully completed Federal Lead-Based Paint Disclosures (C.A.R. Form LPD) and pamphlet ("Lead Disclosures").
- (2) Buyer shall, within the time specified in **paragraph 3L(3)**, have the opportunity to conduct a risk assessment or to inspect for the presence of lead-based paint hazards.
- C. HOME FIRE HARDENING DISCLOSURE AND ADVISORY:** For any transaction where a TDS is required, the property is located in a high or very high fire hazard severity zone, and the home was constructed before January 1, 2010, Seller shall, within the time specified in **paragraph 3N(1)**, Deliver to Buyer: (i) a home hardening disclosure required by law; and (ii) a statement of features of which the Seller is aware that may make the home vulnerable to wildfire and flying embers; and (iii) a final inspection report regarding compliance with defensible space requirements if one was prepared pursuant to Government Code § 51182 (C.A.R. Form FHDS).
- D. DEFENSIBLE SPACE DISCLOSURE AND ADDENDUM:** For any transaction in which a TDS is required and the property is located in a high or very high fire hazard severity zone, Seller shall, within the time specified in **paragraph 3N(1)**, Deliver to Buyer (i) a disclosure of whether the Property is in compliance with any applicable defensible space laws designed to protect a structure on the Property from fire; and (ii) an addendum allocating responsibility for compliance with any such defensible space law (C.A.R. Form FHDS).
- E. WAIVER PROHIBITED:** Waiver of Statutory, Lead, and other Disclosures in **paragraphs 11A(1), 11B, 11C, and 11D** are prohibited by Law.
- F. RETURN OF SIGNED COPIES:** Buyer shall, within the time specified in **paragraph 3L(5) OR 5 Days** after Delivery of any disclosures specified in paragraphs **11A, B, C or D**, and defensible space addendum in **paragraph 11D**, whichever is later, return Signed Copies of the disclosures, and if applicable, addendum, to Seller.
- G. TERMINATION RIGHTS:**
- (1) **Statutory and Other Disclosures:** If any disclosure specified in paragraphs **11A, B, C, or D**, or subsequent or amended disclosure to those just specified, is Delivered to Buyer after the offer is Signed, Buyer shall have the right to terminate this Agreement within **3 Days** after Delivery in person, or **5 Days** after Delivery by deposit in the mail, or by an electronic record or email satisfying the Uniform Electronic Transactions Act (UETA), by giving written notice of rescission to Seller or Seller's Authorized Agent. If Buyer does not rescind within this time period, Buyer has been deemed to have approved the disclosure and shall not have the right to cancel.
- (2) **Defensible Space Compliance:** If, by the time specified in **paragraph 11F**, Buyer does not agree to the terms regarding defensible space compliance Delivered by Seller, as indicated by mutual signatures on the FHDS, then Seller, after first Delivering a Notice to Buyer to Perform, may cancel this Agreement.
- H. WITHHOLDING TAXES:** Buyer and Seller hereby instruct Escrow Holder to withhold the applicable required amounts to comply with federal and California withholding Laws and forward such amounts to the Internal Revenue Service and Franchise Tax Board, respectively. However, no federal withholding is required if, prior to Close Of Escrow, Seller Delivers (i) to Buyer and Escrow Holder a fully completed affidavit (C.A.R. Form AS) sufficient to avoid withholding pursuant to federal withholding Law (FIRPTA); **OR (ii)** to a qualified substitute (usually a title company or an independent escrow company) a fully completed affidavit (C.A.R. Form AS) sufficient to avoid withholding pursuant to federal withholding Law AND the qualified substitute Delivers to Buyer and Escrow Holder an affidavit signed under penalty of perjury (C.A.R. Form QS) that the qualified substitute has received the fully completed Seller's affidavit and the Seller states that no federal withholding is required; **OR (iii)** to Buyer other documentation satisfying the requirements under Internal Revenue Code § 1445 (FIRPTA). No withholding is required under California Law if, prior to Close Of Escrow, Escrow Holder has received sufficient documentation from Seller that no withholding is required, and Buyer has been informed by Escrow Holder.
- I. MEGAN'S LAW DATABASE DISCLOSURE:** Notice: Pursuant to § 290.46 of the Penal Code, information about specified registered sex offenders is made available to the public via an Internet Web site maintained by the Department of Justice at www.meganslaw.ca.gov. Depending on an offender's criminal history, this information will include either the address at which the offender resides or the community of residence and ZIP Code in which he or she resides. (Neither Seller nor Agent are required to check this website. If Buyer wants further information, Agent recommends that Buyer obtain information from this website during Buyer's investigation contingency period. Agents do not have expertise in this area.)
- J. NOTICE REGARDING GAS AND HAZARDOUS LIQUID TRANSMISSION PIPELINES:** This notice is being provided simply to inform you that information about the general location of gas and hazardous liquid transmission pipelines is available to the public via the National Pipeline Mapping System (NPMS) Internet Web site maintained by the United States Department of Transportation at <http://www.npms.phmsa.dot.gov/>. To seek further information about possible transmission pipelines near the Property, you may contact your local gas utility or other pipeline operators in the area. Contact information for pipeline operators is searchable by ZIP Code and county on the NPMS Internet Website. (Neither Seller nor Agent are required to check this website. If Buyer wants further information, Agent recommends that Buyer obtain information from this website during Buyer's investigation contingency period. Agents do not have expertise in this area.)
- K. NATURAL AND ENVIRONMENTAL HAZARDS:** Seller shall, within the time specified in **paragraph 3N(1)**, if required by Law: (i) Deliver to Buyer the earthquake guide and environmental hazards booklet, and for all residential property with 1-4 units and any manufactured or mobile home built before January 1, 1960, fully complete and Deliver the Residential Earthquake Risk Disclosure Statement; and (ii) even if exempt from the obligation to provide a NHD, disclose if the Property is located in a Special Flood Hazard Area; Potential Flooding (Inundation) Area; Very High Fire Hazard Zone; State Fire Responsibility Area; Earthquake Fault Zone; Seismic Hazard Zone; and (iii) disclose any other zone as required by Law and provide any other information required for those zones.
- L. CONDOMINIUM/PLANNED DEVELOPMENT DISCLOSURES:**
- (1) Seller shall, within the time specified in **paragraph 3N(1)**, disclose to Buyer whether the Property is a condominium or is located in a planned development, other common interest development, or otherwise subject to covenants, conditions, and restrictions (C.A.R. Form SPQ or ESD).

- (2) If the Property is a condominium or is located in a planned development or other common interest development with a HOA, Seller shall, within the time specified in **paragraph 3N(3)**, order from, and pay any required fee as specified in **paragraph 3Q(12)** for the following items to the HOA (C.A.R. Form HOA-IR): (i) Copies of any documents required by Law (C.A.R. Form HOA-RS); (ii) disclosure of any pending or anticipated claim or litigation by or against the HOA; (iii) a statement containing the location and number of designated parking and storage spaces; (iv) Copies of the most recent 12 months of HOA minutes for regular and special meetings; (v) the names and contact information of all HOAs governing the Property; (vi) pet restrictions; and (vii) smoking restrictions ("CI Disclosures"). Seller shall itemize and Deliver to Buyer all CI Disclosures received from the HOA and any CI Disclosures in Seller's possession. Seller shall, as directed by Escrow Holder, deposit funds into escrow or direct to HOA or management company to pay for any of the above.
- M. SOLAR POWER SYSTEMS:** For properties with any solar panels or solar power systems, Seller shall, within the time specified in **paragraph 3N(1)**, Deliver to Buyer all known information about the solar panels or solar power system. Seller shall use the Solar Advisory and Questionnaire (C.A.R. Form SOLAR).
- N. BALCONIES, EXTERIOR STAIRWAYS AND OTHER ELEVATED ELEMENTS:** For properties with any building containing 3 or more dwelling units with elevated balconies, stairways or other elements, Seller shall, within the time specified in **paragraph 3N(1)**, Deliver to Buyer the Wooden Balcony and Stairs Addendum (C.A.R. Form WBSA) and comply with its terms.
- O. KNOWN MATERIAL FACTS:** Seller shall, within the time specified in **paragraph 3N(1)**, DISCLOSE KNOWN MATERIAL FACTS AND DEFECTS affecting the Property, including, but not limited to, known insurance claims within the past five years, or provide Buyer with permission to contact insurer to get such information (C.A.R. Form ARC), and make any and all other disclosures required by Law.
- 12. BUYER'S INVESTIGATION OF PROPERTY AND MATTERS AFFECTING PROPERTY:**
- A.** Buyer shall, within the time specified in **paragraph 3L(3)**, have the right, at Buyer's expense unless Otherwise Agreed, to conduct inspections, investigations, tests, surveys and other studies ("Buyer Investigations").
- B.** Buyer Investigations include, but are not limited to:
- (1) Inspections regarding any physical attributes of the Property or items connected to the Property, such as:
- (A) A general home inspection.
- (B) An inspection for lead-based paint and other lead-based paint hazards.
- (C) An inspection specifically for wood destroying pests and organisms. Any inspection for wood destroying pests and organisms shall be prepared by a registered Structural Pest Control company; shall cover the main building and attached structures; may cover detached structures; shall NOT include water tests of shower pans on upper level units unless the owners of property below the shower consent; shall NOT include roof coverings; and, if the Property is a unit in a condominium or other common interest subdivision, the inspection shall include only the separate interest and any exclusive-use areas being transferred, and shall NOT include common areas; and shall include a report ("Pest Control Report") showing the findings of the company which shall be separated into sections for evident infestation or infections (Section 1) and for conditions likely to lead to infestation or infection (Section 2).
- (D) Any other specific inspections of the physical condition of the land and improvements.
- (2) Investigation of any other matter affecting the Property, other than those that are specified as separate contingencies. Buyer Investigations do not include, among other things, an assessment of the availability and cost of general homeowner's insurance, flood insurance, and fire insurance. See, Buyer's Investigation Advisory (C.A.R. Form BIA) for more.
- C.** Without Seller's prior written consent, Buyer shall neither make nor cause to be made: (i) invasive or destructive Buyer Investigations, except for minimally invasive testing required to prepare a Pest Control Report, which shall not include any holes or drilling through stucco or similar material; or (ii) inspections by any governmental building or zoning inspector or government employee, unless required by Law.
- D.** Seller shall make the Property available for all Buyer Investigations. Seller is not obligated to move any existing personal property. Seller shall have water, gas, electricity and all operable pilot lights on for Buyer's Investigations and through the date possession is delivered to Buyer. Buyer shall, (i) by the time specified in **paragraph 3L(3)**, complete Buyer Investigations and satisfy themselves as to the condition of the Property, and either remove the contingency or cancel this Agreement, and (ii) by the time specified in **paragraph 3L(3)** or **3 Days** after receipt of any Investigation report, whichever is later, give Seller at no cost, complete Copies of all such reports obtained by Buyer, which obligation shall survive the termination of this Agreement. This Delivery of Investigation reports shall not include any appraisal, except an appraisal received in connection with an FHA or VA loan.
- E. Buyer indemnity and Seller protection for entry upon the Property:** Buyer shall: (i) keep the Property free and clear of liens; (ii) repair all damage arising from Buyer Investigations; and (iii) indemnify and hold Seller harmless from all resulting liability, claims, demands, damages and costs. Buyer shall carry, or Buyer shall require anyone acting on Buyer's behalf to carry, policies of liability, workers' compensation and other applicable insurance, defending and protecting Seller from liability for any injuries to persons or property occurring during any Buyer Investigations or work done on the Property at Buyer's direction prior to Close Of Escrow. Seller is advised that certain protections may be afforded Seller by recording a "Notice of Non-Responsibility" (C.A.R. Form NNR) for Buyer Investigations and work done on the Property at Buyer's direction. Buyer's obligations under this paragraph shall survive the termination of this Agreement.
- 13. TITLE AND VESTING:**
- A.** Buyer shall, within the time specified in **paragraph 3N(1)**, be provided a current Preliminary Report by the person responsible for paying for the title report in **paragraph 3Q(8)**. If Buyer is responsible for paying, Buyer shall act diligently and in good faith to obtain such Preliminary Report within the time specified. The Preliminary Report is only an offer by the title insurer to issue a policy of title insurance and may not contain every item affecting title. The company providing the Preliminary Report shall, prior to issuing a Preliminary Report, conduct a search of the General Index for all Sellers except banks or other institutional lenders selling properties they acquired through foreclosure (REOs), corporations, and government entities.
- B.** Title is taken in its present condition subject to all encumbrances, easements, covenants, conditions, restrictions, rights and other matters, whether of record or not, as of the date of Acceptance except for: (i) monetary liens of record unless Buyer is assuming those obligations or taking the Property subject to those obligations; and (ii) those matters which Seller has agreed to remove in writing. For any lien or matter not being transferred upon sale, Seller will take necessary action to deliver title free and clear of such lien or matter.
- C.** Seller shall within **7 Days** after request, give Escrow Holder necessary information to clear title.
- D.** Seller shall, within the time specified in **paragraph 3N(1)**, disclose to Buyer all matters known to Seller affecting title, whether of record or not.
- E.** If Buyer is a legal entity and the Property purchase price is at least \$300,000 and the purchase price is made without a bank loan or similar form of external financing, a Geographic Targeting Order (GTO) issued by the Financial Crimes Enforcement Network, U.S. Department of the Treasury, requires title companies to collect and report certain information about the Buyer, depending on where the Property is located. Buyer agrees to cooperate with the title company's effort to comply with the GTO.

- F.** Buyer shall, after Close Of Escrow, receive a recorded grant deed or any other conveyance document required to convey title (or, for stock cooperative or long-term lease, an assignment of stock certificate or of Seller's leasehold interest), including oil, mineral and water rights if currently owned by Seller. Title shall vest as designated in Buyer's vesting instructions. The recording document shall contain Buyer's post-closing mailing address to enable Buyer's receipt of the recorded conveyance document from the County Recorder. THE MANNER OF TAKING TITLE MAY HAVE SIGNIFICANT LEGAL AND TAX CONSEQUENCES. CONSULT AN APPROPRIATE PROFESSIONAL.
- G.** Buyer shall receive a "ALTA Homeowner's Policy of Title Insurance" or equivalent policy of title insurance, if applicable to the type of property and buyer. Escrow Holder shall request this policy. If a ALTA Homeowner's Policy of Title Insurance is not offered, Buyer shall receive a CLTA Standard Coverage policy unless Buyer has chosen another policy and instructed Escrow Holder in writing of the policy chosen and agreed to pay any increase in cost. Buyer should consult with the Title Company about the availability, and difference in coverage, and cost, if any, between a ALTA Homeowner's Policy and a CLTA Standard Coverage policy and other title policies and endorsements. Buyer should receive notice from the Title Company on its Preliminary (Title) Report of the type of coverage offered. If Buyer is not notified on the Preliminary (Title) Report or is not satisfied with the policy offered, and Buyer nonetheless removes the contingency for Review of the Preliminary Report, Buyer will receive the policy as specified in this paragraph.
- 14. TIME PERIODS; REMOVAL OF CONTINGENCIES; CANCELLATION RIGHTS:** The following time periods may only be extended, altered, modified or changed by mutual written agreement. Any removal of contingencies or cancellation under this paragraph by either Buyer or Seller must be exercised in good faith and in writing (C.A.R. Form CR-B, CR-S or CC).
- A. SELLER DELIVERY OF DOCUMENTS:** Seller shall, within the time specified in **paragraph 3N(1)**, Deliver to Buyer all reports, disclosures and information ("Reports") for which Seller is responsible as specified in **paragraphs 7A, 9B(6), 10, 11A, 11B, 11C, 11D, 11H, 11K, 11L, 11M, 11N, 11O, 13A, 13D, and 32.**
- B. BUYER REVIEW OF DOCUMENTS; REPAIR REQUEST; CONTINGENCY REMOVAL OR CANCELLATION**
- (1) Buyer has the time specified in **paragraph 3** to: (i) perform Buyer Investigations; review all disclosures, Reports, lease documents to be assumed by Buyer pursuant to **paragraph 9B(6)**, and other applicable information, which Buyer receives from Seller; and approve all matters affecting the Property; and (ii) Deliver to Seller Signed Copies of Statutory and Other Disclosures Delivered by Seller in accordance with **paragraph 11.**
 - (2) Buyer may, within the time specified in **paragraph 3L(3)**, request that Seller make repairs or take any other action regarding the Property (C.A.R. Form RR). Seller has no obligation to agree to or respond to Buyer's requests (C.A.R. Form RR or RRRR). If Seller does not agree or does not respond, Buyer is not contractually entitled to have the repairs or other requests made and may only cancel based on contingencies in this Agreement.
 - (3) Buyer shall, by the end of the times specified in **paragraph 3L** (or as Otherwise Agreed), Deliver to Seller a removal of the applicable contingency or cancellation of this Agreement (C.A.R. Form CR-B or CC). Buyer is advised not to remove contingencies related to review of documents until after the documents have been Delivered. If Delivery of any Report occurs after a contractual contingency pertaining to that Report has already been waived or removed, the Delivery of the Report does not revive the contingency but there may be a right to terminate for a subsequent or amended disclosure under **paragraph 11G.**
 - (4) **Continuation of Contingency:** Even after the end of the time specified in **paragraph 3L** and before Seller cancels, if at all, pursuant to **paragraph 14C**, Buyer retains the right, in writing, to either (i) remove remaining contingencies, or (ii) cancel this Agreement based on a remaining contingency. Once Buyer's written removal of contingency is Delivered to Seller before Seller cancels, Seller may not cancel this Agreement based on that contingency pursuant to **paragraph 14C(1).**
- C. SELLER RIGHT TO CANCEL:**
- (1) **SELLER RIGHT TO CANCEL; BUYER CONTINGENCIES:** If, by the time specified in this Agreement, Buyer does not Deliver to Seller a removal of the applicable contingency or cancellation of this Agreement, then Seller, after first Delivering to Buyer a Notice to Buyer to Perform (C.A.R. Form NBP), may cancel this Agreement. In such event, Seller shall authorize the return of Buyer's deposit, except for fees incurred by Buyer.
 - (2) **SELLER RIGHT TO CANCEL; BUYER CONTRACT OBLIGATIONS:** Seller, after first Delivering to Buyer a Notice to Buyer to Perform, may cancel this Agreement if, by the time specified in this Agreement, Buyer does not take the following action(s): (i) Deposit funds as required by **paragraph 3D(1)** or **3D(2)** or if the funds deposited pursuant to **paragraph 3D(1)** or **3D(2)** are not good when deposited; (ii) Deliver updated contact information for Buyer's lender(s) as required by **paragraph 5C(3)**; (iii) Deliver a notice of FHA or VA costs or terms, if any, as specified by **paragraph 5C(4)** (C.A.R. Form RR); (iv) Deliver verification, or a satisfactory verification if Seller reasonably disapproves of the verification already provided, as required by **paragraph 5B** or **6A**; (v) Deliver a letter as required by **paragraph 6B**; (vi) In writing assume or accept leases or liens specified in **paragraph 8H**; (vii) Return Statutory and Other Disclosures as required by **paragraph 11F**; (viii) Cooperate with the title company's effort to comply with the GTO as required by **paragraph 13E**; (ix) Sign or initial a separate liquidated damages form for an increased deposit as required by **paragraph 26**; (x) Provide evidence of authority to Sign in a representative capacity as specified in **paragraph 32**; or (xi) Perform any additional Buyer contractual obligation(s) included in this Agreement. In such event, Seller shall authorize the return of Buyer's deposit, except for fees incurred by Buyer and other expenses already paid by Escrow Holder pursuant to this Agreement prior to Seller's cancellation.
 - (3) **SELLER RIGHT TO CANCEL; SELLER CONTINGENCIES:** Seller may cancel this Agreement by good faith exercise of any Seller contingency included in this Agreement, or Otherwise Agreed, so long as that contingency has not already been removed or waived in writing.
- D. BUYER RIGHT TO CANCEL:**
- (1) **BUYER RIGHT TO CANCEL; SELLER CONTINGENCIES:** If, by the time specified in this Agreement, Seller does not Deliver to Buyer a removal of the applicable contingency or cancellation of this Agreement, then Buyer, after first Delivering to Seller a Notice to Seller to Perform (C.A.R. Form NSP), may cancel this Agreement. In such event, Seller shall authorize the return of Buyer's deposit, except for fees incurred by Buyer and other expenses already paid by Escrow Holder pursuant to this Agreement prior to Buyer's cancellation.
 - (2) **BUYER RIGHT TO CANCEL; SELLER CONTRACT OBLIGATIONS:** If, by the time specified, Seller has not Delivered any item specified in **paragraph 3N(1)** or Seller has not performed any Seller contractual obligation included in this Agreement by the time specified, Buyer, after first Delivering to Seller a Notice to Seller to Perform, may cancel this Agreement.
 - (3) **BUYER RIGHT TO CANCEL; BUYER CONTINGENCIES:** Buyer may cancel this Agreement by good faith exercise of any Buyer contingency included in **paragraph 8**, or Otherwise Agreed, so long as that contingency has not already been removed in writing.

- E. NOTICE TO BUYER OR SELLER TO PERFORM:** The Notice to Buyer to Perform or Notice to Seller to Perform shall: (i) be in writing; (ii) be Signed by the applicable Buyer or Seller; and (iii) give the other Party at least **2 Days** after Delivery (or until the time specified in the applicable paragraph, whichever occurs last) to take the applicable action. A Notice to Buyer to Perform or Notice to Seller to Perform may not be Delivered any earlier than **2 Days** prior to the Scheduled Performance Day to remove a contingency or cancel this Agreement or meet an obligation specified in **paragraph 14**, except for Close of Escrow which shall be Delivered under the terms of **paragraph 14G**, whether or not the Scheduled Performance Day falls on a Saturday, Sunday or legal holiday. If a Notice to Buyer to Perform or Notice to Seller to Perform is incorrectly Delivered or specifies a time less than the agreed time, the notice shall be deemed invalid and void. However, if the notice is for multiple items, the notice shall be valid for all contingencies and contractual actions for which the Delivery of the notice is within the time permitted in the Agreement and void as to the others. Seller or Buyer shall be required to Deliver a new Notice to Buyer to Perform or Notice to Seller to Perform with the specified timeframe.
- F. EFFECT OF REMOVAL OF CONTINGENCIES:**
- (1) **REMOVAL OF BUYER CONTINGENCIES:** If Buyer removes any contingency or cancellation rights, unless Otherwise Agreed, Buyer shall conclusively be deemed to have: (i) completed all Buyer Investigations, and review of Reports and other applicable information and disclosures pertaining to that contingency or cancellation right; (ii) elected to proceed with the transaction; and (iii) assumed all liability, responsibility and expense for the non-delivery of any Reports, disclosures or information outside of Seller's control and for any Repairs or corrections pertaining to that contingency or cancellation right, or for the inability to obtain financing.
 - (2) **REMOVAL OF SELLER CONTINGENCIES:** If Seller removes any contingency or cancellation rights, unless Otherwise Agreed, Seller shall conclusively be deemed to have: (i) satisfied themselves regarding such contingency, (ii) elected to proceed with the transaction; and (iii) given up any right to cancel this Agreement based on such contingency.
- G. DEMAND TO CLOSE ESCROW:** Before Buyer or Seller may cancel this Agreement for failure of the other Party to close escrow pursuant to this Agreement, Buyer or Seller must first Deliver to the other Party a Demand to Close Escrow (C.A.R. Form DCE). The DCE shall: (i) be Signed by the applicable Buyer or Seller; and (ii) give the other Party at least **3 Days** after Delivery to close escrow. A DCE may not be Delivered any earlier than **3 Days** prior to the Scheduled Performance Day for the Close Of Escrow. If a DCE is incorrectly Delivered or specifies a time less than the above timeframe, the DCE shall be deemed invalid and void, and Seller or Buyer shall be required to Deliver a new DCE.
- H. EFFECT OF CANCELLATION ON DEPOSITS:** If Buyer or Seller gives written notice of cancellation pursuant to rights duly exercised under the terms of this Agreement, the Parties agree to Sign and Deliver mutual instructions to cancel the sale and escrow and release deposits, if any, to the Party entitled to the funds, less (i) fees and costs paid by Escrow Holder on behalf of that Party, if required by this Agreement; and (ii) any escrow fee charged to that party. Fees and costs may be payable to service providers and vendors for services and products provided during escrow. A release of funds will require mutual Signed release instructions from the Parties, judicial decision or arbitration award. **A Party may be subject to a civil penalty of up to \$1,000 for refusal to Sign cancellation instructions if no good faith dispute exists as to which Party is entitled to the deposited funds (Civil Code § 1057.3). Note: Neither Agents nor Escrow Holder are qualified to provide any opinion on whether either Party has acted in good faith or which Party is entitled to the deposited funds. Buyer and Seller are advised to seek the advice of a qualified California real estate attorney regarding this matter.**
- 15. REPAIRS:** Repairs shall be completed prior to final verification of condition unless Otherwise Agreed. Repairs to be performed at Seller's expense may be performed by Seller or through others, provided that the work complies with applicable Law, including governmental permit, inspection and approval requirements. Repairs shall be performed in a good, skillful manner with materials of quality and appearance comparable to existing materials. Buyer acknowledges that exact restoration of appearance or cosmetic items following all Repairs may not be possible. Seller shall: (i) obtain invoices and paid receipts for Repairs performed by others; (ii) prepare a written statement indicating the Repairs performed by Seller and the date of such Repairs; and (iii) provide Copies of invoices and paid receipts and statements to Buyer prior to final verification of condition.
- 16. FINAL VERIFICATION OF CONDITION:** Buyer shall have the right to make a final verification of the Property condition within the time specified in **paragraph 3J**, NOT AS A CONTINGENCY OF THE SALE, but solely to confirm: (i) the Property is maintained pursuant to **paragraph 7B**; (ii) Repairs have been completed as agreed; and (iii) Seller has complied with Seller's other obligations under this Agreement (C.A.R. Form VP).
- 17. PRORATIONS OF PROPERTY TAXES AND OTHER ITEMS:** Unless Otherwise Agreed, the following items shall be PAID CURRENT and prorated between Buyer and Seller as of Close Of Escrow: real property taxes and assessments, interest, Seller rental payments to third parties, HOA regular assessments due prior to Close Of Escrow, premiums on insurance assumed by Buyer, payments on bonds and assessments assumed by Buyer, and payments on Mello-Roos and other Special Assessment District bonds and assessments that are now a lien. Seller shall pay any HOA special or emergency assessments due prior to Close Of Escrow. The following items shall be assumed by Buyer WITHOUT CREDIT toward the purchase price: prorated payments on Mello-Roos and other Special Assessment District bonds and assessments and HOA special or emergency assessments that are due after Close Of Escrow. Property will be reassessed upon change of ownership. Any supplemental tax bills delivered to Escrow Holder prior to closing shall be prorated and paid as follows: (i) for periods after Close Of Escrow, by Buyer; and (ii) for periods prior to Close Of Escrow, by Seller (see C.A.R. Form SPT or SBSA for further information). Seller agrees all service fees, maintenance costs and utility bills will be paid current up and through the date of Close Of Escrow. **TAX BILLS AND UTILITY BILLS ISSUED AFTER CLOSE OF ESCROW SHALL BE HANDLED DIRECTLY BETWEEN BUYER AND SELLER.** Prorations shall be made based on a 30-day month.
- 18. BROKERS AND AGENTS:**
- A. COMPENSATION:**
- (1) **Timing of Broker Compensation:** Seller or Buyer, or both, as applicable, agree to pay compensation to Broker as specified in a separate written agreement between Broker and that Seller or Buyer. Compensation is payable upon Close Of Escrow, or if escrow does not close, as otherwise specified in the agreement between Broker and that Seller or Buyer.
 - (2) **Buyer Representation; Seller Payment to Compensate Buyer's Broker:** Buyer affirmatively represents that Buyer, at the time this offer is made, has a written agreement with Buyer's Broker that: (i) is valid; (ii) covers the Property; and (iii) provides for compensation for no less than the amount stated in **paragraph 3G(3)**. If any representation (i)-(iii) is not true, then Seller has no obligation to pay Buyer's Broker. The amount of compensation, if a percentage, will be based on the final purchase price. Buyer's obligation to pay Buyer's Broker shall be offset by any amount that Seller pays Buyer's Broker.
 - (3) **Third party beneficiary:** Seller acknowledges and agrees that Buyer's Broker is a third-party beneficiary of this agreement and may pursue Seller for failure to pay the amount specified in this document.

- B. SCOPE OF DUTY:** Buyer and Seller acknowledge and agree that Agent: (i) Does not decide what price Buyer should pay or Seller should accept; (ii) Does not guarantee the condition of the Property; (iii) Does not guarantee the performance, adequacy or completeness of inspections, services, products or repairs provided or made by Seller or others; (iv) Does not have an obligation to conduct an inspection of common areas or areas off the site of the Property; (v) Shall not be responsible for identifying defects on the Property, in common areas, or offsite unless such defects are visually observable by an inspection of reasonably accessible areas of the Property or are known to Agent; (vi) Shall not be responsible for inspecting public records or permits concerning the title or use of Property; (vii) Shall not be responsible for identifying the location of boundary lines or other items affecting title; (viii) Shall not be responsible for verifying square footage, representations of others or information contained in Investigation reports, Multiple Listing Service, advertisements, flyers or other promotional material; (ix) Shall not be responsible for determining the fair market value of the Property or any personal property included in the sale; (x) Shall not be responsible for providing legal or tax advice regarding any aspect of a transaction entered into by Buyer or Seller; and (xi) Shall not be responsible for providing other advice or information that exceeds the knowledge, education and experience required to perform real estate licensed activity. Buyer and Seller agree to seek legal, tax, insurance, title and other desired assistance from appropriate professionals.
- 19. JOINT ESCROW INSTRUCTIONS TO ESCROW HOLDER:**
- A. ESCROW INSTRUCTION PARAGRAPHS:** The following paragraphs, or applicable portions thereof, of this Agreement constitute the joint escrow instructions of Buyer and Seller to Escrow Holder, which Escrow Holder is to use along with any related counter offers and addenda, and any additional mutual instructions to close the escrow: **paragraphs 1, 3A, 3B, 3D-G, 3N(2), 3Q, 3R, 4A, 4B, 5A(1-2) 5D, 5E, 10B(2)(A), 10B(3), 10C, 11H, 11L(2), 13 (except 13D), 14H, 17, 18A, 19, 23, 25, 31, 32, 33, and 34.** The terms and conditions of this Agreement not set forth in the specified paragraphs are additional matters for the information of Escrow Holder, but about which Escrow Holder need not be concerned.
- B. ESCROW HOLDER GENERAL PROVISIONS:** Buyer and Seller will receive Escrow Holder's general provisions, if any, directly from Escrow Holder. To the extent the general provisions are inconsistent or conflict with this Agreement, the general provisions will control as to the duties and obligations of Escrow Holder only. Buyer and Seller shall Sign and return Escrow Holder's general provisions or supplemental instructions within the time specified in **paragraph 3N(2).** Buyer and Seller shall execute additional instructions, documents and forms provided by Escrow Holder that are reasonably necessary to close the escrow and, as directed by Escrow Holder, within **3 Days**, shall pay to Escrow Holder or HOA or HOA management company or others any fee required by **paragraphs 3, 8, 10, 11,** or elsewhere in this Agreement.
- C. COPIES; STATEMENT OF INFORMATION; TAX WITHHOLDING INSTRUCTIONS:** A Copy of this Agreement including any counter offer(s) and addenda shall be delivered to Escrow Holder within **3 Days** after **Acceptance.** Buyer and Seller authorize Escrow Holder to accept and rely on Copies and Signatures as defined in this Agreement as originals, to open escrow and for other purposes of escrow. The validity of this Agreement as between Buyer and Seller is not affected by whether or when Escrow Holder Signs this Agreement. Escrow Holder shall provide Seller's Statement of Information to Title Company when received from Seller, if a separate company is providing title insurance. If Seller delivers an affidavit to Escrow Holder to satisfy Seller's FIRPTA obligation under **paragraph 11H,** Escrow Holder shall deliver to Buyer, Buyer's Agent, and Seller's Agent a Qualified Substitute statement that complies with federal Law. If Escrow Holder's Qualified Substitute statement does not comply with federal law, the Parties instruct escrow to withhold all applicable required amounts under **paragraph 11H.**
- D. BROKER COMPENSATION:**
- (1) **PAYMENT:** Agents are not a party to the escrow, except for Brokers for the sole purpose of compensation pursuant to **paragraph 18A.** If a Copy of the separate compensation agreement(s) is deposited with Escrow Holder by Agent, Escrow Holder shall accept such agreement(s) and pay out from Buyer's or Seller's funds, or both, as applicable, the Broker's compensation provided for in such agreement(s). Buyer and Seller irrevocably assign to Brokers compensation specified in **paragraph 18A,** and irrevocably instruct Escrow Holder to disburse those funds to Brokers at Close Of Escrow or pursuant to any other mutually executed cancellation agreement. Compensation instructions can be amended or revoked only with the written consent of Brokers. Buyer and Seller shall release and hold harmless Escrow Holder from any liability resulting from Escrow Holder's payment to Broker(s) of compensation pursuant to this Agreement.
- (2) **COMPENSATION DISCLOSURE:** Escrow Holder shall provide to Buyer a closing statement or other written documentation disclosing the amount of compensation paid to Buyer's Broker. Escrow Holder shall provide to Seller a closing statement or other written documentation disclosing: (i) the amount of compensation paid to Seller's Broker; and (ii) if applicable pursuant to **paragraph 3G(3)** or other mutual instruction of the parties, the amount paid by Seller for Buyer's Broker compensation. Escrow Holder's obligation pursuant to **paragraph 19D,** is not intended to alter any preexisting practice of Escrow Holder to issue, as applicable, joint or separate closing statements. Escrow Holder's obligation pursuant to **paragraph 19D** is independent of, but may be satisfied by, any closing statement mandated by Buyer's lender.
- E. INVOICES:** Buyer and Seller acknowledge that Escrow Holder may require invoices for expenses under this Agreement. Buyer and Seller, upon request by Escrow Holder, within **3 Days** or within a sufficient time to close escrow, whichever is sooner, shall provide any such invoices to Escrow Holder.
- F. VERIFICATION OF DEPOSIT:** Upon receipt, Escrow Holder shall provide Buyer, Seller, and each Agent verification of Buyer's deposit of funds pursuant to **paragraphs 5A(1) and C.A.R. Form IDA.** Once Escrow Holder becomes aware of any of the following, Escrow Holder shall immediately notify each Agent: (i) if Buyer's initial or any additional deposit or down payment is not made pursuant to this Agreement, or is not good at time of deposit with Escrow Holder; or (ii) if Buyer and Seller instruct Escrow Holder to cancel escrow.
- G. DELIVERY OF AMENDMENTS:** A Copy of any amendment that affects any paragraph of this Agreement for which Escrow Holder is responsible shall be delivered to Escrow Holder within **3 Days** after mutual execution of the amendment.
- 20. SELECTION OF SERVICE PROVIDERS:** Agents do not guarantee the performance of any vendors, service or product providers ("Providers"), whether referred by Agent or selected by Buyer, Seller or other person. Buyer and Seller may select ANY Providers of their own choosing.
- 21. MULTIPLE LISTING SERVICE ("MLS"):** Agents are authorized to report to the MLS that an offer has been accepted and, upon Close Of Escrow, the sales price and other terms of this transaction shall be provided to the MLS to be published and disseminated to persons and entities authorized to use the information on terms approved by the MLS. Buyer acknowledges that: (i) any pictures, videos, floor plans (collectively, "Images") or other information about the Property that has been or will be inputted into the MLS or internet portals, or both, at the instruction of Seller or in compliance with MLS rules, will not be removed after Close Of Escrow; (ii) California Civil Code § 1088(c) requires the MLS to maintain such Images and information for at least three years and as a result they may be displayed or circulated on the Internet, which cannot be controlled or removed by Seller or Agents; and (iii) Seller, Seller's Agent, Buyer's Agent, and MLS have no obligation or ability to remove such Images or information from the Internet.
- 22. ATTORNEY FEES AND COSTS:** In any action, proceeding, or arbitration between Buyer and Seller arising out of this Agreement, the prevailing Buyer or Seller shall be entitled to reasonable attorney fees and costs from the non-prevailing Buyer or Seller, except as provided in **paragraph 27A.**

23. ASSIGNMENT/NOMINATION: Buyer shall have the right to assign all of Buyer's interest in this Agreement to Buyer's own trust or to any wholly owned entity of Buyer that is in existence at the time of such assignment. Otherwise, Buyer shall not assign all or any part of Buyer's interest in this Agreement without first having obtained the separate written consent of Seller to a specified assignee. Such consent shall not be unreasonably withheld. Prior to any assignment, Buyer shall disclose to Seller the name of the assignee and the amount of any monetary consideration between Buyer and assignee. Buyer shall provide assignee with all documents related to this Agreement including, but not limited to, the Agreement and any disclosures. If assignee is a wholly owned entity or trust of Buyer, that assignee does not need to re-sign or initial all documents provided. Whether or not an assignment requires seller's consent, at the time of assignment, assignee shall deliver a letter from assignee's lender that assignee is prequalified or preapproved as specified in **paragraph 6B**. Should assignee fail to deliver such a letter, Seller, after first giving Assignee an Notice to Buyer to Perform, shall have the right to terminate the assignment. Buyer shall, within the time specified in **paragraph 3K**, Deliver any request to assign this Agreement for Seller's consent. If Buyer fails to provide the required information within this time frame, Seller's withholding of consent shall be deemed reasonable. Any total or partial assignment shall not relieve Buyer of Buyer's obligations pursuant to this Agreement unless Otherwise Agreed by Seller (C.A.R. Form AOOA). Parties shall provide any assignment agreement to Escrow Holder within **1 Day** after the assignment. Any nomination by Buyer shall be subject to the same procedures, requirements, and terms as an assignment as specified in this paragraph.

24. EQUAL HOUSING OPPORTUNITY: The Property is sold in compliance with federal, state and local anti-discrimination Laws.

25. DEFINITIONS and INSTRUCTIONS: The following words are defined terms in this Agreement, shall be indicated by initial capital letters throughout this Agreement, and have the following meaning whenever used:

- A. **"Acceptance"** means the time the offer or final counter offer is fully executed, in writing, by the recipient Party and is Delivered to the offering Party or that Party's Authorized Agent.
- B. **"Agent"** means the Broker, salesperson, broker-associate or any other real estate licensee licensed under the brokerage firm identified in **paragraph 2B**.
- C. **"Agreement"** means this document and any counter offers and any incorporated addenda or amendments, collectively forming the binding agreement between the Parties. Addenda and amendments are incorporated only when Signed and Delivered by all Parties.
- D. **"As-Is"** condition: Seller shall disclose known material facts and defects as specified in this Agreement. Buyer has the right to inspect the Property and, within the time specified, request that Seller make repairs or take other corrective action, or exercise any contingency cancellation rights in this Agreement. Seller is only required to make repairs specified in this Agreement or as Otherwise Agreed.
- E. **"Authorized Agent"** means an individual real estate licensee specified in the Real Estate Broker Section.
- F. **"C.A.R. Form"** means the most current version of the specific form referenced or another comparable form agreed to by the Parties.
- G. **"Close Of Escrow"**, including "COE", means the date the grant deed, or other evidence of transfer of title, is recorded for any real property, or the date of Delivery of a document evidencing the transfer of title for any non-real property transaction.
- H. **"Copy"** means copy by any means including photocopy, facsimile and electronic.
- I. **Counting Days** is done as follows unless Otherwise Agreed: (1) The first Day after an event is the first full calendar date following the event, and ending at 11:59 pm. For example, if a Notice to Buyer to Perform (C.A.R. form NBP) is Delivered at 3 pm on the 7th calendar day of the month, or Acceptance of a counter offer is personally received at 12 noon on the 7th calendar day of the month, then the 7th is Day "0" for purposes of counting days to respond to the NBP or calculating the Close Of Escrow date or contingency removal dates and the 8th of the month is Day 1 for those same purposes. (2) All calendar days are counted in establishing the first Day after an event. (3) All calendar days are counted in determining the date upon which performance must be completed, ending at 11:59 pm on the last day for performance ("Scheduled Performance Day"). (4) After Acceptance, if the Scheduled Performance Day for any act required by this Agreement, including Close Of Escrow, lands on a Saturday, Sunday, or Legal Holiday, the performing party shall be allowed to perform on the next day that is not a Saturday, Sunday or Legal Holiday ("Allowable Performance Day"), and ending at 11:59 pm. "Legal Holiday" shall mean any holiday or optional bank holiday under Civil Code §§ 7 and 7.1, any holiday under Government Code § 6700. (5) For the purposes of COE, any day that the Recorder's office in the County where the Property is located is closed or any day that the lender or Escrow Holder under this Agreement is closed, the COE shall occur on the next day the Recorder's office in that County, the lender, and the Escrow Holder is open. (6) COE is considered Day 0 for purposes of counting days Seller is allowed to remain in possession, if permitted by this Agreement.
- J. **"Day"** or **"Days"** means calendar day or days. However, delivery of deposit to escrow is based on business days.
- K. **"Deliver", "Delivered" or "Delivery"** of documents, unless Otherwise Agreed, means and shall be effective upon personal receipt of the document by Buyer or Seller or their Authorized Agent. Personal receipt means (i) a Copy of the document, or as applicable, link to the document, is in the possession of the Party or Authorized Agent, regardless of the Delivery method used (i.e. e-mail, text, other). A document, or as applicable link to a document, shall be deemed to be "in possession" if it is located in the inbox for the applicable Party or Authorized Agent; or (ii) an Electronic Copy of the document, or as applicable, link to the document, has been sent to the designated electronic delivery address specified in the Real Estate Broker Section, unless Otherwise Agreed in C.A.R. Form DEDA. After Acceptance, Agent may change the designated electronic delivery address for that Agent by, in writing, Delivering notice of the change in designated electronic delivery address to the other Party (C.A.R. Form DEDA). Links could be, for example, to DropBox or GoogleDrive or other functionally equivalent program. If the recipient of a link is unable or unwilling to open the link or download the documents or otherwise prefers Delivery of the documents directly, Recipient of a link shall notify the sender in writing, within **3 Days** after Delivery of the link (C.A.R. Form RFR). In such case, Delivery shall be effective upon Delivery of the documents and not the link. Failure to notify sender within the time specified above shall be deemed consent to receive, and Buyer opening, the document by link.
- L. **"Electronic Copy" or "Electronic Signature"** means, as applicable, an electronic copy or signature complying with California Law. Unless Otherwise Agreed, Buyer and Seller agree to the use of Electronic Signatures. Buyer and Seller agree that electronic means will not be used by either Party to modify or alter the content or integrity of this Agreement without the knowledge and consent of the other Party.
- M. **"Law"** means any law, code, statute, ordinance, regulation, rule or order, which is adopted by a controlling city, county, state or federal legislative, judicial or executive body or agency.
- N. **"Legally Authorized Signer"** means an individual who has authority to Sign for the principal as specified in **paragraph 33** or **paragraph 34**.
- O. **"Otherwise Agreed"** means an agreement in writing, signed by both Parties and Delivered to each.
- P. **"Repairs"** means any repairs (including pest control), alterations, replacements, modifications or retrofitting of the Property provided for under this Agreement.
- Q. **"Sign" or "Signed"** means either a handwritten or Electronic Signature on an original document, Copy or any counterpart.

26. LIQUIDATED DAMAGES (By initialing in the space below, you are agreeing to Liquidated Damages):

If Buyer fails to complete this purchase because of Buyer's default, Seller shall retain, as liquidated damages, the deposit actually paid. If the Property is a dwelling with no more than four units, one of which Buyer intends to occupy, then the amount retained shall be no more than 3% of the purchase price. Any excess shall be returned to Buyer. Release of funds will require mutual, Signed release instructions from both Buyer and Seller, judicial decision or arbitration award. AT THE TIME OF ANY INCREASED DEPOSIT BUYER AND SELLER SHALL SIGN A SEPARATE LIQUIDATED DAMAGES PROVISION INCORPORATING THE INCREASED DEPOSIT AS LIQUIDATED DAMAGES (C.A.R. FORM DID).

Buyer's Initials LP / _____

Seller's Initials RA / _____

27. MEDIATION:

- A. The Parties agree to mediate any dispute or claim arising between them out of this Agreement, or any resulting transaction, before resorting to arbitration or court action. The mediation shall be conducted through the C.A.R. Real Estate Mediation Center for Consumers (www.consumermediation.org) or through any other mediation provider or service mutually agreed to by the Parties. The Parties also agree to mediate any disputes or claims with Agents(s), who, in writing, agree to such mediation prior to, or within a reasonable time after, the dispute or claim is presented to the Agent. Mediation fees, if any, shall be divided equally among the Parties involved, and shall be recoverable under the prevailing party attorney fees clause. If, for any dispute or claim to which this paragraph applies, any Party (i) commences an action without first attempting to resolve the matter through mediation, or (ii) before commencement of an action, refuses to mediate after a request has been made, then that Party shall not be entitled to recover attorney fees, even if they would otherwise be available to that Party in any such action. THIS MEDIATION PROVISION APPLIES WHETHER OR NOT THE ARBITRATION PROVISION IS INITIALED.
- B. **ADDITIONAL MEDIATION TERMS:** (i) Exclusions from this mediation agreement are specified in paragraph 28B; (ii) The obligation to mediate does not preclude the right of either Party to seek a preservation of rights under paragraph 28C; and (iii) Agent's rights and obligations are further specified in paragraph 28D. These terms apply even if the Arbitration of Disputes paragraph is not initialed.

28. ARBITRATION OF DISPUTES:

- A. The Parties agree that any dispute or claim in Law or equity arising between them out of this Agreement or any resulting transaction, which is not settled through mediation, shall be decided by neutral, binding arbitration. The Parties also agree to arbitrate any disputes or claims with Agents(s), who, in writing, agree to such arbitration prior to, or within a reasonable time after, the dispute or claim is presented to the Agent. The arbitration shall be conducted through any arbitration provider or service mutually agreed to by the Parties. The arbitrator shall be a retired judge or justice, or an attorney with at least 5 years of residential real estate Law experience, unless the Parties mutually agree to a different arbitrator. Enforcement of, and any motion to compel arbitration pursuant to, this agreement to arbitrate shall be governed by the procedural rules of the Federal Arbitration Act, and not the California Arbitration Act, notwithstanding any language seemingly to the contrary in this Agreement. The Parties shall have the right to discovery in accordance with Code of Civil Procedure § 1283.05. The arbitration shall be conducted in accordance with Title 9 of Part 3 of the Code of Civil Procedure. Judgment upon the award of the arbitrator(s) may be entered into any court having jurisdiction.
- B. **EXCLUSIONS:** The following matters are excluded from mediation and arbitration: (i) Any matter that is within the jurisdiction of a probate, small claims or bankruptcy court; (ii) an unlawful detainer action; and (iii) a judicial or non-judicial foreclosure or other action or proceeding to enforce a deed of trust, mortgage or installment land sale contract as defined in Civil Code § 2985.
- C. **PRESERVATION OF ACTIONS:** The following shall not constitute a waiver nor violation of the mediation and arbitration provisions: (i) the filing of a court action to preserve a statute of limitations; (ii) the filing of a court action to enable the recording of a notice of pending action, for order of attachment, receivership, injunction, or other provisional remedies, provided the filing party concurrent with, or immediately after such filing makes a request to the court for a stay of litigation pending any applicable mediation or arbitration proceeding; or (iii) the filing of a mechanic's lien.
- D. **AGENTS:** Agents shall not be obligated nor compelled to mediate or arbitrate unless they agree to do so in writing. Any Agents(s) participating in mediation or arbitration shall not be deemed a party to this Agreement.
- E. **"NOTICE: BY INITIALING IN THE SPACE BELOW YOU ARE AGREEING TO HAVE ANY DISPUTE ARISING OUT OF THE MATTERS INCLUDED IN THE 'ARBITRATION OF DISPUTES' PROVISION DECIDED BY NEUTRAL ARBITRATION AS PROVIDED BY CALIFORNIA LAW AND YOU ARE GIVING UP ANY RIGHTS YOU MIGHT POSSESS TO HAVE THE DISPUTE LITIGATED IN A COURT OR JURY TRIAL. BY INITIALING IN THE SPACE BELOW YOU ARE GIVING UP YOUR JUDICIAL RIGHTS TO DISCOVERY AND APPEAL, UNLESS THOSE RIGHTS ARE SPECIFICALLY INCLUDED IN THE 'ARBITRATION OF DISPUTES' PROVISION. IF YOU REFUSE TO SUBMIT TO ARBITRATION AFTER AGREEING TO THIS PROVISION, YOU MAY BE COMPELLED TO ARBITRATE UNDER THE AUTHORITY OF THE CALIFORNIA CODE OF CIVIL PROCEDURE. YOUR AGREEMENT TO THIS ARBITRATION PROVISION IS VOLUNTARY."**
- "WE HAVE READ AND UNDERSTAND THE FOREGOING AND AGREE TO SUBMIT DISPUTES ARISING OUT OF THE MATTERS INCLUDED IN THE 'ARBITRATION OF DISPUTES' PROVISION TO NEUTRAL ARBITRATION."**

Buyer's Initials LP / _____

Seller's Initials RA / _____

29. FAIR APPRAISAL ACT NOTICE:

- A.** Any appraisal of the property is required to be unbiased, objective, and not influenced by improper or illegal considerations, including, but not limited to, any of the following: race, color, religion (including religious dress, grooming practices, or both), gender (including, but not limited to, pregnancy, childbirth, breastfeeding, and related conditions, and gender identity and gender expression), sexual orientation, marital status, medical condition, military or veteran status, national origin (including language use and possession of a driver's license issued to persons unable to provide their presence in the United States is authorized under federal law), source of income, ancestry, disability (mental and physical, including, but not limited to, HIV/AIDS status, cancer diagnosis, and genetic characteristics), genetic information, or age.
- B.** If a buyer or seller believes that the appraisal has been influenced by any of the above factors, the seller or buyer can report this information to the lender or mortgage broker that retained the appraiser and may also file a complaint with the Bureau of Real Estate Appraisers at <https://www2.brea.ca.gov/complaint/> or call (916) 552-9000 for further information on how to file a complaint.

30. TERMS AND CONDITIONS OF OFFER: This is an offer to purchase the Property on the terms and conditions herein. The individual Liquidated Damages and Arbitration of Disputes paragraphs are incorporated in this Agreement if initialed by all Parties or if incorporated by mutual agreement in a counter offer or addendum. **If at least one but not all Parties initial, a counter offer is required until agreement is reached.** Seller has the right to continue to offer the Property for sale and to accept any other offer at any time prior to notification of Acceptance and to market the Property for backup offers after Acceptance. The Parties have read and acknowledge receipt of a Copy of the offer and agree to the confirmation of agency relationships. If this offer is accepted and Buyer subsequently defaults, Buyer may be responsible for payment of Brokers' compensation. This Agreement and any supplement, addendum or modification, including any Copy, may be Signed in two or more counterparts, all of which shall constitute one and the same writing. By Signing this offer or any document in the transaction, the Party Signing the document is deemed to have read the document in its entirety.

31. TIME OF ESSENCE; ENTIRE CONTRACT; CHANGES: Time is of the essence. All understandings between the Parties are incorporated in this Agreement. Its terms are intended by the Parties as a final, complete and exclusive expression of their Agreement with respect to its subject matter and may not be contradicted by evidence of any prior agreement or contemporaneous oral agreement. If any provision of this Agreement is held to be ineffective or invalid, the remaining provisions will nevertheless be given full force and effect. Except as Otherwise Agreed, this Agreement shall be interpreted, and disputes shall be resolved in accordance with the Laws of the State of California. **Neither this Agreement nor any provision in it may be extended, amended, modified, altered or changed, except in writing Signed by Buyer and Seller.**

32. LEGALLY AUTHORIZED SIGNER: Wherever the signature or initials of the Legally Authorized Signer identified in **paragraphs 33 or 34** appear on this Agreement or any related documents, it shall be deemed to be in a representative capacity for the entity described and not in an individual capacity, unless otherwise indicated. The Legally Authorized Signer (i) represents that the entity for which that person is acting already exists and is in good standing to do business in California and (ii) shall Deliver to the other Party and Escrow Holder, within **3 Days** after Acceptance, evidence of authority to act in that capacity (such as but not limited to: applicable portion of the trust or Certification Of Trust (Probate Code § 18100.5), letters testamentary, court order, power of attorney, corporate resolution, or formation documents of the business entity).

33. OFFER

A. EXPIRATION OF OFFER: This offer shall be deemed revoked and the deposit, if any, shall be returned to Buyer unless by the date and time specified in **paragraph 3C**, the offer is Signed by Seller and a Copy of the Signed offer is Delivered to Buyer or Buyer's Authorized Agent. **Seller has no obligation to respond to an offer made.**

B. ☒ ENTITY BUYERS: (Note: If this paragraph is completed, a Representative Capacity Signature Disclosure (C.A.R. Form RCSD) is not required for the Legally Authorized Signers designated below.)

(1) **Non-Individual (entity) Buyers:** One or more Buyers is a trust, corporation, LLC, probate estate, partnership, holding a power of attorney or other entity.

(2) **Full entity name:** The following is the full name of the entity (if a trust, enter the complete trust name; if under probate, enter full name of the estate, including case #): City of Dinuba

(3) **Contractual Identity of Buyer:** For purposes of this Agreement, when the name described below is used, it shall be deemed to be the full entity name.

(A) If a trust: The trustee(s) of the trust or a simplified trust name (ex. John Doe, co-trustee, Jane Doe, co-trustee or Doe Revocable Family Trust);

(B) If Property is sold under the jurisdiction of a probate court: The name of the executor or administrator, or a simplified probate name (John Doe, executor, or Estate (or Conservatorship) of John Doe).

(4) **Legally Authorized Signer:**

(A) This Agreement is being Signed by a Legally Authorized Signer in a representative capacity and not for him/herself as an individual. See **paragraph 32** for additional terms.

(B) The name(s) of the Legally Authorized Signer(s) is/are: Luis Patlan

C. The RPA has 17 pages. Buyer acknowledges receipt of, and has read and understands, every page and all attachments that make up the Agreement.

D. BUYER SIGNATURE(S):

(Signature) By, Luis Patlan Date: 08/01/2025

Printed name of BUYER: City of Dinuba

☒ Printed Name of Legally Authorized Signer: Luis Patlan Title, if applicable, _____

(Signature) By, _____ Date: _____

Printed name of BUYER: _____

☐ Printed Name of Legally Authorized Signer: _____ Title, if applicable, _____

☐ IF MORE THAN TWO SIGNERS, USE Additional Signature Addendum (C.A.R. Form ASA).



34. ACCEPTANCE

A. ACCEPTANCE OF OFFER: Seller warrants that Seller is the owner of the Property or has the authority to execute this Agreement. Seller accepts the above offer and agrees to sell the Property on the above terms and conditions. Seller has read and acknowledges receipt of a Copy of this Agreement and authorizes Agent to Deliver a Signed Copy to Buyer.

Seller's acceptance is subject to the attached Counter Offer or Back-Up Offer Addendum, or both, checked below.

Seller shall return and include the entire agreement with any response.

☐ **Seller Counter Offer** (C.A.R. Form SCO or SMCO)

☐ **Back-Up Offer Addendum** (C.A.R. Form BUO)

B. ENTITY SELLERS: (Note: If this paragraph is completed, a Representative Capacity Signature Disclosure form (C.A.R. Form RCSD) is not required for the Legally Authorized Signers designated below.)

(1) **Non-Individual (entity) Sellers:** One or more Sellers is a trust, corporation, LLC, probate estate, partnership, holding a power of attorney or other entity.

(2) **Full entity name:** The following is the full name of the entity (if a trust, enter the complete trust name; if under probate, enter full name of the estate, including case #): _____

(3) **Contractual Identity of Seller:** For purposes of this Agreement, when the name described below is used, it shall be deemed to be the full entity name.

(A) If a trust: The trustee(s) of the trust or a simplified trust name (ex. John Doe, co-trustee, Jane Doe, co-trustee or Doe Revocable Family Trust);

(B) If Property is sold under the jurisdiction of a probate court: The name of the executor or administrator, or a simplified probate name (John Doe, executor, or Estate (or Conservatorship) of John Doe).

(4) **Legally Authorized Signer:**

(A) This Agreement is being Signed by a Legally Authorized Signer in a representative capacity and not for him/herself as an individual. See **paragraph 32** for additional terms.

(B) The name(s) of the Legally Authorized Signer(s) is/are: _____

C. The RPA has 17 pages. Seller acknowledges receipt of, and has read and understands, every page and all attachments that make up the Agreement.

D. SELLER SIGNATURE(S):

(Signature) By, Raul Angulo Date: 08/05/2025

Printed name of SELLER: Raul Angulo

☐ Printed Name of Legally Authorized Signer: _____ Title, if applicable, _____

(Signature) By, _____ Date: _____

Printed name of SELLER: _____

☐ Printed Name of Legally Authorized Signer: _____ Title, if applicable, _____

☐ IF MORE THAN TWO SIGNERS, USE Additional Signature Addendum (C.A.R. Form ASA).

OFFER NOT ACCEPTED: _____ / _____ No Counter Offer is being made. This offer was not accepted by Seller 08/05/2025 (date)
Seller's Initials

**REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK
PROCEED TO NEXT PAGE**

REAL ESTATE BROKERS SECTION

- 1. Real Estate Agents are not parties to the Agreement between Buyer and Seller.**
- 2. Agency relationships are confirmed as stated in paragraph 2.**
- 3. Presentation of Offer:** Pursuant to the National Association of REALTORS® Standard of Practice 1-7, if Buyer's Agent makes a written request, Seller's Agent shall confirm in writing that this offer has been presented to Seller.
- 4. Agents' Signatures and designated electronic delivery address:**

A. Buyer's Brokerage Firm Harness Realty DRE Lic. # 01893543
 By Scott Harness Scott Harness DRE Lic. # 01893543 Date 08/01/2025
 By _____ DRE Lic. # _____ Date _____
 Address 124 W Tulare st City Dinuba State CA Zip 93618
 Email scottharness3@gmail.com Phone # _____

- ☐ More than one agent from the same firm represents Buyer. Additional Agent Acknowledgement (C.A.R. Form AAA) attached.
☐ More than one brokerage firm represents Buyer. Additional Broker Acknowledgement (C.A.R. Form ABA) attached.

Designated Electronic Delivery Address(es): Email above or _____

☐ **Attached DEDA:** If Parties elect to have an alternative Delivery method, such method may be indicated on C.A.R. Form DEDA.

B. Seller's Brokerage Firm _____ DRE Lic. # _____
 By _____ DRE Lic. # _____ Date _____
 By _____ DRE Lic. # _____ Date _____
 Address _____ City _____ State _____ Zip _____
 Email _____ Phone # _____

- ☐ More than one agent from the same firm represents Seller. Additional Agent Acknowledgement (C.A.R. Form AAA) attached.
☐ More than one brokerage firm represents Seller. Additional Broker Acknowledgement (C.A.R. Form ABA) attached.

Designated Electronic Delivery Address(es) (To be filled out by Seller's Agent): Email above or _____

☐ **Attached DEDA:** If Parties elect to have an alternative Delivery method, such method may be indicated on C.A.R. Form DEDA.

Buyer's Initials

LP

/

Seller's Initials

RA

/

ESCROW HOLDER ACKNOWLEDGMENT:

Escrow Holder acknowledges receipt of a Copy of this Agreement, (if checked, ☐ a deposit in the amount of \$ _____), Counter Offer numbers _____ and _____, and agrees to act as Escrow Holder subject to **paragraph 19** of this Agreement, any supplemental escrow instructions and the terms of Escrow Holder's general provisions.

Escrow Holder is advised by _____ that the date of Acceptance of the Agreement is _____

Escrow Holder _____ Escrow # _____

By _____ Date _____

Address _____

Phone/Fax/E-mail _____

Escrow Holder has the following license number # _____

☐ Department of Financial Protection and Innovation, ☐ Department of Insurance, ☐ Department of Real Estate.

PRESENTATION OF OFFER: _____ / _____ Seller's Brokerage Firm presented this offer to Seller on _____ (date).
 Agent or Seller Initials

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RPA REVISED 12/24 (PAGE 17 OF 17)

CALIFORNIA RESIDENTIAL PURCHASE AGREEMENT AND JOINT ESCROW INSTRUCTIONS (RPA PAGE 17 OF 17)

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City of Dinuba





BUYER'S INVESTIGATION ADVISORY

(C.A.R. Form BIA, Revised 12/21)

Property Address **1051 E El Monte Way, Dinuba, CA 93618**

1. **IMPORTANCE OF PROPERTY INVESTIGATION:** The physical condition of the land and improvements being purchased is not guaranteed by either Seller or Brokers. You have an affirmative duty to exercise reasonable care to protect yourself, including discovery of the legal, practical and technical implications of disclosed facts, and the investigation and verification of information and facts that you know or that are within your diligent attention and observation. A general physical inspection typically does not cover all aspects of the Property nor items affecting the Property that are not physically located on the Property. If the professionals recommend further investigations, including a recommendation by a pest control operator to inspect inaccessible areas of the Property, you should contact qualified experts to conduct such additional investigations.
2. **BROKER OBLIGATIONS:** Brokers do not have expertise in all areas and therefore cannot advise you on many items, such as those listed below. If Broker gives you referrals to professionals, Broker does not guarantee their performance.
3. **YOU ARE STRONGLY ADVISED TO INVESTIGATE THE CONDITION AND SUITABILITY OF ALL ASPECTS OF THE PROPERTY, INCLUDING BUT NOT LIMITED TO THE FOLLOWING. IF YOU DO NOT DO SO, YOU ARE ACTING AGAINST THE ADVICE OF BROKERS.**
 - A. **GENERAL CONDITION OF THE PROPERTY, ITS SYSTEMS AND COMPONENTS:** Foundation, roof (condition, age, leaks, useful life), plumbing, heating, air conditioning, electrical, mechanical, security, pool/spa (cracks, leaks, operation), other structural and non-structural systems and components, fixtures, built-in appliances, any personal property included in the sale, and energy efficiency of the Property.
 - B. **SQUARE FOOTAGE, AGE, BOUNDARIES:** Square footage, room dimensions, lot size, age of improvements and boundaries. Any numerical statements regarding these items are APPROXIMATIONS ONLY and have not been verified by Seller and cannot be verified by Brokers. Fences, hedges, walls, retaining walls and other barriers or markers do not necessarily identify true Property boundaries.
 - C. **WOOD DESTROYING PESTS:** Presence of, or conditions likely to lead to the presence of wood destroying pests and organisms.
 - D. **SOIL STABILITY:** Existence of fill or compacted soil, expansive or contracting soil, susceptibility to slippage, settling or movement, and the adequacy of drainage.
 - E. **WATER AND UTILITIES; WELL SYSTEMS AND COMPONENTS; WASTE DISPOSAL:** Water and utility availability, use restrictions and costs. Water quality, adequacy, condition, and performance of well systems and components. The type, size, adequacy, capacity and condition of sewer and septic systems and components, connection to sewer, and applicable fees.
 - F. **ENVIRONMENTAL HAZARDS:** Potential environmental hazards, including, but not limited to, asbestos, lead-based paint and other lead contamination, radon, methane, other gases, fuel oil or chemical storage tanks, contaminated soil or water, hazardous waste, waste disposal sites, electromagnetic fields, nuclear sources, and other substances, materials, products, or conditions (including mold (airborne, toxic or otherwise), fungus or similar contaminants).
 - G. **EARTHQUAKES AND FLOODING:** Susceptibility of the Property to earthquake/seismic hazards and propensity of the Property to flood.
 - H. **FIRE, HAZARD, AND OTHER INSURANCE:** The availability and cost of necessary or desired insurance may vary. The location of the Property in a seismic, flood or fire hazard zone, and other conditions, such as the age of the Property and the claims history of the Property and Buyer, may affect the availability and need for certain types of insurance. Buyer should explore insurance options early as this information may affect other decisions, including the removal of loan and inspection contingencies.
 - I. **BUILDING PERMITS, ZONING, GOVERNMENTAL REQUIREMENTS, AND ADDRESS:** Permits, inspections, certificates, zoning, other governmental limitations, restrictions, and requirements affecting the current or future use of the Property, its development or size. Postal/mailling address and zip code may not accurately reflect the city which has jurisdiction over the property.
 - J. **RENTAL PROPERTY RESTRICTIONS:** The State, some counties, and some cities impose restrictions that limit the amount of rent that can be charged, the maximum number of occupants, and the right of a landlord to terminate a tenancy. Deadbolt or other locks and security systems for doors and windows, including window bars, should be examined to determine whether they satisfy legal requirements.
 - K. **SECURITY AND SAFETY:** State and local Law may require the installation of barriers, access alarms, self-latching mechanisms and/or other measures to decrease the risk to children and other persons of existing swimming pools and hot tubs, as well as various fire safety and other measures concerning other features of the Property.

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BIA REVISED 12/21 (PAGE 1 OF 2)



BUYER'S INVESTIGATION ADVISORY (BIA PAGE 1 OF 2)

Scott Harness, Broker, 124 W Tulare st Dinuba CA 93618
Scott Harness

Phone: 5593058361 Fax: 5593058361
Produced with Lone Wolf Transactions (zipForm Edition) 717 N Harwood St, Suite 2200, Dallas, TX 75201 www.lwolf.com

City of Dinuba

L. NEIGHBORHOOD, AREA, SUBDIVISION CONDITIONS; PERSONAL FACTORS: Neighborhood or area conditions, including schools, law enforcement, crime statistics, registered felons or offenders, fire protection, other government services, availability, adequacy and cost of internet connections or other technology services and installations, commercial, industrial or agricultural activities, existing and proposed transportation, construction and development that may affect noise, view, or traffic, airport noise, noise or odor from any source, wild and domestic animals, other nuisances, hazards, or circumstances, protected species, wetland properties, botanical diseases, historic or other governmentally protected sites or improvements, cemeteries, facilities and condition of common areas of common interest subdivisions, and possible lack of compliance with any governing documents or Homeowners' Association requirements, conditions and influences of significance to certain cultures and/or religions, and personal needs, requirements and preferences of Buyer.

By signing below, Buyers acknowledge that they have read, understand, accept and have received a Copy of this Advisory. Buyers are encouraged to read it carefully.

Buyer  Luis Patlan City of Dinuba Date 08/01/2025
 Buyer _____ Date _____

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BIA REVISED 12/21 (PAGE 2 OF 2)

BUYER'S INVESTIGATION ADVISORY (BIA PAGE 2 OF 2)

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POSSIBLE REPRESENTATION OF MORE THAN ONE BUYER OR SELLER - DISCLOSURE AND CONSENT

(C.A.R. Form PRBS, Revised 12/21)

A real estate broker (Broker), whether a corporation, partnership or sole proprietorship, may represent more than one buyer or seller. This multiple representation can occur through an individual licensed as a broker or salesperson or through different individual broker's or salespersons (associate licensees) acting under the Broker's license. The associate licensees may be working out of the same or different office locations.

Multiple Buyers: Broker (individually or through its associate licensees) may be working with many prospective buyers at the same time. These prospective buyers may have an interest in, and make offers on, the same properties. Some of these properties may be listed with Broker and some may not. Broker will not limit or restrict any particular buyer from making an offer on any particular property whether or not Broker represents other buyers interested in the same property.

Multiple Sellers: Broker (individually or through its associate licensees) may have listings on many properties at the same time. As a result, Broker will attempt to find buyers for each of those listed properties. Some listed properties may appeal to the same prospective buyers. Some properties may attract more prospective buyers than others. Some of these prospective buyers may be represented by Broker and some may not. Broker will market all listed properties to all prospective buyers whether or not Broker has another or other listed properties that may appeal to the same prospective buyers.

Dual Agency: If Seller is represented by Broker, Seller acknowledges that broker may represent prospective buyers of Seller's property and consents to Broker acting as a dual agent for both seller and buyer in that transaction. If Buyer is represented by Broker, buyer acknowledges that Broker may represent sellers of property that Buyer is interested in acquiring and consents to Broker acting as a dual agent for both buyer and seller with regard to that property.

In the event of dual agency, seller and buyer agree that: a dual agent may not, without the express permission of the respective party, disclose to the other party confidential information, including, but not limited to, facts relating to either the buyer's or seller's financial position, motivations, bargaining position, or other personal information that may impact price, including the seller's willingness to accept a price less than the listing price or the buyer's willingness to pay a price greater than the price offered; and except as set forth above, a dual agent is obligated to disclose known facts materially affecting the value or desirability of the Property to both parties.

Offers not necessarily confidential: Buyer is advised that seller or listing agent may disclose the existence, terms, or conditions of buyer's offer unless all parties and their agent have signed a written confidentiality agreement. Whether any such information is actually disclosed depends on many factors, such as current market conditions, the prevailing practice in the real estate community, the listing agent's marketing strategy and the instructions of the seller.

Buyer and seller understand that Broker may represent more than one buyer or more than one seller and even both buyer and seller on the same transaction and consents to such relationships.

Seller and/or Buyer acknowledges reading and understanding this Possible Representation of More Than One Buyer or Seller Disclosure and Consent and agrees to the agency possibilities disclosed.

Seller	<u>Raul Angulo</u>	<u>Raul Angulo</u>	Date	<u>08/05/2025</u>
Seller	<u>Luis Patlan</u>		Date	
Buyer	<u>City of Dinuba</u>		Date	<u>08/01/2025</u>
Buyer			Date	
Buyer's Brokerage Firm	<u>Harness Realty</u>	DRE Lic #	<u>01893543</u>	
By	<u>Scott Harness</u>	DRE Lic #	<u>01893543</u>	Date <u>08/01/2025</u>
	<u>Scott Harness</u>			
Seller's Brokerage Firm		DRE Lic #		
By		DRE Lic #		Date

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PRBS REVISED 12/21 (PAGE 1 OF 1)

POSSIBLE REPRESENTATION OF MORE THAN ONE BUYER OR SELLER (PRBS PAGE 1 OF 1)

Scott Harness, Broker, 124 W Tulare st Dinuba CA 93618	Phone: 5593058361	Fax:	City of Dinuba
Scott Harness	Produced with Lone Wolf Transactions (zipForm Edition) 717 N Harwood St, Suite 2200, Dallas, TX 75201	www.lwolf.com	



FAIR HOUSING AND DISCRIMINATION ADVISORY

(C.A.R. Form FHDA, Revised 12/24)

1. **EQUAL ACCESS TO HOUSING FOR ALL:** All housing in California is available to all persons. Discrimination as noted below is prohibited by law. Resources are available for those who have experienced unequal treatment under the law.
2. **FEDERAL AND STATE LAWS PROHIBIT DISCRIMINATION AGAINST IDENTIFIED PROTECTED CLASSES:**
 - A. **FEDERAL FAIR HOUSING ACT ("FHA")** Title VIII of the Civil Rights Act; 42 U.S.C. §§ 3601-3619; Prohibits discrimination in sales, rental or financing of residential housing against persons in protected classes;
 - B. **CALIFORNIA FAIR EMPLOYMENT AND HOUSING ACT ("FEHA")** California Government Code ("GC") §§ 12900-12996, 12955; 2 California Code of Regulations ("CCR") §§ 12005-12271; Prohibits discrimination in sales, rental or financing of housing opportunity against persons in protected classes by providers of housing accommodation and financial assistance services as related to housing;
 - C. **CALIFORNIA UNRUH CIVIL RIGHTS ACT ("Unruh")** California Civil Code ("CC") § 51; Prohibits business establishments from discriminating against, and requires full and equal accommodation, advantages, facilities, privileges, and services to persons in protected classes;
 - D. **AMERICANS WITH DISABILITIES ACT ("ADA")** 42 U.S.C. §§ 12181-12189; Title III of the ADA prohibits discrimination based on disability in public accommodations; and
 - E. **OTHER FAIR HOUSING LAWS:** § 504 of Rehabilitation Act of 1973 29 U.S.C. § 794; Ralph Civil Rights Act CC § 51.7; California Disabled Persons Act; CC §§ 54-55.32; any local city or county fair housing ordinances, as applicable.
3. **POTENTIAL LEGAL REMEDIES FOR UNLAWFUL DISCRIMINATION: Violations of fair housing laws may result in monetary civil fines, injunctive relief, compensatory and/or punitive damages, and attorney fees and costs.**
4. **PROTECTED CLASSES/CHARACTERISTICS:** Whether specified in Federal or State law or both, discrimination against persons based on that person's belonging to, association with, or perceived membership in, certain classes or categories, such as the following, is prohibited. Other classes, categories or restrictions may also apply.

Race (and race traits)	Color	Ancestry	National Origin	Religion
Age	Sex, Sexual Orientation	Gender, Gender Identity, Gender expression	Marital Status	Familial Status (family with a child or children under 18)
Citizenship	Immigration Status	Primary Language	Military/Veteran Status	Source of Income (e.g., Section 8 Voucher)
Medical Condition	Disability (Mental & Physical)	Genetic Information	Criminal History (non-relevant convictions)	Any Arbitrary Characteristic or Intersectionality

5. **THE CALIFORNIA DEPARTMENT OF REAL ESTATE REQUIRES TRAINING AND SUPERVISION TO PREVENT HOUSING DISCRIMINATION BY REAL ESTATE LICENSEES:**
 - A. California Business & Professions Code ("B&PC") § 10170.5(a)(4) requires 3 hours of training on fair housing for DRE license renewal; Real Estate Regulation § 2725(f) requires brokers who oversee salespersons to be familiar with the requirements of federal and state laws relating to the prohibition of discrimination.
 - B. Violation of DRE regulations or real estate laws against housing discrimination by a real estate licensee may result in the loss or suspension of the licensee's real estate license. B&PC §10177(l)(1); 10 CCR § 2780
6. **REALTOR® ORGANIZATIONS PROHIBIT DISCRIMINATION:** NAR Code of Ethics Article 10 prohibits discrimination in employment practices or in rendering real estate license services against any person because of race, color, religion, sex, disability, familial status, national origin, sexual orientation, or gender identity by REALTORS®.
7. **WHO IS REQUIRED TO COMPLY WITH FAIR HOUSING LAWS?**
Below is a non-exclusive list of providers of housing accommodations or financial assistance services as related to housing who are most likely to be encountered in a housing transaction and who must comply with fair housing laws.
 - Sellers
 - Real estate licensees
 - Mobilehome parks
 - Insurance companies
 - Landlords/Housing Providers
 - Real estate brokerage firms
 - Homeowners Associations ("HOAs");
 - Government housing services
 - Sublessors
 - Property managers
 - Banks and Mortgage lenders
 - Appraisers
8. **EXAMPLES OF CONDUCT THAT MAY NOT BE MOTIVATED BY DISCRIMINATORY INTENT BUT COULD HAVE A DISCRIMINATORY EFFECT:**
 - A. Prior to acceptance of an offer, asking for or offering buyer personal information or letters from the buyer, especially with photos. Those types of documents may inadvertently reveal, or be perceived as revealing, protected status information thereby increasing the risk of (i) actual or unconscious bias, and (ii) potential legal claims against sellers and others by prospective buyers whose offers were rejected.
 - B. Refusing to rent (i) an upper-level unit to an elderly tenant out of concern for the tenant's ability to navigate stairs or (ii) a house with a pool to a person with young children out of concern for the children's safety.
9. **EXAMPLES OF UNLAWFUL OR IMPROPER CONDUCT BASED ON A PROTECTED CLASS OR CHARACTERISTIC:**
 - A. Refusing to negotiate for a sale, rental or financing or otherwise make a housing opportunity unavailable; failing to present offers due to a person's protected status;
 - B. Refusing or failing to show, rent, sell or finance housing; "channeling" or "steering" a prospective buyer or tenant to or away from a particular area due to that person's protected status or because of the racial, religious or ethnic composition of the neighborhood;
 - C. "Blockbusting" or causing "panic selling" by inducing a listing, sale or rental based on the grounds of loss of value of property, increase in crime, or decline in school quality due to the entry or prospective entry of people in protected categories into the neighborhood;
 - D. Making any statement or advertisement that indicates any preference, limitation, or discrimination;

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FHDA REVISED 12/24 (PAGE 1 OF 2)

FAIR HOUSING AND DISCRIMINATION ADVISORY (FHDA PAGE 1 OF 2)

Scott Harness, Broker, 124 W Tulare st Dinuba CA 93618
Scott Harness

Produced with Lone Wolf Transactions (zipForm Edition) 717 N Harwood St, Suite 2200, Dallas, TX 75201

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City of Dinuba



- E. Inquiring about protected characteristics (such as asking tenant applicants if they are married, or prospective purchasers if they have children or are planning to start a family);
 - F. Using criminal history information before otherwise affirming eligibility, and without a legally sufficient justification;
 - G. Failing to assess financial standards based on the portion of the income responsible by a tenant who receives government subsidies (such as basing an otherwise neutral rent to income ratio on the whole rent rather than just the part of rent that is the tenant's responsibility);
 - H. Denying a home loan or homeowner's insurance;
 - I. Offering inferior terms, conditions, privileges, facilities or services;
 - J. Using different qualification criteria or procedures for sale or rental of housing such as income standards, application requirements, application fees, credit analyses, sale or rental approval procedures or other requirements;
 - K. Harassing a person;
 - L. Taking an adverse action based on protected characteristics;
 - M. Refusing to permit a reasonable modification to the premises, as requested by a person with a disability (such as refusing to allow a tenant who uses a wheelchair to install, at their expense, a ramp over front or rear steps, or refusing to allow a tenant with a disability from installing, at their own expense, grab bars in a shower or bathtub);
 - N. Refusing to make reasonable accommodation in policies, rules, practices, or services for a person with a disability (such as the following, if an actual or prospective tenant with a disability has a service animal or support animal):
 - (i) Failing to allow that person to keep the service animal or emotional support animal in rental property,
 - (ii) Charging that person higher rent or increased security deposit, or
 - (iii) Failing to show rental or sale property to that person who is accompanied by the service animal or support animal, and;
 - O. Retaliating for asserting rights under fair housing laws.
- 10. EXAMPLES OF POSITIVE PRACTICES:**
- A. Real estate licensees working with buyers or tenants should apply the same objective property selection criteria, such as location/neighborhood, property features, and price range and other considerations, to all prospects.
 - B. Real estate licensees should provide complete and objective information to all clients based on the client's selection criteria.
 - C. Real estate licensees should provide the same professional courtesy in responding to inquiries, sharing of information and offers of assistance to all clients and prospects.
 - D. Housing providers should not make any statement or advertisement that directly or indirectly implies preference, limitation, or discrimination regarding any protected characteristic (such as "no children" or "English-speakers only").
 - E. Housing providers should use a selection process relying on objective information about a prospective buyer's offer or tenant's application and not seek any information that may disclose any protected characteristics (such as using a summary document, e.g. C.A.R. Form SUM-MO, to compare multiple offers on objective terms).
- 11. FAIR HOUSING RESOURCES:** If you have questions about your obligations or rights under the Fair Housing laws, or you think you have been discriminated against, you may want to contact one or more of the sources listed below to discuss what you can do about it, and whether the resource is able to assist you.
- A. Federal: https://www.hud.gov/program_offices/fair_housing_equal_opp
 - B. State: <https://calcivilrights.ca.gov/housing/>
 - C. Local: local Fair Housing Council office (non-profit, free service)
 - D. DRE: <https://www.dre.ca.gov/Consumers/FileComplaint.html>
 - E. Local Association of REALTORS®. List available at: <https://www.car.org/en/contactus/rosters/localassociationroster>.
 - F. Any qualified California fair housing attorney, or if applicable, landlord-tenant attorney.
- 12. LIMITED EXCEPTIONS TO FAIR HOUSING REQUIREMENTS: No person should rely on any exception below without first seeking legal advice about whether the exception applies to their situation. Real estate licensees are not qualified to provide advice on the application of these exceptions.**
- A. Legally compliant senior housing is exempt from FHA, FEHA and Unruh as related to age or familial status only;
 - B. An owner of a single-family residence who resides at the property with one lodger may be exempt from FEHA for rental purposes, PROVIDED **no real estate licensee is involved** in the rental;
 - C. An owner of a single-family residence may be exempt from FHA for sale or rental purposes, PROVIDED (i) **no real estate licensee is involved** in the sale or rental and (ii) no discriminatory advertising is used, and (iii) the owner owns no more than three single-family residences. Other restrictions apply;
 - D. An owner of residential property with one to four units who resides at the property, may be exempt from FHA for rental purposes, PROVIDED **no real estate licensee is involved** in the rental; and
 - E. Both FHA and FEHA do not apply to roommate situations. See, *Fair Housing Council v Roommate.com LLC*, 666 F.3d 1216 (2019).
 - F. Since both the 14th Amendment of the U.S. Constitution and the Civil Rights Act of 1866 prohibit discrimination based on race; the FHA and FEHA exemptions do not extend to discrimination based on race.

Buyer/Tenant and Seller/Housing Provider have read, understand and acknowledge receipt of a copy of this Fair Housing & Discrimination Advisory.

Buyer/Tenant Luis Patlan City of Dinuba Date 08/01/2025

Buyer/Tenant _____ Date _____

Seller/Housing Provider Raul Angulo Raul Angulo Date 08/05/2025

Seller/Housing Provider _____ Date _____

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FAIR HOUSING AND DISCRIMINATION ADVISORY (FHDA PAGE 2 OF 2)

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City of Dinuba





BUYER HOMEOWNERS' INSURANCE ADVISORY

(C.A.R. Form BHIA, 6/24)

- 1. IMPORTANCE OF OBTAINING PROPERTY INSURANCE:** If the property you are purchasing is destroyed or damaged due to natural disaster or accident or some other event, insurance may be available to help with the cost of repair or rebuilding. In the absence of property insurance, the homeowner would be responsible for the full expense. If the property is purchased with a loan, or refinanced, the lender will require an insurance policy protecting its interest. Insurance policies can cover damage due to one or more of the following: fire, flood, earthquake and other causes. The policy or an insurance broker should be consulted to determine when coverage applies and whether a supplement or rider can be purchased to provide additional coverage or if a separate policy is necessary.
- 2. PROPERTY INSURANCE AND PURCHASE CONTRACT TERMS:** Your real estate purchase contract may contain a contingency that gives you the right to legally cancel the agreement within a specified time if you are unable to obtain or afford property insurance. This cancellation right may be a specific contingency pertaining to insurance or may be part of an overall investigation contingency. If buyer waives or removes the applicable contingency before determining the availability and cost of property insurance, buyer is acting against the advice of broker. Additionally, if the property is part of an HOA, lenders may require and buyers will want to know that the HOA has adequate insurance to cover the areas for which the HOA is responsible.
- 3. CALIFORNIA'S PROPERTY INSURANCE MARKET:** Some insurance carriers in California have stopped issuing new property insurance policies and others are limiting the number and location of new policies, due to rising replacement costs and an increase in natural disasters. These changes may affect both the availability and cost of insurance. However, over 50 insurance carriers are admitted to sell property insurance in California so it may be possible to obtain insurance even if some carriers will not write a new policy covering the property you intend to buy. An insurance broker may also be able to find a non-admitted insurance carrier offering to insure the property you intend to buy. Because locating an affordable insurance policy could take time and effort, buyers are advised to make all insurance inquiries as early in the home buying process as possible.
- 4. INSURANCE CONDITIONS:** Many insurance carriers impose physical condition standards before issuing a policy, or reserve the right to cancel policies even after they are issued, if certain minimum standards are not confirmed in an inspection or otherwise. Physical conditions standards could include, but are not limited to, prohibition of "knob and tube" electrical wiring, requirements related to piping/plumbing materials, standards related to the age and/or quality of the roof or foundation, minimal safety standards related to handrails, tripping hazards, and defensible space requirements.
- 5. RESOURCES:** The California Department of Insurance (DOI) maintains a website addressing Residential Home insurance. Resources on this State government webpage include: (i) Top Ten tips for Finding Residential Insurance; (ii) Residential Insurance Company Contact List; (iii) Home Insurance Finder; and (iv) information on other insurance issues. The webpage also includes information on how to contact the DOI, and suggestions on what to do if you cannot find insurance. The webpage and link to other documents is located at <https://www.insurance.ca.gov/01-consumers/105-type/5-residential/index.cfm>.
- 6. BROKER RECOMMENDATION:** Buyer is advised to explore available property insurance options early in the home buying process and to consult with a qualified insurance professional of buyer's choosing to understand insurance availability and cost prior to removal of any related contingencies. Real estate brokers do not have expertise in this area.

By signing below, Buyer acknowledges that Buyer has read, understands, and has received a copy of this Buyer Homeowners' Insurance Advisory.

Buyer Luis Patlan City of Dinuba Date 08/01/2025

Buyer _____ Date _____

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BHIA 6/24 (PAGE 1 OF 1)



BUYER HOMEOWNERS' INSURANCE ADVISORY (BHIA PAGE 1 OF 1)

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WIRE FRAUD AND ELECTRONIC FUNDS TRANSFER ADVISORY (C.A.R. Form WFA, Revised 12/21)

Property Address: 1051 E El Monte Way, Dinuba, CA 93618 ("Property").

WIRE FRAUD AND ELECTRONIC FUNDS TRANSFERS ADVISORY:

The ability to communicate and conduct business electronically is a convenience and reality in nearly all parts of our lives. At the same time, it has provided hackers and scammers new opportunities for their criminal activity. Many businesses have been victimized and the real estate business is no exception.

While wiring or electronically transferring funds is a welcome convenience, we all need to exercise extreme caution. Emails attempting to induce fraudulent wire transfers have been received and have appeared to be legitimate. Reports indicate that some hackers have been able to intercept emailed transfer instructions, obtain account information and, by altering some of the data, redirect the funds to a different account. It also appears that some hackers were able to provide false phone numbers for verifying the wiring or funds transfer instructions. In those cases, the victim called the number provided to confirm the instructions, and then unwittingly authorized a transfer to somewhere or someone other than the intended recipient.

ACCORDINGLY, YOU ARE ADVISED:

1. Obtain phone numbers and account numbers only from Escrow Officers, Property Managers, or Landlords at the beginning of the transaction.
2. DO NOT EVER WIRE OR ELECTRONICALLY TRANSFER FUNDS PRIOR TO CALLING TO CONFIRM THE TRANSFER INSTRUCTIONS. ONLY USE A PHONE NUMBER YOU WERE PROVIDED PREVIOUSLY. Do not use any different phone number or account number included in any emailed transfer instructions.
3. Orally confirm the transfer instruction is legitimate and confirm the bank routing number, account numbers and other codes before taking steps to transfer the funds.
4. Avoid sending personal information in emails or texts. Provide such information in person or over the telephone directly to the Escrow Officer, Property Manager, or Landlord.
5. Take steps to secure the system you are using with your email account. These steps include creating strong passwords, using secure WiFi, and not using free services.

If you believe you have received questionable or suspicious wire or funds transfer instructions, immediately notify your bank, and the other party, and the Escrow Office, Landlord, or Property Manager. The sources below, as well as others, can also provide information:

Federal Bureau of Investigation: <https://www.fbi.gov/>; the FBI's IC3 at www.ic3.gov; or 310-477-6565

National White Collar Crime Center: <http://www.nw3c.org/>

On Guard Online: <https://www.onguardonline.gov/>

NOTE: There are existing alternatives to electronic and wired fund transfers such as cashier's checks. By signing below, the undersigned acknowledge that each has read, understands and has received a copy of this Wire Fraud and Electronic Funds Transfer Advisory.

Buyer/Tenant	<u>Luis Patlan</u>	<u>City of Dinuba</u>	Date <u>08/01/2025</u>
Buyer/Tenant	<u>Raul Angulo</u>		Date _____
Seller/Landlord		<u>Raul Angulo</u>	Date <u>08/05/2025</u>
Seller/Landlord			Date _____

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WIRE FRAUD AND ELECTRONIC FUNDS TRANSFER ADVISORY (WFA PAGE 1 OF 1)

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CALIFORNIA CONSUMER PRIVACY ACT ADVISORY, DISCLOSURE AND NOTICE (C.A.R. Form CCPA, Revised 12/22)

The California Consumer Privacy Act (commencing with Civil Code § 1798.100) ("CCPA"), as amended by California voters in 2020, grants to California residents certain rights in their private, personal information ("PI") that is collected by companies with whom they do business. Under the CCPA, PI is defined broadly to encompass non-public records information that could reasonably be linked directly or indirectly to you. PI could potentially include photographs of, or sales information about, your property.

During the process of buying and selling real estate your PI will be collected and likely shared with others, including real estate licensees, a Multiple Listing Service, real estate internet websites, service providers, lenders, and title and escrow companies, to name several possibilities. Businesses that are covered by the CCPA are required to grant you various rights in your PI, including the right to know what PI is collected, the right to know what PI is sold or shared and to whom, the right to request that the business correct or delete your PI, the right to "opt out" or stop the transfer of your PI to others, and the right to limit the use of certain PI which is considered "sensitive." You may get one or more notices regarding your CCPA rights from businesses you interact with in a real estate transaction. However, not all businesses that receive or share your PI are obligated to comply with the CCPA. Moreover, businesses that are otherwise covered under the CCPA may have a legal obligation to maintain PI, notwithstanding your instruction to the contrary. For instance, regardless of whether they are covered by CCPA, under California law, brokers and Multiple Listing Services are required to maintain their records for 3 years. If you wish to exercise your rights under CCPA, where applicable, you should contact the respective business directly.

You can obtain more information about the CCPA and your rights under the law from the State of California Department of Justice (oag.ca.gov/privacy/ccpa). Additionally, the California Privacy Protection Agency is authorized to promulgate regulations which may further clarify requirements of the CCPA (cppa.ca.gov/regulations/).

I/we acknowledge receipt of a copy of this California Consumer Privacy Act Advisory, Disclosure and Notice.

Buyer/Seller/Landlord/Tenant *Luis Patlan* Date 08/01/2025
City of Dinuba

Buyer/Seller/Landlord/Tenant _____ Date _____

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CALIFORNIA CONSUMER PRIVACY ACT ADVISORY (CCPA PAGE 1 OF 1)

Scott Harness, Broker, 124 W Tulare st Dinuba CA 93618 Scott Harness	Phone: 5593058361 Produced with Lone Wolf Transactions (zipForm Edition) 717 N Harwood St, Suite 2200, Dallas, TX 75201	Fax: www.lwolf.com City of Dinuba
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DISCLOSURE REGARDING REAL ESTATE AGENCY RELATIONSHIP

(As required by the Civil Code)
(C.A.R. Form AD, Revised 12/24)

☐ (If checked) This form is being provided in connection with a transaction for a leasehold interest exceeding one year as per Civil Code §§ 2079.13(j), (k), and (l).

When you enter into a discussion with a real estate agent regarding a real estate transaction, you should from the outset understand what type of agency relationship or representation you wish to have with the agent in the transaction.

SELLER'S AGENT

A Seller's agent under a listing agreement with the Seller acts as the agent for the Seller only. A Seller's agent or a subagent of that agent has the following affirmative obligations:

To the Seller: A Fiduciary duty of utmost care, integrity, honesty and loyalty in dealings with the Seller.

To the Buyer and the Seller:

- (a) Diligent exercise of reasonable skill and care in performance of the agent's duties.
- (b) A duty of honest and fair dealing and good faith.
- (c) A duty to disclose all facts known to the agent materially affecting the value or desirability of the property that are not known to, or within the diligent attention and observation of, the parties. An agent is not obligated to reveal to either party any confidential information obtained from the other party that does not involve the affirmative duties set forth above.

BUYER'S AGENT

A Buyer's agent can, with a Buyer's consent, agree to act as agent for the Buyer only. This includes a Buyer's agent under a buyer-broker representation agreement with the Buyer. In these situations, the agent is not the Seller's agent, even if by agreement the agent may receive compensation for services rendered, either in full or in part from the Seller. An agent acting only for a Buyer has the following affirmative obligations:

To the Buyer: A fiduciary duty of utmost care, integrity, honesty and loyalty in dealings with the Buyer.

To the Buyer and the Seller:

- (a) Diligent exercise of reasonable skill and care in performance of the agent's duties.
- (b) A duty of honest and fair dealing and good faith.
- (c) A duty to disclose all facts known to the agent materially affecting the value or desirability of the property that are not known to, or within the diligent attention and observation of, the parties. An agent is not obligated to reveal to either party any confidential information obtained from the other party that does not involve the affirmative duties set forth above.

AGENT REPRESENTING BOTH SELLER AND BUYER

A real estate agent, either acting directly or through one or more salespersons and broker associates, can legally be the agent of both the Seller and the Buyer in a transaction, but only with the knowledge and consent of both the Seller and the Buyer.

In a dual agency situation, the agent has the following affirmative obligations to both the Seller and the Buyer:

- (a) A fiduciary duty of utmost care, integrity, honesty and loyalty in the dealings with either the Seller or the Buyer.
(b) Other duties to the Seller and the Buyer as stated above in their respective sections.

In representing both Seller and Buyer, a dual agent may not, without the express permission of the respective party, disclose to the other party confidential information, including, but not limited to, facts relating to either the Buyer's or Seller's financial position, motivations, bargaining position, or other personal information that may impact price, including the Seller's willingness to accept a price less than the listing price or the Buyer's willingness to pay a price greater than the price offered.

SELLER AND BUYER RESPONSIBILITIES

Either the purchase agreement or a separate document will contain a confirmation of which agent is representing you and whether that agent is representing you exclusively in the transaction or acting as a dual agent. Please pay attention to that confirmation to make sure it accurately reflects your understanding of your agent's role.

The above duties of the agent in a real estate transaction do not relieve a Seller or Buyer from the responsibility to protect their own interests. You should carefully read all agreements to assure that they adequately express your understanding of the transaction. A real estate agent is a person qualified to advise about real estate. If legal or tax advice is desired, consult a competent professional.

If you are a Buyer, you have the duty to exercise reasonable care to protect yourself, including as to those facts about the property which are known to you or within your diligent attention and observation.

Both Sellers and Buyers should strongly consider obtaining tax advice from a competent professional because the federal and state tax consequences of a transaction can be complex and subject to change.

Throughout your real property transaction you may receive more than one disclosure form, depending upon the number of agents assisting in the transaction. The law requires each agent with whom you have more than a casual relationship to present you with this disclosure form. You should read its contents each time it is presented to you, considering the relationship between you and the real estate agent in your specific transaction. **This disclosure form includes the provisions of §§ 2079.13 to 2079.24, inclusive, of the Civil Code set forth on page 2. Read it carefully.**

Note: Real estate broker commissions are not set by law and are fully negotiable.

I/WE ACKNOWLEDGE RECEIPT OF A COPY OF THIS DISCLOSURE AND THE PORTIONS OF THE CIVIL CODE PRINTED ON THE SECOND PAGE.

☒ Buyer
 ☐ Seller
 ☐ Landlord
 ☐ Tenant
 Luis Patlan
City of Dinuba
 Date 08/01/2025

☐ Buyer
 ☐ Seller
 ☐ Landlord
 ☐ Tenant

 Date _____

☐ Buyer ☐ Seller ☐ Landlord ☐ Tenant Date _____

Agent ***Harness Realty*** DRE Lic. # **01893543**

Real Estate Broker (Firm)

By Scott Harness **Scott Harness** DRE Lic. # **01893543** Date **08/01/2025**

(Salesperson or Broker-Associate, if any)

AD REVISED 12/24 (PAGE 1 OF 2)

DISCLOSURE REGARDING REAL ESTATE AGENCY RELATIONSHIP (AD PAGE 1 OF 2)

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City of Dinuba

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CIVIL §§ 2079.13 - 2079.24 (2079.16 APPEARS ON THE FRONT)

2079.13. As used in this section and §§ 2079.7 and 2079.14 to 2079.24, inclusive, the following terms have the following meanings:

(a) "Agent" means a person acting under provisions of Title 9 (commencing with § 2295) in a real property transaction, and includes a person who is licensed as a real estate broker under Chapter 3 (commencing with § 10130) of Part 1 of Division 4 of the Business and Professions Code, and under whose license a listing is executed or an offer to purchase is obtained. The agent in the real property transaction bears responsibility for that agent's salespersons or broker associates who perform as agents of the agent. When a salesperson or broker associate owes a duty to any principal, or to any buyer or seller who is not a principal, in a real property transaction, that duty is equivalent to the duty owed to that party by the broker for whom the salesperson or broker associate functions. (b) "Buyer" means a transferee in a real property transaction, and includes a person who executes an offer to purchase real property from a seller through an agent, or who seeks the services of an agent in more than a casual, transitory, or preliminary manner, with the object of entering into a real property transaction. "Buyer" includes a vendee or lessee of real property. (c) "Commercial real property" means all real property in the state, except (1) single-family residential real property, (2) dwelling units made subject to Chapter 2 (commencing with § 1940) of Title 5, (3) a mobilehome, as defined in § 798.3, (4) vacant land, or (5) a recreational vehicle, as defined in § 799.29. (d) "Dual agent" means an agent acting, either directly or through a salesperson or broker associate, as agent for both the seller and the buyer in a real property transaction. (e) "Listing agreement" means a written contract between a seller of real property and an agent, by which the agent has been authorized to sell the real property or to find or obtain a buyer, including rendering other services for which a real estate license is required to the seller pursuant to the terms of the agreement. (f) "Seller's agent" means a person who has obtained a listing of real property to act as an agent for compensation. (g) "Listing price" is the amount expressed in dollars specified in the listing for which the seller is willing to sell the real property through the seller's agent. (h) "Offering price" is the amount expressed in dollars specified in an offer to purchase for which the buyer is willing to buy the real property. (i) "Offer to purchase" means a written contract executed by a buyer acting through a buyer's agent that becomes the contract for the sale of the real property upon acceptance by the seller. (j) "Real property" means any estate specified by subdivision (1) or (2) of § 761 in property, and includes (1) single-family residential property, (2) multiunit residential property with more than four dwelling units, (3) commercial real property, (4) vacant land, (5) a ground lease coupled with improvements, or (6) a manufactured home as defined in § 18007 of the Health and Safety Code, or a mobilehome as defined in § 18008 of the Health and Safety Code, when offered for sale or sold through an agent pursuant to the authority contained in § 10131.6 of the Business and Professions Code. (k) "Real property transaction" means a transaction for the sale of real property in which an agent is retained by a buyer, seller, or both a buyer and seller to act in that transaction, and includes a listing or an offer to purchase. (l) "Single-family residential property" or "single-family residential real property" means any of the following: (1) Real property improved with one to four dwelling units, including a leasehold exceeding one year's duration. (2) A unit in a residential stock cooperative, condominium, or planned unit development. (3) A mobilehome or manufactured home when offered for sale or sold through a real estate broker pursuant to § 10131.6 of the Business and Professions Code. (m) "Sell," "sale," or "sold" refers to a transaction for the transfer of real property from the seller to the buyer and includes exchanges of real property between the seller and buyer, transactions for the creation of a real property sales contract within the meaning of § 2985, and transactions for the creation of a leasehold exceeding one year's duration. (n) "Seller" means the transferor in a real property transaction and includes an owner who lists real property with an agent, whether or not a transfer results, or who receives an offer to purchase real property of which he or she is the owner from an agent on behalf of another. "Seller" includes both a vendor and a lessor of real property. (o) "Buyer's agent" means an agent who represents a buyer in a real property transaction. (p) "Buyer-broker representation agreement" means a written contract between a buyer of real property and a buyer's agent by which the buyer's agent has been authorized by the buyer to provide services set forth in subdivision (a) of § 10131 of the Business and Professions Code for or on behalf of the buyer for which a real estate license is required pursuant to the terms of the contract.

2079.14. (a) A copy of the disclosure form specified in § 2079.16 shall be provided in a real property transaction as follows: (1) The seller's agent, if any, shall provide the disclosure form to the seller before entering into a listing agreement. (2) The buyer's agent shall provide the disclosure to the buyer as soon as practicable before the execution of a buyer-broker representation agreement and execution of the buyer's offer to purchase. If the offer to purchase is not prepared by the buyer's agent, the buyer's agent shall present the disclosure form to the buyer not later than the next business day after receiving the offer to purchase from the buyer. (b) The agent providing the disclosure form specified in § 2079.16 shall obtain a signed acknowledgment of receipt from the buyer or seller except as provided in § 2079.15.

2079.15. In any circumstance in which the seller or buyer refuses to sign an acknowledgment of receipt pursuant to § 2079.14, the agent shall set forth, sign, and date a written declaration of the facts of the refusal.

2079.16 Reproduced on Page 1 of this AD form.

2079.17(a) As soon as practicable, the buyer's agent shall disclose to the buyer and seller whether the agent is acting in the real property transaction as the buyer's agent, or as a dual agent representing both the buyer and the seller. This relationship shall be confirmed in the contract to purchase and sell real property or in a separate writing executed or acknowledged by the seller, the buyer, and the buyer's agent prior to or coincident with execution of that contract by the buyer and the seller, respectively. (b) As soon as practicable, the seller's agent shall disclose to the seller whether the seller's agent is acting in the real property transaction as the seller's agent, or as a dual agent representing both the buyer and seller. This relationship shall be confirmed in the contract to purchase and sell real property or in a separate writing executed or acknowledged by the seller and the seller's agent prior to or coincident with the execution of that contract by the seller. (c) The confirmation required by subdivisions (a) and (b) shall be in the following form:

Seller's Brokerage Firm _____	DO NOT COMPLETE. SAMPLE ONLY	License Number _____
Is the broker of (check one): ☐ the seller; or ☐ both the buyer and seller. (dual agent)		
Seller's Agent _____	DO NOT COMPLETE. SAMPLE ONLY	License Number _____
Is (check one): ☐ the Seller's Agent. (salesperson or broker associate) ☐ both the Buyer's and Seller's Agent. (dual agent)		
Buyer's Brokerage Firm _____	DO NOT COMPLETE. SAMPLE ONLY	License Number _____
Is the broker of (check one): ☐ the buyer; or ☐ both the buyer and seller. (dual agent)		
Buyer's Agent _____	DO NOT COMPLETE. SAMPLE ONLY	License Number _____
Is (check one): ☐ the Buyer's Agent. (salesperson or broker associate) ☐ both the Buyer's and Seller's Agent. (dual agent)		

(d) The disclosures and confirmation required by this section shall be in addition to the disclosure required by § 2079.14. An agent's duty to provide disclosure and confirmation of representation in this section may be performed by a real estate salesperson or broker associate affiliated with that broker.

2079.18 (Repealed pursuant to AB-1289)

2079.19 The payment of compensation or the obligation to pay compensation to an agent by the seller or buyer is not necessarily determinative of a particular agency relationship between an agent and the seller or buyer. A listing agent and a selling agent may agree to share any compensation or commission paid, or any right to any compensation or commission for which an obligation arises as the result of a real estate transaction, and the terms of any such agreement shall not necessarily be determinative of a particular relationship.

2079.20 Nothing in this article prevents an agent from selecting, as a condition of the agent's employment, a specific form of agency relationship not specifically prohibited by this article if the requirements of § 2079.14 and § 2079.17 are complied with.

2079.21 (a) A dual agent may not, without the express permission of the seller, disclose to the buyer any confidential information obtained from the seller. (b) A dual agent may not, without the express permission of the buyer, disclose to the seller any confidential information obtained from the buyer. (c)

"Confidential information" means facts relating to the client's financial position, motivations, bargaining position, or other personal information that may impact price, such as the seller is willing to accept a price less than the listing price or the buyer is willing to pay a price greater than the price offered. (d) This section does not alter in any way the duty or responsibility of a dual agent to any principal with respect to confidential information other than price.

2079.22 Nothing in this article precludes a seller's agent from also being a buyer's agent. If a seller or buyer in a transaction chooses to not be represented by an agent, that does not, of itself, make that agent a dual agent.

2079.23 (a) A contract between the principal and agent may be modified or altered to change the agency relationship at any time before the performance of the act which is the object of the agency with the written consent of the parties to the agency relationship. (b) A lender or an auction company retained by a lender to control aspects of a transaction of real property subject to this part, including validating the sales price, shall not require, as a condition of receiving the lender's approval of the transaction, the homeowner or listing agent to defend or indemnify the lender or auction company from any liability alleged to result from the actions of the lender or auction company. Any clause, provision, covenant, or agreement purporting to impose an obligation to defend or indemnify a lender or an auction company in violation of this subdivision is against public policy, void, and unenforceable.

2079.24 Nothing in this article shall be construed to either diminish the duty of disclosure owed buyers and sellers by agents and their associate licensees, subagents, and employees or to relieve agents and their associate licensees, subagents, and employees from liability for their conduct in connection with acts governed by this article or for any breach of a fiduciary duty or a duty of disclosure.





BUYER REPRESENTATION AND BROKER COMPENSATION AGREEMENT

(Non-Exclusive unless Exclusive is checked and initialed)
(C.A.R. Form BRBC, Revised 12/24)

Date Prepared: 07/31/2025

1. **RIGHT TO REPRESENT:** _____ City of Dinuba ("Buyer")
grants _____ Harness Realty ("Broker")
the non-exclusive right (unless Exclusive is checked in **paragraph 2A(2)** and initialed in **paragraph 15**) to represent Buyer in acquiring real property or a manufactured home ("Property") for the Representation Period specified in **paragraph 2A(1)**.
2. **TERMS OF REPRESENTATION:** The items in this paragraph are contractual terms of the Agreement. Referenced paragraphs provide further explanation. This form is 5 pages. Buyer is advised to read all 5 pages.

Para. #	Paragraph Title or Contract Term	Terms and Conditions
A	Representation	
A(1)	Representation Period	Beginning: <u>07/31/2025</u> (date) Ending at 11:59 P.M. on <u>09/30/2025</u> (date) OR upon completion of a resulting transaction, whichever occurs first. (Not to exceed 3 months. If Representation Period exceeds 3 months, this Agreement is void unless Buyer is a corporation, LLC or partnership.)
A(2)	Type of Representation	Non-exclusive, OR ☐ Exclusive (valid only if checked AND initialed in paragraph 15).
B	Property to be Acquired ("Property")	Broker, including any associate licensee working through Broker on behalf of Buyer, provides services for the types of properties and in the locations specified below.
B(1)	Property type:	Single family residential (OR, if checked, ☐ SFR is excluded from this Agreement), including condominiums and manufactured homes (SFR), ☐ Multi-family residential with two to four units, ☐ with 5 or more units, ☐ Industrial, ☐ Vacant Land, ☐ Commercial, ☐ Tenancy in common, ☒ The following specified property(ies) only: <u>1051 E El Monte Way</u>
B(2)	Location	☐ County(ies): _____ ☐ City(ies): _____
B(3)	Additional Description	_____
C	☐ Additional Buyer Preferences and Priorities	See attached Buyer Identification of Preferences and Priorities (C.A.R. Form BIPP).
D	Properties Excluded from Representation	_____ OR ☐ The Properties identified on the attached list
E	Broker Compensation: NOTICE: The amount or rate of real estate commissions is not fixed by law. They are set by each Broker individually and may be negotiable between Buyer and Broker. See attached Broker Compensation Advisory (C.A.R. Form BCA).	
E(1)	Amount of Compensation	<u>1.500</u> % of the acquisition price AND, if any \$ _____; OR ☐ \$ _____, OR ☐ see attached Broker-created compensation schedule.
E(2)	Payments received by Broker from Seller or others	If Broker receives compensation from Seller or others, for Broker's representation of Buyer, the amount shall be credited against Buyer's obligation to pay Broker. Broker shall not receive any amount in excess of paragraph 2E(1) .
E(3)	Continued Right to Payment for Broker Involved Properties	The Continuation Period shall be _____ calendar days after the Representation Period or any extension ("Continuation Period").
F	Cancellation Rights and Notice	Non-exclusive: Cancellation effective upon receipt OR ☐ _____ days after receipt; Exclusive: Cancellation effective 30 OR _____ (not to exceed 30) days after receipt.
G	Buyer Financial/Personal Information	
G(1)	Time to deliver Buyer personal/ financial information	Within 5 (or _____) calendar days from the execution of this Agreement. ☐ C.A.R. Form BFPI attached.
G(2)	☐ Buyer does not have sufficient funds to pay Broker.	Buyer's Broker's obligation to represent Buyer in a transaction is contingent upon a seller's agreement to pay the amount of compensation in paragraph 2E(1) .
H	Other Terms	_____

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3. ADVISORIES, ADDENDA AND DISCLOSURES: The following advisories, addenda and disclosures are attached:

☒ Broker Compensation Advisory (C.A.R. Form BCA) ☐ Other _____

4. COMPENSATION TO BROKER:

Notice: The amount or rate of real estate commissions is not fixed by law. They are set by each Broker individually and may be negotiable between Buyer and Broker.

A. ADVISORY: Real estate commissions include all compensation and fees to Broker and are fully negotiable.

B. BROKER RIGHT TO COMPENSATION: Broker shall be entitled to compensation specified in **paragraph 2E(1)** from Buyer if during the Representation Period, or any extension, Buyer enters into an agreement to purchase, lease, or otherwise acquire any Property described in **paragraph 2B**, and the seller thereafter completes the transaction or is prevented from doing so by default of Buyer as follows:

- (1) **NON-EXCLUSIVE REPRESENTATION; BROKER INVOLVEMENT:** Compensation is payable only if there was Broker Involvement with the Property.
- (2) **EXCLUSIVE REPRESENTATION; BUYER ACQUISITION:** If Exclusive is checked in **paragraph 2A(2)** and initialed in **paragraph 15**, Broker is entitled to compensation if Buyer acquires Property during the Representation Period or any extension with or without Broker Involvement, even if another broker is also entitled to be paid for representing Buyer.
- (3) **BUYER INCLUDES** any person or entity, other than Broker, related to Buyer or who in any manner acts on Buyer's behalf to acquire Property described in **paragraph 2B**.
- (4) **BROKER INVOLVEMENT**, wherever used in this Agreements means any of the following:
 - Buyer physically entered and was shown the Property by Broker;
 - Broker showed the Property to Buyer virtually;
 - Broker submitted to seller a signed, written offer from Buyer to acquire, lease, exchange or obtain an option on the Property;
 - Broker performed a market analysis related to the Property or reviewed property specific documents or disclosures with Buyer; or
 - The Property was introduced to Buyer by Broker or one for which Broker acted on Buyer's behalf. However, merely sending Buyer a list of properties shall not be deemed Broker Involvement without documented action on the part of Broker analyzing the Property for Buyer, specifically, or assisting Buyer in the potential acquisition of the Property, or communicating with seller or seller's agent regarding Buyer's potential acquisition of the Property.

C. CONTINUATION OF RIGHT TO COMPENSATION FOR BROKER INVOLVED PROPERTIES:

- (1) Broker shall be entitled to the compensation provided for in **paragraph 2E(1)** if, during the Continuation Period specified in **paragraph 2E(3)**, Buyer enters into an agreement to acquire Property for which there was Broker Involvement. The timing of such payment is subject to the terms of **paragraph 4D**.
- (2) Broker's right to compensation pursuant to this paragraph shall only apply if, prior to expiration of this Agreement or any extension, Broker delivers Buyer a written notice of those properties for which there was Broker Involvement (C.A.R. Form NBIP).

D. TIMING OF COMPENSATION: Compensation is payable:

- (1) Upon completion of any resulting transaction, and through escrow. Broker shall be entitled to compensation whether any escrow resulting from this Agreement closes during or after the Representation Period.
- (2) If acquisition is prevented by default of Buyer, upon Buyer's default.
- (3) If acquisition is prevented by a party to the transaction other than Buyer, when Buyer collects damages, or obtains specific performance, by suit, settlement or otherwise. If damages are recovered, compensation shall equal one-half of the damages recovered, not to exceed the compensation provided for in **paragraph 2E(1)**, after first deducting the unreimbursed payments, credits and expenses of collection and suit, if any.

E. PAYMENT THROUGH ESCROW: Buyer hereby irrevocably assigns to Broker the compensation provided for in this Agreement from Buyer's funds in escrow. Buyer agrees to submit to escrow any funds needed to compensate Broker under this Agreement. Broker may submit this Agreement, as instructions to compensate Broker, to any escrow regarding Property involving Buyer and a seller or other transferor.

F. ACCOUNTING FOR PAYMENTS TO BROKER IF BROKER ALSO REPRESENTS SELLER: If Broker has a signed listing agreement with the seller of the Property to be purchased, Buyer shall not receive a credit for the compensation seller owes broker for representing Seller.

G. PAYMENTS RECEIVED FROM OTHERS LESS THAN BUYER COMPENSATION OBLIGATION:

- (1) Broker and Buyer should discuss whether it would be beneficial to include a term in any offer Buyer makes obligating the seller to pay Broker, directly or through escrow, for some or all of the compensation that Buyer owes Broker.
- (2) If seller does not pay as contractually required, Buyer assigns to Broker, as a third-party beneficiary, any rights Buyer has to pursue the seller for such compensation.

H. DISCLOSURE OF PAYMENTS TO BROKER: Broker, independently or through escrow, will disclose the final compensation Broker receives from anyone other than Buyer.

5. CANCELLATION OF BUYER REPRESENTATION AGREEMENT:

A. Either Buyer or Broker may cancel this Agreement by giving written notice, at any time, to the other within the time specified in **paragraph 2F**.

BRBC REVISED 12/24 (PAGE 2 OF 5)

Buyer's Initials

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Broker/Agent Initials

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BUYER REPRESENTATION AND BROKER COMPENSATION AGREEMENT (BRBC PAGE 2 OF 5)



B. Broker shall still be entitled to compensation if, during the Representation Period or the Continuation Period specified in **paragraph 2E(3)**, Buyer enters into contract to acquire Property for which there was Broker Involvement provided Broker delivers to Buyer a written list of those properties for which there was Broker Involvement. The written list of Broker Involvement properties shall be delivered to Buyer within **5 calendar days** after the effective date of the cancellation. The timing of such payment is subject to the terms of **paragraph 4D**.

C. Buyer is advised to notify any other broker of Broker's rights under this paragraph.

6. AGENCY RELATIONSHIPS:

A. **DISCLOSURE:** Buyer acknowledges receipt of the ☒ "Disclosure Regarding Real Estate Agency Relationship" (C.A.R. Form AD).

B. **POSSIBLE DUAL AGENCY WITH SELLER:** Broker will represent Buyer in any resulting transaction. Broker may act as an agent for both Buyer and a seller. Broker, in writing, shall confirm the agency relationship with only Buyer, or both Buyer and seller, prior to or concurrent with Buyer's execution of a contract to acquire a Property. Buyer acknowledges receipt of a ☒ Possible Representation of More Than One Buyer or Seller – Disclosure and Consent (C.A.R. Form PRBS).

7. PROPERTIES EXCLUDED FROM REPRESENTATION:

A. ADVISORY REGARDING BUYER SIGNING MULTIPLE BUYER REPRESENTATION AGREEMENTS:

- (1) Buyer shall inform Broker in writing if Buyer has signed any other buyer representation agreements, whether exclusive or non-exclusive, with any other Broker for any Property described in **paragraph 2B** and provide a copy of the agreement to Broker.
- (2) Buyer shall disclose to Broker if another broker showed Buyer such Property virtually or in-person, or wrote an offer on, or otherwise acted on Buyer's behalf for, such Property. Buyer may owe compensation to that broker if Buyer purchases such Property.
- (3) If Buyer has signed an exclusive buyer representation agreement with another broker that has not expired or been terminated, Buyer may owe compensation to that broker if Buyer purchases such Property even if that other broker had no involvement with the Property.
- (4) Buyer shall disclose in **paragraph 2D** any Property for which Buyer is obligated to pay another broker.

B. **CONFLICTS WITH OTHER BROKER:** Unless otherwise notified by Buyer, Buyer acknowledges that for the Property identified in **paragraph 2B**, excluding any Property specified in **paragraph 2D** Buyer: (i) has not entered into an exclusive representation agreement with another broker; and (ii) has no obligation, even under a non-exclusive representation agreement, to pay compensation to any other broker arising out of the acquisition of the Property.

C. **LIMITATION ON BROKER REPRESENTATION:** If a property is excluded in **paragraph 2D**, during the time Buyer is obligated to compensate another broker, Broker is not obligated to assist Buyer with respect to that property, and Buyer shall not owe Broker compensation under this Agreement for that property.

8. BROKER AUTHORIZATIONS AND OBLIGATIONS:

A. Broker agrees to exercise reasonable effort and due diligence to achieve the purposes of this Agreement.

B. Broker will assist Buyer by:

- (1) Locating and presenting selected properties to Buyer, presenting offers authorized by Buyer, assisting Buyer in negotiating for acceptance of such offers and, as applicable, terms and conditions following such acceptance, and facilitating the escrow process for such accepted offers;
- (2) As directed by or agreed with Buyer, ordering reports and Investigations, and scheduling and attending meetings and appointments with professionals chosen by Buyer;
- (3) Upon request, providing Buyer with a list of professionals who perform the services described in the attached Buyer's Investigation Advisory, provided Broker has a referral list for such requested services; and
- (4) Upon request, assisting Buyer with the financing process by making referrals to lenders known to Broker, and assisting Buyer in obtaining loan pre-qualification, to the extent Broker can do so without acting as a Mortgage Loan Broker.

C. If the Property contains residential property with one to four dwelling units, Broker will conduct a reasonably competent and diligent, visual inspection of the accessible areas of the one to four Property (excluding any common areas) and disclose to Buyer all facts materially affecting the value or desirability of such Property that are revealed by this inspection.

D. Broker shall deliver or communicate to Buyer any disclosures, materials or information received by, in the personal possession of or personally known to the individual signing for Broker during the Representation Period. Unless otherwise specified in writing, any information provided through Broker, while representing Buyer, has not been and will not be verified by Broker.

E. Broker's services are performed in compliance with federal, state and local anti-discrimination laws.

9. BUYER OBLIGATIONS:

A. **GOOD FAITH:** Buyer agrees: (i) to timely view and consider properties selected by Broker; (ii) negotiate in good faith to acquire a Property; and (iii) Buyer further agrees to act in good faith toward the completion of any contract entered into for a Property.

B. FINANCIAL AND PERSONAL INFORMATION:

- (1) Within the time specified in **paragraph 2G(1)**, Buyer shall provide relevant personal and financial information, including, but not limited to, proof of funds needed to complete the purchase of Property and satisfy the obligation to pay Broker, and a preapproval/prequalification letter, to Broker to assure Buyer's ability to acquire Property. If Buyer fails to provide such information, or if Buyer does not qualify financially to acquire Property, then Broker may cancel this Agreement in writing.

- (2) If the box is checked in **paragraph 2G(2)**, for any Property for which Buyer writes an offer to purchase:
 - (A) Buyer agrees to include a term in Buyer's offer requesting seller to compensate Buyer's Broker; and
 - (B) For a transaction, this Agreement is contingent upon seller, or others, or both, agreeing to pay Broker the full amount that Buyer is contractually obligated to pay Broker. This contingency is in favor of the Broker, and Broker may elect to cancel this Agreement related to representation on that specific property, if the seller does not agree to pay the full amount that Buyer is contractually obligated to pay Broker. Broker shall inform Buyer, seller and listing agent that Buyer is proceeding without representation and that they shall complete a new Agency Confirmation removing Broker as representing Buyer.

C. REASONABLE CARE AND OTHER PROFESSIONAL ASSISTANCE:

- (1) Buyer is obligated, and agrees, to read all documents provided to Buyer.
- (2) Buyer agrees to seek desired assistance from appropriate professionals, selected by Buyer, such as those referenced in the attached Buyer's Investigation Advisory.
- (3) Buyer is advised to read the attached Buyer's Investigation Advisory for a list of items and other concerns that may warrant investigation by Buyer or other professionals.

D. REPORTS/INVESTIGATIONS: Buyer agrees to pay for reports, Investigations and meetings arranged by Broker for Buyer.

E. BUYER MATERIAL ISSUES: For any Property for which Buyer has made an offer or are considering making an offer, Buyer shall notify or update Broker in writing of any material issue to Buyer for that Property such as, but not limited to, Buyer requests for information on, or concerns regarding, any subject of interest or importance to Buyer (C.A.R. Form BMI-SP). If Buyer does not provide such information for a Property for which Buyer makes an offer, that Property shall be deemed to satisfy Buyer's material considerations notwithstanding any preferences and priorities identified in C.A.R. Form BIPP, if one has been completed.

F. INCORRECT, INCOMPLETE OR INACCURATE INFORMATION: Buyer agrees to indemnify, defend and hold Broker harmless from all claims, disputes, litigation, judgments, and costs arising from any incorrect information supplied by Buyer, or from any material issues that Buyer fails to disclose in writing to Broker.

10. ATTORNEY FEES: In any action, proceeding or arbitration between Buyer and Broker arising out of this Agreement, Buyer and Broker are each responsible for paying their own attorney fees and costs, except as otherwise specified in **paragraph 12A**.

11. MANAGEMENT APPROVAL: If an associate-licensee in Broker's office (salesperson or broker-associate) enters into this Agreement on Broker's behalf, Broker or Manager has the right to cancel this Agreement, in writing, within **5 days** after its execution.

12. DISPUTE RESOLUTION:

A. MEDIATION: Buyer and Broker agree to mediate any dispute or claim arising between them under this Agreement, before resorting to arbitration or court action. Mediation fees, if any, shall be divided equally among the parties involved. If, for any dispute or claim to which this paragraph applies, any party **(i)** commences an action without first attempting to resolve the matter through mediation, or **(ii)** before commencement of an action, refuses to mediate after a request has been made, then if that party is the losing party in any such action, the prevailing party shall be entitled to recover attorney's fees from the non-mediating party, notwithstanding the terms in **paragraph 10**. Exclusions from the mediation agreement are specified in **paragraph 12B**.

B. ADDITIONAL MEDIATION TERMS: The following matters are excluded from mediation: **(i)** a judicial or non-judicial foreclosure or other action or proceeding to enforce a deed of trust, mortgage or installment land sale contract as defined in Civil code § 2985; **(ii)** an unlawful detainer action; **(iii)** the filing or enforcement of a mechanic's lien; and **(iv)** any matter that is within the jurisdiction of a probate, small claims or bankruptcy court. The filing of a court action to enable the recording of a notice of pending action for order of attachment, receivership, injunction, or other provisional remedies, shall not constitute a waiver of the mediation provisions, provided the filing party, concurrent with or immediately after such filing, makes a request to the court for a stay of litigation pending any mediation proceeding.

C. ARBITRATION ADVISORY: If Buyer and Broker desire to resolve disputes arising between them through arbitration rather than court, they can document their agreement by attaching and signing an Arbitration Agreement (C.A.R. Form ARB).

13. LEGALLY AUTHORIZED SIGNER: Wherever the signature or initials of the Legally Authorized Signer, identified in the signature block below, appear on this Agreement or any related documents, it shall be deemed to be in a representative capacity for the entity described and not in an individual capacity, unless otherwise indicated. The Legally Authorized Signer **(i)** represents that the entity for which that person is acting already exists and is in good standing to do business in California and **(ii)** shall deliver to Broker, within **3 days** after execution of this Agreement, evidence of authority to act in that capacity (such as but not limited to: applicable portion of the trust or Certification Of Trust (Probate Code § 18100.5), letters testamentary, court order, power of attorney, corporate resolution, or formation documents of the business entity).

14. ENTIRE AGREEMENT: All understandings between the parties are incorporated in this Agreement. Its terms are intended by the parties as a final, complete and exclusive expression of their agreement with respect to its subject matter, and may not be contradicted by evidence of any prior agreement or contemporaneous oral agreement. This Agreement may not be extended, amended, modified, altered or changed, except in writing signed by Buyer and Broker. In the event that any provision of this Agreement is held to be ineffective or invalid, the remaining provisions will nevertheless be given full force and effect. This Agreement and any supplement, addendum or modification, including any photocopy, facsimile, or electronic, may be executed in counterparts.

15. EXCLUSIVE REPRESENTATION: If "Exclusive" is checked in paragraph 2A(2) and initialed by Buyer here:

- A.** This Agreement shall be exclusive. Broker will devote time and resources to assist Buyer in finding and acquiring the Property in the expectation of being paid for Broker's services. **Buyer shall not enter into another representation agreement in conflict with this Agreement.**
- B. COMPENSATION:** Broker is entitled to compensation if Buyer acquires Property during the Representation Period with or without Broker Involvement, even if another broker is also entitled to be paid for representing Buyer.
- C. CANCELLATION:** Either Buyer or Broker may unilaterally cancel this Agreement by giving the other 30 days written notice (or as otherwise specified in **paragraph 2F**). If, within **5 days** after the effective date of the cancellation, Broker provides Buyer a list of properties for which there was Broker Involvement, Broker may still be entitled to compensation if Buyer purchases one of the properties on the list during the Representation Period or the Continuation Period specified in **paragraph 2E(3)**.

Buyer's Initials LP / _____

Buyer acknowledges that Buyer has read, understands, received a copy of and agrees to the terms of this Agreement.

☒ **ENTITY BUYERS:** (Note: If this paragraph is completed, a Representative Capacity Signature Disclosure (C.A.R. Form RCSD) is not required for the Legally Authorized Signers designated below.)

- (1) **Non-Individual (entity) Buyers:** One or more Buyers is a trust, corporation, LLC, probate estate, partnership, holding a power of attorney or other entity.
- (2) **Full entity name:** The following is the full name of the entity (if a trust, enter the complete trust name; if under probate, enter full name of the estate, including case #): City of Dinuba
- (3) **Contractual Identity of Buyer:** For purposes of this Agreement, when the name described below is used, it shall be deemed to be the full entity name.
- (A) If a trust: The trustee(s) of the trust or a simplified trust name (ex. John Doe, co-trustee, Jane Doe, co-trustee or Doe Revocable Family Trust);
- (B) If Property is sold under the jurisdiction of a probate court: The name of the executor or administrator, or a simplified probate name (John Doe, executor, or Estate (or Conservatorship) of John Doe).
- (4) **Legally Authorized Signer:**
- (A) This Agreement is being Signed by a Legally Authorized Signer in a representative capacity and not in an individual capacity. See **paragraph 13** for additional terms.
- (B) The name(s) of the Legally Authorized Signer(s) is/are: Luis Patlan

BUYER SIGNATURE(S):

(Signature) By, Luis Patlan Date: 08/01/2025
Printed name of Buyer: City of Dinuba

☒ Printed Name of Legally Authorized Signer: Luis Patlan Title, if applicable, _____

(Signature) By, _____ Date: _____
Printed name of Buyer: _____

☐ Printed Name of Legally Authorized Signer: _____ Title, if applicable, _____

☐ Additional Signature Addendum attached (C.A.R. Form ASA)

BROKER SIGNATURE(S):

Real Estate Broker (Firm) Harness Realty DRE Lic # 01893543
Address 124 W Tulare St City Dinuba State CA Zip 93618

By (Broker/Agent) Scott Harness Date 08/01/2025
Tel. _____ E-mail scottharness3@gmail.com DRE Lic # 01893543

By (Broker/Agent) _____ Date _____
Tel. _____ E-mail _____ DRE Lic # _____

☐ More than one agent from the same firm represents Buyer. Additional Agent Acknowledgement (C.A.R. Form AAA) attached.

☐ Two Brokers with different companies are representing the Buyer. Co-Buyer Brokers information is on the attached Additional Broker Acknowledgement (C.A.R. Form ABA)

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BRBC REVISED 12/24 (PAGE 5 OF 5)

BUYER REPRESENTATION AND BROKER COMPENSATION AGREEMENT (BRBC PAGE 5 OF 5)

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City of Dinuba





BUYER'S INVESTIGATION ADVISORY (C.A.R. Form BIA, Revised 12/21)

Property Address

1051 E El Monte Way, Dinuba, CA 93618

1. **IMPORTANCE OF PROPERTY INVESTIGATION:** The physical condition of the land and improvements being purchased is not guaranteed by either Seller or Brokers. You have an affirmative duty to exercise reasonable care to protect yourself, including discovery of the legal, practical and technical implications of disclosed facts, and the investigation and verification of information and facts that you know or that are within your diligent attention and observation. A general physical inspection typically does not cover all aspects of the Property nor items affecting the Property that are not physically located on the Property. If the professionals recommend further investigations, including a recommendation by a pest control operator to inspect inaccessible areas of the Property, you should contact qualified experts to conduct such additional investigations.
2. **BROKER OBLIGATIONS:** Brokers do not have expertise in all areas and therefore cannot advise you on many items, such as those listed below. If Broker gives you referrals to professionals, Broker does not guarantee their performance.
3. **YOU ARE STRONGLY ADVISED TO INVESTIGATE THE CONDITION AND SUITABILITY OF ALL ASPECTS OF THE PROPERTY, INCLUDING BUT NOT LIMITED TO THE FOLLOWING. IF YOU DO NOT DO SO, YOU ARE ACTING AGAINST THE ADVICE OF BROKERS.**
 - A. **GENERAL CONDITION OF THE PROPERTY, ITS SYSTEMS AND COMPONENTS:** Foundation, roof (condition, age, leaks, useful life), plumbing, heating, air conditioning, electrical, mechanical, security, pool/spa (cracks, leaks, operation), other structural and non-structural systems and components, fixtures, built-in appliances, any personal property included in the sale, and energy efficiency of the Property.
 - B. **SQUARE FOOTAGE, AGE, BOUNDARIES:** Square footage, room dimensions, lot size, age of improvements and boundaries. Any numerical statements regarding these items are APPROXIMATIONS ONLY and have not been verified by Seller and cannot be verified by Brokers. Fences, hedges, walls, retaining walls and other barriers or markers do not necessarily identify true Property boundaries.
 - C. **WOOD DESTROYING PESTS:** Presence of, or conditions likely to lead to the presence of wood destroying pests and organisms.
 - D. **SOIL STABILITY:** Existence of fill or compacted soil, expansive or contracting soil, susceptibility to slippage, settling or movement, and the adequacy of drainage.
 - E. **WATER AND UTILITIES; WELL SYSTEMS AND COMPONENTS; WASTE DISPOSAL:** Water and utility availability, use restrictions and costs. Water quality, adequacy, condition, and performance of well systems and components. The type, size, adequacy, capacity and condition of sewer and septic systems and components, connection to sewer, and applicable fees.
 - F. **ENVIRONMENTAL HAZARDS:** Potential environmental hazards, including, but not limited to, asbestos, lead-based paint and other lead contamination, radon, methane, other gases, fuel oil or chemical storage tanks, contaminated soil or water, hazardous waste, waste disposal sites, electromagnetic fields, nuclear sources, and other substances, materials, products, or conditions (including mold (airborne, toxic or otherwise), fungus or similar contaminants).
 - G. **EARTHQUAKES AND FLOODING:** Susceptibility of the Property to earthquake/seismic hazards and propensity of the Property to flood.
 - H. **FIRE, HAZARD, AND OTHER INSURANCE:** The availability and cost of necessary or desired insurance may vary. The location of the Property in a seismic, flood or fire hazard zone, and other conditions, such as the age of the Property and the claims history of the Property and Buyer, may affect the availability and need for certain types of insurance. Buyer should explore insurance options early as this information may affect other decisions, including the removal of loan and inspection contingencies.
 - I. **BUILDING PERMITS, ZONING, GOVERNMENTAL REQUIREMENTS, AND ADDRESS:** Permits, inspections, certificates, zoning, other governmental limitations, restrictions, and requirements affecting the current or future use of the Property, its development or size. Postal/mailling address and zip code may not accurately reflect the city which has jurisdiction over the property.
 - J. **RENTAL PROPERTY RESTRICTIONS:** The State, some counties, and some cities impose restrictions that limit the amount of rent that can be charged, the maximum number of occupants, and the right of a landlord to terminate a tenancy. Deadbolt or other locks and security systems for doors and windows, including window bars, should be examined to determine whether they satisfy legal requirements.
 - K. **SECURITY AND SAFETY:** State and local Law may require the installation of barriers, access alarms, self-latching mechanisms and/or other measures to decrease the risk to children and other persons of existing swimming pools and hot tubs, as well as various fire safety and other measures concerning other features of the Property.

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Scott Harness

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City of Dinuba

L. NEIGHBORHOOD, AREA, SUBDIVISION CONDITIONS; PERSONAL FACTORS: Neighborhood or area conditions, including schools, law enforcement, crime statistics, registered felons or offenders, fire protection, other government services, availability, adequacy and cost of internet connections or other technology services and installations, commercial, industrial or agricultural activities, existing and proposed transportation, construction and development that may affect noise, view, or traffic, airport noise, noise or odor from any source, wild and domestic animals, other nuisances, hazards, or circumstances, protected species, wetland properties, botanical diseases, historic or other governmentally protected sites or improvements, cemeteries, facilities and condition of common areas of common interest subdivisions, and possible lack of compliance with any governing documents or Homeowners' Association requirements, conditions and influences of significance to certain cultures and/or religions, and personal needs, requirements and preferences of Buyer.

By signing below, Buyers acknowledge that they have read, understand, accept and have received a Copy of this Advisory. Buyers are encouraged to read it carefully.

Buyer  Luis Patlan **City of Dinuba** Date 08/01/2025
 Buyer _____ Date _____

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BUYER'S INVESTIGATION ADVISORY (BIA PAGE 2 OF 2)

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City of Dinuba



BROKER COMPENSATION ADVISORY

(C.A.R. Form BCA, 7/24)

1. WHEN SELLERS LIST THEIR PROPERTY FOR SALE THROUGH A REAL ESTATE BROKER THEY AGREE TO PAY THE SELLER'S BROKER WHEN ESCROW CLOSES.

- A. LISTING AGREEMENT COMPENSATION IS FULLY NEGOTIABLE:** When a seller enters into a listing agreement with a broker, the seller authorizes the broker to find a buyer for the seller's property and agrees to pay the seller's broker if a buyer is found who purchases the property. Compensation amounts are not fixed by law and are fully negotiable between the seller and the seller's broker. When negotiating compensation, the parties may discuss factors such as the broker's expertise and experience, the type of broker services to be performed, and the broker's time and expenses, among other considerations.
- B. OPTIONAL ADDITIONAL COMPENSATION IF BUYER IS UNREPRESENTED:** A listing agreement may include optional additional compensation amounts owed to the seller's broker for situations where the broker takes on additional responsibilities or workload. Sometimes a buyer may not be working with nor want to be represented by a real estate broker. When that happens, the seller's broker is not required to represent the buyer, and the seller and seller's broker may decide that they do not want to create such a relationship. In those situations, the seller's broker is advised to use a Buyer Non-Agency (C.A.R. Form BNA) to inform the buyer that the seller's broker will be acting on behalf of the seller only, and not act as the buyer's agent, throughout the transaction. However, because the buyer is unrepresented, the seller's agent will inevitably have to do more work to facilitate the transaction. A seller may agree to compensate their broker for the additional work in such cases.
- C. BROKER MAY REPRESENT BOTH BUYER AND SELLER; DUAL AGENCY:** California law allows a brokerage company to represent both seller and buyer in a real estate transaction. At the time the agent, on behalf of a brokerage, obtains the signature of a seller on a listing agreement, the agent will not, in most cases, know who the eventual buyer will be for a seller's property. Similarly, at the time an agent, on behalf of a brokerage, obtains the signature of a buyer on a buyer representation agreement, the agent will not, in most cases, know who the eventual seller will be for a property the buyer wants to buy. Because many individual licensees may work through one brokerage company, and some individual licensees work with many buyers and sellers, there is a possibility that the same brokerage company will represent both buyer and seller in a transaction. If licensees working through broker represent both seller and buyer, broker is allowed to receive compensation from each, provided the seller and buyer are advised of the relationship and the total amount of compensation the broker will receive.

2. BROKER AGREEMENTS WITH BUYERS:

- A. BUYER REPRESENTATION COMPENSATION IS FULLY NEGOTIABLE:** When a buyer enters into a representation agreement with a broker, the buyer authorizes the broker to locate properties for the buyer to buy and agrees to pay the buyer's broker if a transaction is completed. Compensation amounts are not fixed by law and are fully negotiable. When negotiating compensation, the parties may discuss factors such as the broker's expertise and experience, the type of broker services to be performed, and the broker's time and expenses, among other considerations.
- B. REQUIREMENT FOR WRITTEN AGREEMENTS:** Pursuant to a nationwide class action settlement reached by the National Association of REALTORS® (NAR), participants in Multiple Listing Services are required to have a written agreement with a buyer prior to showing a buyer a residential property or giving a buyer a tour of such a property. The agreement must identify the amount of compensation to be paid to the broker for services provided and require that the broker cannot receive any compensation in excess of the amount specified in the agreement. Pursuant to legislation expected to become law in California on January 1, 2025, all licensees showing a buyer any type of property will be required to have a written agreement with that buyer prior to the showing.



C. ADVANTAGES OF WRITTEN AGREEMENTS: Buyers and their brokers benefit when the terms of their relationship and respective duties are in writing. A written agreement establishes clear, mutual expectations and helps avoid misunderstandings over the buyer and broker's duties and the amount of compensation the buyer's agent is to be paid.

3. WHEN ENLISTING A REAL ESTATE BROKER TO REPRESENT THEM, BUYERS AGREE TO PAY THE BUYER'S BROKER WHEN ESCROW CLOSES, BUT THE PERSON RESPONSIBLE FOR PAYMENT MAY BE NEGOTIATED IN THE TRANSACTION:

A. BUYER PAYS THE COMPENSATION PURSUANT TO A BUYER REPRESENTATION AGREEMENT:

A buyer's broker may negotiate the amount of compensation directly with the Buyer and then document that agreement in a buyer representation agreement (C.A.R. Form BRBC or PSRA). The buyer then becomes contractually obligated to pay the broker by providing funds to escrow prior to the closing of a transaction.

B. SELLER PAYS THE COMPENSATION:

(1) **Buyer negotiates for Seller to Compensate Buyer's Broker:** A buyer may make a conditional offer to the seller by including a term in the purchase offer asking the seller to pay the buyer's broker if the buyer has already agreed to pay their own broker pursuant to a buyer representation agreement. If such a term is included in the purchase offer, the request will become one term among many that a seller may accept, reject, or negotiate by way of a counter offer. The possibility of asking the seller to pay the buyer's contractual compensation obligation option should be discussed when creating a buyer representation agreement and prior to an offer being made.

(2) **Buyer's Agent negotiates an agreement directly with Seller:** If a seller is unrepresented or does not have an exclusive agency relationship with another broker, a buyer's broker may approach that seller asking the seller to sign an agreement (C.A.R. Form SP, Single Party Compensation Agreement) to pay the buyer's broker. In this situation, the seller agrees to pay the buyer's broker compensation without necessarily creating an agency relationship with the broker. When that happens, the buyer's broker is advised to use a Seller Non-Agency (C.A.R. Form SNA) to inform the seller that the buyer's broker will be acting on behalf of the buyer only, and not act as the seller's agent, throughout the transaction. However, because the seller is unrepresented, the buyer's agent will inevitably have to do more work to facilitate the transaction, which may be factored into the negotiation of the single party compensation agreement.

C. CHANGING PRACTICE RELATED TO A SELLER'S BROKER'S OFFER OF COMPENSATION:

Historically, in California, many seller's brokers used a Multiple Listing Service (MLS) to make a unilateral offer to compensate a buyer's broker who procured a buyer for the seller's property. However, the nationwide NAR settlement prohibits the seller's broker from using an MLS to make such an offer of compensation. The California Association REALTORS® (C.A.R.) listing agreement forms no longer provide for such offers of cooperating broker compensation nor does C.A.R. include other forms in its library of forms that might facilitate such offers. Buyers and sellers must separately negotiate compensation with their respective brokers, as specified above.

By signing below, Seller or Buyer acknowledges that they have read, understand, and have received a Copy of this Broker Compensation Advisory. Seller or Buyer acknowledges they have been advised of their various options regarding compensation to be paid to real estate brokers and that any written agreement they have signed with a seller's or buyer's broker reflects a mutual understanding.

Seller/Buyer  **City of Dinuba** Date 08/01/2025

Seller/Buyer _____ Date _____

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BROKER COMPENSATION ADVISORY (BCA PAGE 2 OF 2)

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City of Dinuba



POSSIBLE REPRESENTATION OF MORE THAN ONE BUYER OR SELLER - DISCLOSURE AND CONSENT

(C.A.R. Form PRBS, Revised 12/21)

A real estate broker (Broker), whether a corporation, partnership or sole proprietorship, may represent more than one buyer or seller. This multiple representation can occur through an individual licensed as a broker or salesperson or through different individual broker's or salespersons (associate licensees) acting under the Broker's license. The associate licensees may be working out of the same or different office locations.

Multiple Buyers: Broker (individually or through its associate licensees) may be working with many prospective buyers at the same time. These prospective buyers may have an interest in, and make offers on, the same properties. Some of these properties may be listed with Broker and some may not. Broker will not limit or restrict any particular buyer from making an offer on any particular property whether or not Broker represents other buyers interested in the same property.

Multiple Sellers: Broker (individually or through its associate licensees) may have listings on many properties at the same time. As a result, Broker will attempt to find buyers for each of those listed properties. Some listed properties may appeal to the same prospective buyers. Some properties may attract more prospective buyers than others. Some of these prospective buyers may be represented by Broker and some may not. Broker will market all listed properties to all prospective buyers whether or not Broker has another or other listed properties that may appeal to the same prospective buyers.

Dual Agency: If Seller is represented by Broker, Seller acknowledges that broker may represent prospective buyers of Seller's property and consents to Broker acting as a dual agent for both seller and buyer in that transaction. If Buyer is represented by Broker, buyer acknowledges that Broker may represent sellers of property that Buyer is interested in acquiring and consents to Broker acting as a dual agent for both buyer and seller with regard to that property.

In the event of dual agency, seller and buyer agree that: a dual agent may not, without the express permission of the respective party, disclose to the other party confidential information, including, but not limited to, facts relating to either the buyer's or seller's financial position, motivations, bargaining position, or other personal information that may impact price, including the seller's willingness to accept a price less than the listing price or the buyer's willingness to pay a price greater than the price offered; and except as set forth above, a dual agent is obligated to disclose known facts materially affecting the value or desirability of the Property to both parties.

Offers not necessarily confidential: Buyer is advised that seller or listing agent may disclose the existence, terms, or conditions of buyer's offer unless all parties and their agent have signed a written confidentiality agreement. Whether any such information is actually disclosed depends on many factors, such as current market conditions, the prevailing practice in the real estate community, the listing agent's marketing strategy and the instructions of the seller.

Buyer and seller understand that Broker may represent more than one buyer or more than one seller and even both buyer and seller on the same transaction and consents to such relationships.

Seller and/or Buyer acknowledges reading and understanding this Possible Representation of More Than One Buyer or Seller - Disclosure and Consent and agrees to the agency possibilities disclosed.

Seller _____ **Raul Angulo** Date _____
 Seller _____ Date _____
 Buyer Luis Patlan **City of Dinuba** Date 08/01/2025
 Buyer _____ Date _____
 Buyer's Brokerage Firm **Harness Realty** DRE Lic # **01893543**
 By Scott Harness DRE Lic # **01893543** Date 08/01/2025
Scott Harness
 Seller's Brokerage Firm _____ DRE Lic # _____
 By _____ DRE Lic # _____ Date _____

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POSSIBLE REPRESENTATION OF MORE THAN ONE BUYER OR SELLER (PRBS PAGE 1 OF 1)

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 Scott Harness

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City of Dinuba



CALIFORNIA
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CALIFORNIA CONSUMER PRIVACY ACT ADVISORY, DISCLOSURE AND NOTICE (C.A.R. Form CCPA, Revised 12/22)

The California Consumer Privacy Act (commencing with Civil Code § 1798.100) ("CCPA"), as amended by California voters in 2020, grants to California residents certain rights in their private, personal information ("PI") that is collected by companies with whom they do business. Under the CCPA, PI is defined broadly to encompass non-public records information that could reasonably be linked directly or indirectly to you. PI could potentially include photographs of, or sales information about, your property.

During the process of buying and selling real estate your PI will be collected and likely shared with others, including real estate licensees, a Multiple Listing Service, real estate internet websites, service providers, lenders, and title and escrow companies, to name several possibilities. Businesses that are covered by the CCPA are required to grant you various rights in your PI, including the right to know what PI is collected, the right to know what PI is sold or shared and to whom, the right to request that the business correct or delete your PI, the right to "opt out" or stop the transfer of your PI to others, and the right to limit the use of certain PI which is considered "sensitive." You may get one or more notices regarding your CCPA rights from businesses you interact with in a real estate transaction. However, not all businesses that receive or share your PI are obligated to comply with the CCPA. Moreover, businesses that are otherwise covered under the CCPA may have a legal obligation to maintain PI, notwithstanding your instruction to the contrary. For instance, regardless of whether they are covered by CCPA, under California law, brokers and Multiple Listing Services are required to maintain their records for 3 years. If you wish to exercise your rights under CCPA, where applicable, you should contact the respective business directly.

You can obtain more information about the CCPA and your rights under the law from the State of California Department of Justice (oag.ca.gov/privacy/ccpa). Additionally, the California Privacy Protection Agency is authorized to promulgate regulations which may further clarify requirements of the CCPA (cppa.ca.gov/regulations/).

I/we acknowledge receipt of a copy of this California Consumer Privacy Act Advisory, Disclosure and Notice.

Buyer/Seller/Landlord/Tenant *Luis Patlan* Date 08/01/2025
City of Dinuba

Buyer/Seller/Landlord/Tenant _____ Date _____

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CALIFORNIA CONSUMER PRIVACY ACT ADVISORY (CCPA PAGE 1 OF 1)

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City of Dinuba



ADDENDUM No. **ONE**

(C.A.R. Form ADM, Revised 6/25)

The following terms and conditions are hereby incorporated in and made a part of the Purchase agreement, OR ☐ Residential Lease or Month-to-Month Rental Agreement, ☐ Other _____, dated July 31, 2025, on property known as 1051 E El Monte Way

Dinuba, CA 93618 ("Property/Premises"),

between City of Dinuba ("Buyer/Tenant")

and Raul Angulo ("Seller/Housing Provider").

The term "Housing Provider" also includes Landlord or Rental Property Owner. Buyer/Tenant and Seller/Housing Provider are referred to as the "Parties."

FORM USE NOTES: This form is intended to be used in Buyer-Seller or Tenant-Housing Provider transactions. For all other situations requiring an addendum, use an Addendum - Generic (C.A.R. form ADM-GEN).

- A change or addition to a previously provided Seller Property Questionnaire (SPQ), Real Estate Transfer Disclosure Statement (TDS), or other disclosure, may be made on an Amendment to Prior Disclosure (C.A.R. Form APD), and it may give the Buyer a right to rescind.
- To change the terms of already executed agreement, use the Amendment to Existing Agreement (C.A.R. form AEA).

Broker / Agent is representing Buyers side (City of Dinuba) only in this transaction.

By signing below, Buyer and Seller acknowledge that each has received a copy of this Addendum, and each has read, understands, and agrees to its terms.

Buyer/Tenant Luis Patlan City of Dinuba Date 08/01/2025

Buyer/Tenant _____ Date _____

Seller/Housing Provider Raul Angulo Raul Angulo Date 08/05/25

Seller/Housing Provider _____ Date _____

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ADDENDUM (ADM PAGE 1 OF 1)

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City of Dinuba



City Council Staff Report

Department: FIRE SERVICES

August 12, 2025

To: Mayor and City Council

From: Greg Chastain, Fire Chief

By: Joanne Bear, Battalion Chief

Subject: Resolution No. 2025-44 Acknowledging Acceptance of a report on the Dinuba Fire Department's compliance with SB 1205 and California Health and Safety Code Section 13146.4 (GC)

RECOMMENDATION:

Council to adopt Resolution No. 2025-44 accepting the Annual Fire Inspection Compliance Report for Fiscal Year 2024/2025 and confirming the City's compliance with the California Health and Safety Code pursuant to Senate Bill 1205.

EXECUTIVE SUMMARY:

California Senate Bill 1205 (SB 1205) requires fire departments to perform and report annual mandated inspections, including educational facilities, daycare centers, apartments, hotels, motels, and certain residential care facilities. These requirements are set forth in California Health and Safety Code Sections 13146.2, and 13146.3. The governing body must receive and formally acknowledge this report through Council action to maintain compliance with state law.

OUTSTANDING ISSUES:

None.

DISCUSSION:

On September 27, 2018, California Senate Bill 1205 (SB1205) became effective, and added a new section to the California Health and Safety Code which affects every fire department or fire district in the State. Existing state law requires every fire department or district providing fire protection services to inspect every building used as a public or private school annually. This same annual inspection requirement is applicable to hotels, motels, lodging houses, and apartment houses.

Annually, the Dinuba Fire Department is required to conduct inspections of all public and private schools, hotels, motels, lodging houses, and apartment/condominium buildings, in accordance with California Health and Safety Code Section 13146.2 and

13146.3. The purpose of annual fire inspections is to mitigate known hazards, reduce risk to the community and ensure reasonable compliance with the California Fire Code.

The Fire Department is responsible for inspecting the following Occupancies:

- **Educational Facilities (as defined in Section 13146.3)**
- **R-1 and R-2 Residential Occupancies (hotels, motels, apartments, etc. as defined in Section 13146.2)**

For Fiscal Year 2024/2025, the following inspections were conducted:

Occupancy Type	Total Required	Completed	Percentage Completed
Educational Facilities	15	15	100%
Residential Facilities (R-1/R-2)	64	62	97%

The remaining two residential inspections have been scheduled to ensure compliance.

The acceptance of this compliance report and the recommended Resolution fulfill the statutory requirements contained in California Health and Safety Code Section 13146.2, 13146.3 and 13146.4, as amended by SB1205.

FISCAL IMPACT:

None.

PUBLIC HEARING:

ATTACHMENTS:

1. RESOLUTION NO. 2025-44

RESOLUTION 2025-44

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF DINUBA ACKNOWLEDGING RECEIPT OF THE FIRE CHIEF'S ANNUAL REPORT REGARDING THE DINUBA FIRE DEPARTMENT'S INSPECTION OF SPECIFIC BUILDINGS AND OCCUPANCIES PURSUANT TO SECTIONS 13146.2 AND 13146.3 OF THE CALIFORNIA HEALTH AND SAFETY CODE

WHEREAS, California Health & Safety Code Section 13146.4 became effective on January 1, 2019 and requires that an annual report of fire inspections conducted by the Fire Department be presented to the City Council for acknowledgement; and

WHEREAS, California Health & Safety Code Sections 13146.2 and 13146.3 require all fire departments, including the Dinuba Fire Department, that provide fire protection services, to perform annual inspections in every building used as a public or private school, hotel, motel, lodging house, apartment house, and certain residential care facilities for compliance with building standards, as provided; and

WHEREAS, California Health & Safety Code Section 13146.2 requires all fire departments, including the Dinuba Fire Department, that provide fire protection services, to report annually to its administering authority on its compliance with Sections 13146.2 and 13146.3; and,

WHEREAS, the City Council of the City of Dinuba intends this Resolution to fulfill the requirements of California Health & Safety Code regarding acknowledgment of the Dinuba Fire Department's compliance with California Health & Safety Code Sections 13146.2 and 13146.3.

NOW, THEREFORE, BE IT RESOLVED that the City Council of Dinuba

SECTION I. REPORT RECEIVED:

That the City Council of the City of Dinuba acknowledges receipt of the Fire Department's annual inspections report for Fiscal Year 2024-2025 and recognizes the measure of compliance achieved by the Dinuba Fire Department with California Health & Safety Code Sections 13146.2 and 13146.3 in the area encompassed by the City of Dinuba, as follows:

A. EDUCATIONAL GROUP E OCCUPANCIES:

Educational Group E occupancies are generally those public and private schools, used by more than six persons at any one time for educational purposes through the 12th grade. Within the City of Dinuba, there were 15 Group E occupancies, buildings, structures and/or facilities identified.

During 2024-2025, the Dinuba Fire Department completed 15 annual inspections of Group E occupancies, buildings, structures and/or facilities. This reflects a compliance rate of 100% for this reporting period.

B. RESIDENTIAL GROUP R OCCUPANCIES:

Residential Group R occupancies, for the purposes of this resolution, are generally those occupancies containing sleeping units, and include hotels, motels, apartments (three units or more), etc. as well as other residential occupancies (including several residential care facilities). These residential care facilities have numerous subclassifications, and they may contain residents or clients that have a range of needs, including those related to custodial care, mobility impairments, cognitive disabilities, etc. The residents may also be non- ambulatory or bedridden. Within the City of Dinuba, there were 64 Group R (and their associated subcategories) occupancies of this nature.

During 2024-2025, the Dinuba Fire Department completed 62 annual inspections of Group R occupancies, buildings, structures and/or facilities. This reflects a compliance rate of 97% for this reporting period.

IN WITNESS THEREOF, I, Rachel Nerio-Guerrero, Mayor of the City of Dinuba have hereunto set my hand and caused the great seal of the City of Dinuba to be affixed, on this ____ day of _____ two-thousand-twenty-five.

PASSED AND ADOPTED this ____ day of _____, 20____ by the following vote:

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

Mayor

ATTEST:

City Clerk



City Council Staff Report

Department: CITY MANAGER'S OFFICE

August 12, 2025

To: Mayor and City Council
From: Karina Solis, Administrative Services Director
By: Lupe Montejano, Billing & Collections Supervisor
Subject: Warrant Register July 11, 18, 25, August 1 & 8, 2025 (KS)

RECOMMENDATION:

Council to review and approve the Warrant Register as presented.

EXECUTIVE SUMMARY:

None.

OUTSTANDING ISSUES:

None.

DISCUSSION:

None.

FISCAL IMPACT:

None.

PUBLIC HEARING:

None required.

ATTACHMENTS:

1. WR 7.11.25
2. WR 7.18.25
3. WR 7.25.25
4. WR 8.1.25
5. WR 8.8.25



Accounts Payable Invoice Report

G/L Date Range 07/06/25 - 07/11/25

Report By Vendor - Invoice

Summary Listing

Invoice Number	Invoice Description	Status	Held Reason	Invoice Date	Due Date	G/L Date	Received Date	Payment Date	Invoice Net Amount
Vendor 385 - 4 Creeks, Inc.									
4C007004	FY 24/25 Los Prados Phase 2	Paid by Check #53024		12/20/2024	07/11/2025	07/11/2025		07/11/2025	8,978.00
4C007748	FY 24/25 4 Creeks Dinuba Lot Creation	Paid by Check #53024		02/20/2025	07/11/2025	07/11/2025		07/11/2025	2,984.50
4C007758	FY 24/25 Los Prados Phase 2	Paid by Check #53024		02/21/2025	07/11/2025	07/11/2025		07/11/2025	5,550.50
4C008431	FY 24/25 4 Creeks Rose Ann Vuich	Paid by Check #53024		03/28/2025	07/11/2025	07/11/2025		07/11/2025	797.50
4C008442	FY 24/25 4 Creeks Dinuba General Engineering Services	Paid by Check #53024		03/28/2025	07/11/2025	07/11/2025		07/11/2025	24,202.63
4C008447	FY 24/25 Los Prados Phase 2	Paid by Check #53024		03/28/2025	07/11/2025	07/11/2025		07/11/2025	3,344.00
4C008796	FY 24/25 4 Creeks Parcel Map 1321 Olive Way	Paid by Check #53024		04/15/2025	07/11/2025	07/11/2025		07/11/2025	215.00
4C008798	FY 24/25 Los Prados Phase 2	Paid by Check #53024		04/15/2025	07/11/2025	07/11/2025		07/11/2025	4,735.00
4C008813	FY 24/25 4 Creeks SS4A Vision Zero Action plan	Paid by Check #53024		04/15/2025	07/11/2025	07/11/2025		07/11/2025	14,742.52
4C008949	FY 24/25 Dinuba General Engineering Services	Paid by Check #53024		05/15/2025	07/11/2025	07/11/2025		07/11/2025	42,971.00
4C008957	FY 24/25 4 Creeks Parcel Map 1321 Olive Way	Paid by Check #53024		05/15/2025	07/11/2025	07/11/2025		07/11/2025	290.00
4C009627	FY 24/25 4 Creeks Kamm, College, El Monte 2024 Corridor Impv	Paid by Check #53024		06/15/2025	07/11/2025	07/11/2025		07/11/2025	12,041.44
4C009664	FY 24/25 4 Creeks Flood Mitigation Project Cal OES	Paid by Check #53024		06/15/2025	07/11/2025	07/11/2025		07/11/2025	23,079.33
4C009671	FY 24/25 4 creeks Entertainment Plaza Clean California	Paid by Check #53024		06/15/2025	07/11/2025	07/11/2025		07/11/2025	25,350.96
4C009735	FY 24/25 Euclid Water Main Improv Desing	Paid by Check #53024		06/15/2025	07/11/2025	07/11/2025		07/11/2025	1,430.00
4C009736	FY 24/25 4 Creeks Northway Water Main Improv Design	Paid by Check #53024		06/15/2025	07/11/2025	07/11/2025		07/11/2025	1,705.00
4C009740	FY 24/25 Dinuba Encroachment permits	Paid by Check #53024		06/15/2025	07/11/2025	07/11/2025		07/11/2025	3,304.50
4C009741	FY 24/25 4 Creeks Dinuba General Engineering Services	Paid by Check #53024		06/15/2025	07/11/2025	07/11/2025		07/11/2025	27,838.89
4C009743	FY 24/25 4 Creeks El Monte & Perry Roundabout	Paid by Check #53024		06/15/2025	07/11/2025	07/11/2025		07/11/2025	2,297.50
4C009745	FY 24/25 4 Creeks Water Master Plan	Paid by Check #53024		06/15/2025	07/11/2025	07/11/2025		07/11/2025	33,816.54
4C009747	FY 24/25 4 Creeks 412/72 Subdivision Empire Estates	Paid by Check #53024		06/15/2025	07/11/2025	07/11/2025		07/11/2025	7,832.50
4C009748	FY 24/25 4 Creeks Rose Ann Vuich	Paid by Check #53024		06/15/2025	07/11/2025	07/11/2025		07/11/2025	1,885.00
4C009752	FY 24/25 4 Creeks El Monte/Road 56 Roundabout	Paid by Check #53024		06/15/2025	07/11/2025	07/11/2025		07/11/2025	984.38
4C009755	FY 24/25 4 Creeks SS4A Vision Zero Action plan	Paid by Check #53024		06/15/2025	07/11/2025	07/11/2025		07/11/2025	79,958.40



Accounts Payable Invoice Report

G/L Date Range 07/06/25 - 07/11/25

Report By Vendor - Invoice

Summary Listing

Invoice Number	Invoice Description	Status	Held Reason	Invoice Date	Due Date	G/L Date	Received Date	Payment Date	Invoice Net Amount
			Vendor 385 - 4 Creeks, Inc. Totals			Invoices	24		\$330,335.09
Vendor 1143 - AAA Quality Services, Inc.									
00358205	FY2025-Parks-Portable restroom srvcs. 6/29/25-7/26/25-Nebraska	Paid by Check #53025		06/28/2025	07/11/2025	07/11/2025	07/02/2025	07/11/2025	497.70
00358206	FY2025-Parks-Portable restroom srvcs. 6/29/25-7/26/25- Centennial	Paid by Check #53025		06/28/2025	07/11/2025	07/11/2025	07/02/2025	07/11/2025	497.70
00358207	FY2025-Parks-Portable restroom srvcs. 6/29/25-7/26/25-Vuich Park	Paid by Check #53025		06/28/2025	07/11/2025	07/11/2025	07/02/2025	07/11/2025	130.20
			Vendor 1143 - AAA Quality Services, Inc. Totals			Invoices	3		\$1,125.60
Vendor 479 - Able Industries, Inc.									
6250021	ABLE DEWEED AND REMOVAL	Paid by Check #53026		06/30/2025	07/11/2025	07/11/2025		07/11/2025	2,520.00
			Vendor 479 - Able Industries, Inc. Totals			Invoices	1		\$2,520.00
Vendor 1807 - AM Consulting Engineers, INC									
2025-174	Am Consulting- 2019,20,21, 22 Water Audit FY24/25	Paid by Check #53027		07/01/2025	07/11/2025	07/07/2025		07/11/2025	4,500.00
			Vendor 1807 - AM Consulting Engineers, INC Totals			Invoices	1		\$4,500.00
Vendor 17 - AT&T									
250127196107/25	405 E El Monte Way 07/01/25- 07/31/25	Paid by Check #53028		07/01/2025	07/11/2025	07/11/2025		07/11/2025	70.77
			Vendor 17 - AT&T Totals			Invoices	1		\$70.77
Vendor 65 - Banner Pest Control									
221659	PD - Removal of Pigeons Downtown	Paid by Check #53029		06/04/2025	07/11/2025	07/11/2025		07/11/2025	75.00
221944	PD - Removal of Pigeons Downtown	Paid by Check #53029		06/19/2025	07/11/2025	07/11/2025		07/11/2025	75.00
			Vendor 65 - Banner Pest Control Totals			Invoices	2		\$150.00
Vendor 822 - Boundtree Medical LLC									
85825644	Supplies	Paid by Check #53030		06/30/2025	07/11/2025	07/11/2025		07/11/2025	1,428.08
85831133	Supplies	Paid by Check #53030		07/03/2025	07/11/2025	07/11/2025		07/11/2025	1,154.76
			Vendor 822 - Boundtree Medical LLC Totals			Invoices	2		\$2,582.84
Vendor 305 - Cartozian Air Conditioning and Heating Inc.									
20545	FY2025-Parks-KC Park-A/C unit motor repair/maintenance	Paid by Check #53031		06/04/2025	07/11/2025	07/11/2025	07/01/2025	07/11/2025	1,678.13
			Vendor 305 - Cartozian Air Conditioning and Heating Inc. Totals			Invoices	1		\$1,678.13
Vendor 2216 - Manuel Castillo									
INV-20250702-001	FY25/26-Fund191-Special Events- Transport srvcs...-July 3rd event	Paid by Check #53032		07/02/2025	07/11/2025	07/11/2025	07/02/2025	07/11/2025	300.00
			Vendor 2216 - Manuel Castillo Totals			Invoices	1		\$300.00
Vendor 333 - Cintas Corporation No. 2									
9323662847	Contractual	Paid by Check #53033		06/02/2025	07/11/2025	07/11/2025		07/11/2025	192.01
4232725879	Contractual	Paid by Check #53033		06/04/2025	07/11/2025	07/11/2025		07/11/2025	52.77
4232725917	Contractual	Paid by Check #53033		06/04/2025	07/11/2025	07/11/2025		07/11/2025	391.39



Accounts Payable Invoice Report

G/L Date Range 07/06/25 - 07/11/25

Report By Vendor - Invoice

Summary Listing

Invoice Number	Invoice Description	Status	Held Reason	Invoice Date	Due Date	G/L Date	Received Date	Payment Date	Invoice Net Amount
4232726084	Contractual	Paid by Check #53033		06/04/2025	07/11/2025	07/11/2025		07/11/2025	208.17
4232726237	Contractual	Paid by Check #53033		06/04/2025	07/11/2025	07/11/2025		07/11/2025	315.55
1905711994	Contractual	Paid by Check #53033		06/05/2025	07/11/2025	07/11/2025		07/11/2025	318.73
4232856720	Contractual	Paid by Check #53033		06/05/2025	07/11/2025	07/11/2025		07/11/2025	146.31
4232856755	Contractual	Paid by Check #53033		06/05/2025	07/11/2025	07/11/2025		07/11/2025	272.06
4232857167	Contractual	Paid by Check #53033		06/05/2025	07/11/2025	07/11/2025		07/11/2025	801.97
9324313556	Contractual	Paid by Check #53033		06/05/2025	07/11/2025	07/11/2025		07/11/2025	323.26
4233413507	Contractual	Paid by Check #53033		06/11/2025	07/11/2025	07/11/2025		07/11/2025	352.31
4233413511	Contractual	Paid by Check #53033		06/11/2025	07/11/2025	07/11/2025		07/11/2025	246.60
4233413528	Contractual	Paid by Check #53033		06/11/2025	07/11/2025	07/11/2025		07/11/2025	236.13
4233413534	Contractual	Paid by Check #53033		06/11/2025	07/11/2025	07/11/2025		07/11/2025	40.34
4233413582	Contractual	Paid by Check #53033		06/11/2025	07/11/2025	07/11/2025		07/11/2025	197.38
4233413716	Contractual	Paid by Check #53033		06/11/2025	07/11/2025	07/11/2025		07/11/2025	276.03
4233555619	Contractual	Paid by Check #53033		06/12/2025	07/11/2025	07/11/2025		07/11/2025	150.93
4233555686	Contractual	Paid by Check #53033		06/12/2025	07/11/2025	07/11/2025		07/11/2025	272.06
4233557009	Contractual	Paid by Check #53033		06/12/2025	07/11/2025	07/11/2025		07/11/2025	885.44
4234139744	Contractual	Paid by Check #53033		06/18/2025	07/11/2025	07/11/2025		07/11/2025	52.77
4234139751	Contractual	Paid by Check #53033		06/18/2025	07/11/2025	07/11/2025		07/11/2025	177.03
4234139753	Contractual	Paid by Check #53033		06/18/2025	07/11/2025	07/11/2025		07/11/2025	345.38
4234139937	Contractual	Paid by Check #53033		06/18/2025	07/11/2025	07/11/2025		07/11/2025	276.03
4234291593	Contractual	Paid by Check #53033		06/19/2025	07/11/2025	07/11/2025		07/11/2025	146.31
4234291600	Contractual	Paid by Check #53033		06/19/2025	07/11/2025	07/11/2025		07/11/2025	272.06
4234291781	Contractual	Paid by Check #53033		06/19/2025	07/11/2025	07/11/2025		07/11/2025	644.15
4234886317	Contractual	Paid by Check #53033		06/25/2025	07/11/2025	07/11/2025		07/11/2025	40.34
4234886345	Contractual	Paid by Check #53033		06/25/2025	07/11/2025	07/11/2025		07/11/2025	351.09
4234886347	Contractual	Paid by Check #53033		06/25/2025	07/11/2025	07/11/2025		07/11/2025	290.86
4234886387	Contractual	Paid by Check #53033		06/25/2025	07/11/2025	07/11/2025		07/11/2025	299.09
4234886444	Contractual	Paid by Check #53033		06/25/2025	07/11/2025	07/11/2025		07/11/2025	236.83
4234886579	Contractual	Paid by Check #53033		06/25/2025	07/11/2025	07/11/2025		07/11/2025	363.34
4235070151	Contractual	Paid by Check #53033		06/26/2025	07/11/2025	07/11/2025		07/11/2025	150.93
4235070228	Contractual	Paid by Check #53033		06/26/2025	07/11/2025	07/11/2025		07/11/2025	272.51
4235070496	Contractual	Paid by Check #53033		06/26/2025	07/11/2025	07/11/2025		07/11/2025	881.61
Vendor 333 - Cintas Corporation No. 2 Totals									
							Invoices	35	\$10,479.77
Vendor 127 - City of Visalia									
AR106576	PD - Animal Shelter Services / July 2025	Paid by Check #53034		07/01/2025	07/11/2025	07/11/2025		07/11/2025	17,356.25
Vendor 127 - City of Visalia Totals									
							Invoices	1	\$17,356.25
Vendor 170 - Comcast									
0136611	06/26/25 PD - 07/01/2025 - 07/31/2025	Paid by Check #53036		06/26/2025	07/11/2025	07/11/2025		07/11/2025	79.26
	Billing Charges								
0002177	06/27/25 1390 E Elizabeth Way 07/01/25-07/31/25	Paid by Check #53035		06/27/2025	07/11/2025	07/11/2025		07/11/2025	88.91



Accounts Payable Invoice Report

G/L Date Range 07/06/25 - 07/11/25

Report By Vendor - Invoice

Summary Listing

Invoice Number	Invoice Description	Status	Held Reason	Invoice Date	Due Date	G/L Date	Received Date	Payment Date	Invoice Net Amount
0181138 06/27/25	180 W Merced St 07/02/25-08/01/25	Paid by Check #53037		06/27/2025	07/11/2025	07/11/2025		07/11/2025	917.34
Vendor 1612 - Control Point Engineering, Inc.		Vendor 170 - Comcast Totals				Invoices	3		\$1,085.51
DINU-25001	CONTROL POINT SCADA MAINTENANCE	Paid by Check #53038		06/30/2025	07/11/2025	07/11/2025		07/11/2025	4,410.00
Vendor 1612 - Control Point Engineering, Inc. Totals						Invoices	1		\$4,410.00
Vendor 1992 - Melvin R Cox		Vendor 1992 - Melvin R Cox Totals				Invoices	1		\$505.00
200098	Mel Cox shopping carts	Paid by Check #53039		06/30/2025	07/11/2025	07/11/2025		07/11/2025	505.00
Vendor 1992 - Melvin R Cox Totals						Invoices	1		\$505.00
Vendor 1933 - Danny's Diesel Repair		Vendor 1933 - Danny's Diesel Repair Totals				Invoices	1		\$75.37
20577	Dannys compressing fitting	Paid by Check #53040		06/19/2025	07/11/2025	07/11/2025		07/11/2025	75.37
Vendor 1933 - Danny's Diesel Repair Totals						Invoices	1		\$75.37
Vendor 1035 - De Lage Landen Public Finance		Vendor 1035 - De Lage Landen Public Finance Totals				Invoices	1		\$374.33
590505254	FY 2025 May/June 2025	Paid by EFT #3557		06/06/2025	07/11/2025	07/11/2025		07/11/2025	374.33
Vendor 1035 - De Lage Landen Public Finance Totals						Invoices	1		\$374.33
Vendor 341 - Dinuba Tires LLC		Vendor 341 - Dinuba Tires LLC Totals				Invoices	1		\$30.00
073028	FY25/26-Parks-Flat tire repair-Truck#P91	Paid by Check #53041		07/01/2025	07/11/2025	07/11/2025	07/01/2025	07/11/2025	30.00
Vendor 341 - Dinuba Tires LLC Totals						Invoices	1		\$30.00
Vendor 2081 - Dod Construction LTD		Vendor 2081 - Dod Construction LTD Totals				Invoices	1		\$239,960.03
Retention -14	DOD- Viscaya Park Retention -14	Paid by Check #53042		06/24/2025	07/11/2025	07/07/2025		07/11/2025	239,960.03
Vendor 2081 - Dod Construction LTD Totals						Invoices	1		\$239,960.03
Vendor 1506 - Enterprise FM Trust		Vendor 1506 - Enterprise FM Trust Totals				Invoices	2		\$14,126.71
FBN5381921	ENTERPRISE - FLEET LEASE PAYMENT	Paid by Check #53043		07/03/2025	07/11/2025	07/11/2025		07/11/2025	827.84
FBN5381950	PD - 3 Malibus, 7 Durangos, 5 Chargers	Paid by Check #53043		07/03/2025	07/11/2025	07/11/2025		07/11/2025	13,298.87
Vendor 1506 - Enterprise FM Trust Totals						Invoices	2		\$14,126.71
Vendor 2064 - Ferguson Enterprises, LLC		Vendor 2064 - Ferguson Enterprises, LLC Totals				Invoices	1		\$23,246.13
0031210-1	ferguson meter sales	Paid by Check #53044		06/25/2025	07/11/2025	07/11/2025		07/11/2025	23,246.13
Vendor 2064 - Ferguson Enterprises, LLC Totals						Invoices	1		\$23,246.13
Vendor 1404 - Fireworks America		Vendor 1404 - Fireworks America Totals				Invoices	1		\$10,250.00
23015	FY25/26-Special Events-Independence Day Celeb. 7/3/25-Bal Due	Paid by Check #53045		05/15/2025	07/11/2025	07/11/2025	07/02/2025	07/11/2025	10,250.00
Vendor 1404 - Fireworks America Totals						Invoices	1		\$10,250.00
Vendor 1801 - Garda CL West, INC		Vendor 1801 - Garda CL West, INC Totals				Invoices	1		\$1,640.30
10822603	Service Month July 2025	Paid by Check #53046		07/01/2025	07/11/2025	07/11/2025		07/11/2025	1,640.30
Vendor 1801 - Garda CL West, INC Totals						Invoices	1		\$1,640.30
Vendor 252 - Geil Enterprises, Inc.		Vendor 252 - Geil Enterprises, Inc. Totals				Invoices	1		\$255.00
464370	GEIL WWTP	Paid by Check #53047		07/01/2025	07/11/2025	07/11/2025		07/11/2025	255.00
Vendor 252 - Geil Enterprises, Inc. Totals						Invoices	1		\$255.00



Accounts Payable Invoice Report

G/L Date Range 07/06/25 - 07/11/25

Report By Vendor - Invoice

Summary Listing

Invoice Number	Invoice Description	Status	Held Reason	Invoice Date	Due Date	G/L Date	Received Date	Payment Date	Invoice Net Amount
Vendor 605 - Frank Guerra									
July 2025	Anthem Reimb 7/1/25-7/31/25	Paid by Check #53048		07/02/2025	07/11/2025	07/11/2025		07/11/2025	358.85
			Vendor 605 - Frank Guerra Totals			Invoices	1		\$358.85
Vendor 1616 - Healthwise Services, LLC									
205498	PD - Sharps Container Disposal Service	Paid by Check #53049		06/30/2025	07/11/2025	07/11/2025		07/11/2025	246.38
			Vendor 1616 - Healthwise Services, LLC Totals			Invoices	1		\$246.38
Vendor 174 - Howard's Pest Control									
131708	FY25/26-Sportsplex-Pest control services-July 2025	Paid by Check #53050		07/03/2025	07/11/2025	07/11/2025	07/03/2025	07/11/2025	147.00
131711	Howards Pest Control- June 2025	Paid by Check #53050		07/03/2025	07/11/2025	07/07/2025		07/11/2025	85.00
	FY24/25								
131716	FY25/26-Parks-Pest control services-KC Park-July 2025	Paid by Check #53050		07/03/2025	07/11/2025	07/11/2025	07/03/2025	07/11/2025	46.00
131725	FY25/26-Parks-Pest control services-Vuich Park-July 2025	Paid by Check #53050		07/07/2025	07/11/2025	07/11/2025	07/07/2025	07/11/2025	85.00
			Vendor 174 - Howard's Pest Control Totals			Invoices	4		\$363.00
Vendor 1721 - Image 2000 Fresno									
783193	PD - Copier Supplies Freight Charges	Paid by Check #53051		07/03/2025	07/11/2025	07/11/2025		07/11/2025	16.75
			Vendor 1721 - Image 2000 Fresno Totals			Invoices	1		\$16.75
Vendor 974 - InfoSend, Inc.									
289159	FY 24/25 DC Manual Inserts June 2025	Paid by Check #53052		06/26/2025	07/11/2025	07/11/2025		07/11/2025	975.23
			Vendor 974 - InfoSend, Inc. Totals			Invoices	1		\$975.23
Vendor 921 - Kings/Tulare Continuum of Care on Homelessness									
2364	kings tulare continuum annual agency memebership fees	Paid by Check #53053		01/27/2025	07/11/2025	07/11/2025		07/11/2025	125.00
			Vendor 921 - Kings/Tulare Continuum of Care on Homelessness Totals			Invoices	1		\$125.00
Vendor 2179 - Logan Bros Pump & Ag, INC									
250391	FY 24/25 Golf Course/RCR Well Pump Repairs	Paid by Check #53054		06/25/2025	07/11/2025	07/11/2025		07/11/2025	34,843.10
250391-A	FY 24/25 Golf Course/RCR Well Pump Repairs	Paid by Check #53054		06/25/2025	07/11/2025	07/11/2025		07/11/2025	17,500.00
250391-B	FY 24/25 Golf Course/RCR Well Pump Repairs	Paid by Check #53054		06/25/2025	07/11/2025	07/11/2025		07/11/2025	67,730.25
			Vendor 2179 - Logan Bros Pump & Ag, INC Totals			Invoices	3		\$120,073.35
Vendor 1797 - David Mendoza									
June 2025	FY 2025 Anthem Reimb 06/01/25-06/30/25	Paid by Check #53055		07/02/2025	07/11/2025	07/11/2025		07/11/2025	356.85
			Vendor 1797 - David Mendoza Totals			Invoices	1		\$356.85
Vendor 1030 - Angelica Molina									
ANGIE1STPAIR	FY 25/26 ANGIE 1st PAIR OF BOOTS	Paid by Check #53056		06/28/2025	07/11/2025	07/11/2025		07/11/2025	43.38



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Vendor 2182 - Motor Squad Training Institute		Vendor 1030 - Angelica Molina Totals			Invoices			1	\$43.38
25-183-002	PD - Pre-Training / Julian Hernandez & Ruben Hernandez	Paid by Check #53057		07/02/2025	07/11/2025	07/11/2025		07/11/2025	3,250.00
Vendor 2182 - Motor Squad Training Institute		Vendor 2182 - Motor Squad Training Institute Totals			Invoices			1	\$3,250.00
3641-270808B	Vehicles	Paid by Check #53058		05/29/2025	07/11/2025	07/11/2025		07/11/2025	224.19
3641-270810	Vehicles	Paid by Check #53058		05/29/2025	07/11/2025	07/11/2025		07/11/2025	63.88
3641-270848	Vehicles	Paid by Check #53058		05/29/2025	07/11/2025	07/11/2025		07/11/2025	23.87
3641-270855	Vehicles	Paid by Check #53058		05/29/2025	07/11/2025	07/11/2025		07/11/2025	86.76
3641-270880	Vehicles	Paid by Check #53058		05/29/2025	07/11/2025	07/11/2025		07/11/2025	21.91
3641-270993	Vehicles	Paid by Check #53058		05/30/2025	07/11/2025	07/11/2025		07/11/2025	9.75
3641-271005	Vehicles	Paid by Check #53058		05/30/2025	07/11/2025	07/11/2025		07/11/2025	189.20
3641-271006	Vehicles	Paid by Check #53058		05/30/2025	07/11/2025	07/11/2025		07/11/2025	183.20
3641-271054	Vehicles	Paid by Check #53058		05/30/2025	07/11/2025	07/11/2025		07/11/2025	86.76
3641-271498	Vehicles	Paid by Check #53058		06/01/2025	07/11/2025	07/11/2025		07/11/2025	6.71
3641-271534	Vehicles	Paid by Check #53058		06/01/2025	07/11/2025	07/11/2025		07/11/2025	46.10
3641-271762	Vehicles	Paid by Check #53058		06/03/2025	07/11/2025	07/11/2025		07/11/2025	131.72
3641-271764	Vehicles	Paid by Check #53058		06/03/2025	07/11/2025	07/11/2025		07/11/2025	123.11
3641-271787	Vehicles	Paid by Check #53058		06/03/2025	07/11/2025	07/11/2025		07/11/2025	33.74
3641-271813	Vehicles	Paid by Check #53058		06/03/2025	07/11/2025	07/11/2025		07/11/2025	35.25
3641-271995	Vehicles	Paid by Check #53058		06/04/2025	07/11/2025	07/11/2025		07/11/2025	25.89
3641-272026	Vehicles	Paid by Check #53058		06/04/2025	07/11/2025	07/11/2025		07/11/2025	34.19
3641-272183	Vehicles	Paid by Check #53058		06/05/2025	07/11/2025	07/11/2025		07/11/2025	73.76
3641-272193	Vehicles	Paid by Check #53058		06/05/2025	07/11/2025	07/11/2025		07/11/2025	13.03
3641-272259	Vehicles	Paid by Check #53058		06/05/2025	07/11/2025	07/11/2025		07/11/2025	33.75
3641-272288	Vehicles	Paid by Check #53058		06/05/2025	07/11/2025	07/11/2025		07/11/2025	83.07
3641-273653	Vehicles	Paid by Check #53058		06/12/2025	07/11/2025	07/11/2025		07/11/2025	249.39
3641-273914	Vehicles	Paid by Check #53058		06/13/2025	07/11/2025	07/11/2025		07/11/2025	73.90
3641-274501	Vehicles	Paid by Check #53058		06/16/2025	07/11/2025	07/11/2025		07/11/2025	412.92
3641-274608	Vehicles	Paid by Check #53058		06/17/2025	07/11/2025	07/11/2025		07/11/2025	123.11
3641-274672	Vehicles	Paid by Check #53058		06/17/2025	07/11/2025	07/11/2025		07/11/2025	30.16
3641-274778	Vehicles	Paid by Check #53058		06/18/2025	07/11/2025	07/11/2025		07/11/2025	168.18
3641-274780	Vehicles	Paid by Check #53058		06/18/2025	07/11/2025	07/11/2025		07/11/2025	51.66
3641-274854	Vehicles	Paid by Check #53058		06/18/2025	07/11/2025	07/11/2025		07/11/2025	469.96
3641-274865	Vehicles	Paid by Check #53058		06/18/2025	07/11/2025	07/11/2025		07/11/2025	65.07
3641-276022	Vehicles	Paid by Check #53058		06/24/2025	07/11/2025	07/11/2025		07/11/2025	57.51
3641-276216	Vehicles	Paid by Check #53058		06/25/2025	07/11/2025	07/11/2025		07/11/2025	180.75
3641-276217	Vehicles	Paid by Check #53058		06/25/2025	07/11/2025	07/11/2025		07/11/2025	123.11
3641-276604	Vehicles	Paid by Check #53058		06/27/2025	07/11/2025	07/11/2025		07/11/2025	51.66
3641-276614	Vehicles	Paid by Check #53058		06/27/2025	07/11/2025	07/11/2025		07/11/2025	12.99
3641-276615	Vehicles	Paid by Check #53058		06/27/2025	07/11/2025	07/11/2025		07/11/2025	55.80



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			Vendor	392 - O'Reilly Auto Parts Totals		Invoices		36	\$3,656.01
Vendor 2217 - Orbit Lanes									
7232025	FY25/26-CDBG-Senior Center-Senior Meals for 7/23/25	Paid by Check #53059		06/27/2025	07/11/2025	07/11/2025	07/01/2025	07/11/2025	763.30
			Vendor	2217 - Orbit Lanes Totals		Invoices		1	\$763.30
Vendor 76 - Pacific Gas & Electric									
3616571038905/25	2099 W Sierra Way A 04/17/25-05/15/25	Paid by Check #53071		05/21/2025	07/11/2025	07/11/2025		07/11/2025	7,179.49
0915078178006/25	PW 05/14/25-06/12/25	Paid by Check #53065		06/12/2025	07/11/2025	07/11/2025		07/11/2025	1,934.62
7232679737906/25	PW-Various 05/14/25-06/12/25	Paid by Check #53083		06/12/2025	07/11/2025	07/11/2025		07/11/2025	18,334.76
9548749847906/25	Alta & Nebraska Ave 05/10/25-06/10/25	Paid by Check #53091		06/13/2025	07/11/2025	07/11/2025		07/11/2025	128.66
0008411528-6	2099 W Sierra Way B May 2025	Paid by Check #53060		06/16/2025	07/11/2025	07/11/2025		07/11/2025	469.77
3166578419006/25	3007 W Kamm Ave 05/15/25-06/16/25	Paid by Check #53069		06/17/2025	07/11/2025	07/11/2025		07/11/2025	1,066.10
8866956432506/25	NW SE SW 18 16 24 05/15/25-06/16/25	Paid by Check #53087		06/17/2025	07/11/2025	07/11/2025		07/11/2025	35.62
6744215678106/25	6675 AVE 412 05/15/25-06/16/25	Paid by Check #53080		06/18/2025	07/11/2025	07/11/2025		07/11/2025	5,699.52
5022214690906/25	L & L PARKSIDE VILLAGE PHASE I 05/20/25-06/20/25	Paid by Check #53074		06/20/2025	07/11/2025	07/11/2025		07/11/2025	271.79
3616571038906/25	2099 W Sierra Way A 05/16/25-06/17/25	Paid by Check #53072		06/23/2025	07/11/2025	07/11/2025		07/11/2025	14,656.35
5949665550306/25	6675 AVE 412 05/15/25-06/16/25	Paid by Check #53077		06/23/2025	07/11/2025	07/11/2025		07/11/2025	15,102.94
6407995725006/25	PW-Various 05/12/25-06/10/25	Paid by Check #53079		06/23/2025	07/11/2025	07/11/2025		07/11/2025	892.55
3120184832706/25	7387 W Sierra Ave 05/21/25-06/22/25	Paid by Check #53068		06/24/2025	07/11/2025	07/11/2025		07/11/2025	31,664.92
5438816975406/25	L & L NEWTON & NORTHRIDGE 05/22/25-06/23/25	Paid by Check #53075		06/24/2025	07/11/2025	07/11/2025		07/11/2025	525.08
8218800681906/25	2099 W SIERRA WAY B 05/21/25-06/22/25	Paid by Check #53086		06/24/2025	07/11/2025	07/11/2025		07/11/2025	3,129.98
0418167531706/25	RD 72 7 W Sierra Way 05/23/25-06/24-25	Paid by Check #53062		06/25/2025	07/11/2025	07/11/2025		07/11/2025	845.74
0584832101306/25	NE CRAWFORD & GERALD 05/23/25-06/24/25	Paid by Check #53063		06/25/2025	07/11/2025	07/11/2025		07/11/2025	279.59
0766265341406/25	L & L 1300 ROSEMARY AVE 05/23/25-06/24/25	Paid by Check #53064		06/25/2025	07/11/2025	07/11/2025		07/11/2025	43.96
1349551825306/25	L & L 1300 ROSEMARY AVE 05/23/25-06/24/25	Paid by Check #53066		06/25/2025	07/11/2025	07/11/2025		07/11/2025	14.90
1594680195606/25	Parks-855 E El Monte Way 05/23/25-06/24/25	Paid by Check #53067		06/25/2025	07/11/2025	07/11/2025		07/11/2025	860.35
3600674390406/25	L & L 698 N LINCOLN AVE 05/23/25-06/24/25	Paid by Check #53070		06/25/2025	07/11/2025	07/11/2025		07/11/2025	1.37
4592247189606/25	111 N HAYES AVE 05/23/25-06/24/25	Paid by Check #53073		06/25/2025	07/11/2025	07/11/2025		07/11/2025	37.57
5564264294006/25	L & L 05/23/25-06/24/25	Paid by Check #53076		06/25/2025	07/11/2025	07/11/2025		07/11/2025	453.86



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6220088828706/25	PARKS-EL MONTE & MCKINLEY 05/23/25-06/24/25	Paid by Check #53078		06/25/2025	07/11/2025	07/11/2025		07/11/2025	58.48
6782667017506/25	L & L ALICE & W NORTH WAY 05/23/25-06/24/25	Paid by Check #53081		06/25/2025	07/11/2025	07/11/2025		07/11/2025	45.43
8116588543506/25	L & L 1920 E LAUREN AVE 05/23/25-06/24/25	Paid by Check #53085		06/25/2025	07/11/2025	07/11/2025		07/11/2025	80.59
8968787345806/25	651 W SAGINAW AVE 05/23/25- 06/24/25	Paid by Check #53088		06/25/2025	07/11/2025	07/11/2025		07/11/2025	329.71
9480504109506/25	990 E El Monte Way 05/23/25- 06/24/25	Paid by Check #53090		06/25/2025	07/11/2025	07/11/2025		07/11/2025	61.99
7022723403906/25	1480 W El Monte Way 05/28/25- 06/26/25	Paid by Check #53082		06/27/2025	07/11/2025	07/11/2025		07/11/2025	972.28
9825087728306/25	595 W Nebraska Ave 05/28/25- 06/26/25	Paid by Check #53092		06/27/2025	07/11/2025	07/11/2025		07/11/2025	79.56
7464085068606/25	786 W Saginaw Ave	Paid by Check #53084		06/30/2025	07/11/2025	07/11/2025		07/11/2025	14.47
9001498229306/25	405 E El Monte Way 05/27/25- 06/25/25	Paid by Check #53089		06/30/2025	07/11/2025	07/11/2025		07/11/2025	2,289.97
0375636985006/25	PW N/E Rd 76 & Ave 416 05/22/25-06/23/25	Paid by Check #53061		07/03/2025	07/11/2025	07/11/2025		07/11/2025	137.10
			Vendor	76 - Pacific Gas & Electric Totals			Invoices	33	\$107,699.07
Vendor 7 - Pena's Disposal Services									
889094	penas removal of rv at kamm city house	Paid by Check #53093		06/16/2025	07/11/2025	07/11/2025		07/11/2025	432.26
			Vendor	7 - Pena's Disposal Services Totals			Invoices	1	\$432.26
Vendor 1802 - PNC Bank, National Association									
05/30/2025	FY 2026-010 610289607 36603618	Paid by EFT #3556		05/30/2025	07/11/2025	07/11/2025		07/11/2025	62,825.29
			Vendor	1802 - PNC Bank, National Association Totals			Invoices	1	\$62,825.29
Vendor 1904 - Public Safety Software Group									
VIMS2627	PD - 2YR VIMS Software Application August 2025 - August 2027	Paid by Check #53094		07/02/2025	07/11/2025	07/11/2025		07/11/2025	880.00
			Vendor	1904 - Public Safety Software Group Totals			Invoices	1	\$880.00
Vendor 1099 - Ramirez Mobile Car Wash Inc.									
0049	PD - U#49 Detail	Paid by Check #53095		07/02/2025	07/11/2025	07/11/2025		07/11/2025	250.00
			Vendor	1099 - Ramirez Mobile Car Wash Inc. Totals			Invoices	1	\$250.00
Vendor 221 - Rene G. Ortega Concrete									
2821	RENE ORTEGA BROKEN SIDEWALK REPAIR	Paid by Check #53096		07/01/2025	07/11/2025	07/11/2025		07/11/2025	2,275.00
2825	Ortega Concrete- Delgado Park Ramp	Paid by Check #53096		07/08/2025	07/11/2025	07/07/2025		07/11/2025	10,800.00
			Vendor	221 - Rene G. Ortega Concrete Totals			Invoices	2	\$13,075.00
Vendor 1677 - Rodeo Wild West									



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027926	FY25/26-Parks-Uniform Allowance-Work boots-G. Mendoza	Paid by Check #53097		07/01/2025	07/11/2025	07/11/2025	07/02/2025	07/11/2025	183.36
027928	FY25/26-Parks-Uniform Allowance-Work boots-J. Sanchez	Paid by Check #53097		07/01/2025	07/11/2025	07/11/2025	07/02/2025	07/11/2025	200.00
			Vendor 1677 - Rodeo Wild West Totals				Invoices	2	\$383.36
Vendor 46 - Self Help Enterprises									
DIN21HB MAY2025	Self Help-21CDBGHA-07 Gen Admin/Act Delivery May FY24/25	Paid by Check #53098		06/23/2025	07/11/2025	07/07/2025		07/11/2025	2,096.36
DIN21RE MAY 2025	Self Help- 21CDBGHA06 Rehab Gen Admin/Act Del Jan2025 FY24/25	Paid by Check #53098		06/24/2025	07/11/2025	07/07/2025		07/11/2025	2,522.11
DIN21SL MAY2025	Self Help- Sewer Lateral May 2025 Gen Admin FY24/25	Paid by Check #53098		06/24/2025	07/11/2025	07/07/2025		07/11/2025	168.80
DIN23CH May-25	Self Help-DIN23CHCalHome Rehab Martin Segura-473 N Smith FY24/25	Paid by Check #53098		06/24/2025	07/11/2025	07/07/2025		07/11/2025	46,830.86
			Vendor 46 - Self Help Enterprises Totals				Invoices	4	\$51,618.13
Vendor 61 - Silvas Oil Company Inc.									
199186CT	June 2025	Paid by Check #53099		06/30/2025	07/11/2025	07/11/2025		07/11/2025	132.66
			Vendor 61 - Silvas Oil Company Inc. Totals				Invoices	1	\$132.66
Vendor 121 - State of California									
25PP-GEMT IGT #3	AB 1705 PP-GEMT CY 2025 Collection #3 NPI1255427183	Paid by EFT #3558		07/01/2025	07/10/2025	07/10/2025		07/10/2025	109,922.99
			Vendor 121 - State of California Totals				Invoices	1	\$109,922.99
Vendor 214 - Stericycle, Inc.									
8011120171	June 2025	Paid by Check #53100		06/18/2025	07/11/2025	07/11/2025		07/11/2025	165.48
			Vendor 214 - Stericycle, Inc. Totals				Invoices	1	\$165.48
Vendor 2084 - Superior Plus Energy Services Inc									
29598229	superior plus propane waste water	Paid by Check #53101		06/25/2025	07/11/2025	07/11/2025		07/11/2025	60.70
			Vendor 2084 - Superior Plus Energy Services Inc Totals				Invoices	1	\$60.70
Vendor 1461 - Teleflex LLC									
9510115681	Supplies	Paid by Check #53102		06/10/2025	07/11/2025	07/11/2025		07/11/2025	1,443.05
			Vendor 1461 - Teleflex LLC Totals				Invoices	1	\$1,443.05
Vendor 2066 - Terminix Commercial									
461227741	405 E El Monte Way 06/27/25	Paid by Check #53103		06/27/2025	07/11/2025	07/11/2025		07/11/2025	78.14
			Vendor 2066 - Terminix Commercial Totals				Invoices	1	\$78.14
Vendor 1778 - TKE Engineering									
2025-5040	175-01 Dinuba Successor Agency- Long Range Prop 05/01/25-05/31/25	Paid by Check #53104		06/26/2025	07/11/2025	07/11/2025		07/11/2025	1,665.00
			Vendor 1778 - TKE Engineering Totals				Invoices	1	\$1,665.00
Vendor 717 - TMI Research Services									



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CITYOD 25-6-30	FY 2025	Paid by Check #53105		06/30/2025	07/11/2025	07/11/2025		07/11/2025	60.00
		Vendor 717 - TMI Research Services		Totals		Invoices	1		\$60.00
Vendor 1953 - Ed Todd									
June 2025	FY 2025 Anthem Reimb 06/01/25-06/30/25	Paid by Check #53106		07/02/2025	07/11/2025	07/11/2025		07/11/2025	1,147.74
		Vendor 1953 - Ed Todd		Totals		Invoices	1		\$1,147.74
Vendor 529 - Todd Companies									
22491-10 Final	FY 24/25 Todd Companies Fire Training Facility- Final Payment	Paid by Check #53107		06/18/2025	07/11/2025	07/11/2025		07/11/2025	51,654.95
		Vendor 529 - Todd Companies		Totals		Invoices	1		\$51,654.95
Vendor 49 - Tulare County									
25/26 LAFCO Costs	2025/2026 LAFCO Costs	Paid by Check #53108		07/01/2025	07/11/2025	07/11/2025		07/11/2025	10,108.73
		Vendor 49 - Tulare County		Totals		Invoices	1		\$10,108.73
Vendor 296 - Tulare Kings Veterinary Emergency									
243482	PD - Vet Services	Paid by Check #53109		07/04/2025	07/11/2025	07/11/2025		07/11/2025	152.12
		Vendor 296 - Tulare Kings Veterinary Emergency		Totals		Invoices	1		\$152.12
Vendor 273 - US Bank									
558659793	CH Copier Charges 06/20/25-07/20/25	Paid by Check #53110		06/26/2025	07/11/2025	07/11/2025		07/11/2025	3,552.59
		Vendor 273 - US Bank		Totals		Invoices	1		\$3,552.59
Vendor 359 - Valero Marketing & Supply Company									
105981967	PD - 06/07/2025 - 07/06/2025 Fuel Charges	Paid by EFT #3555		07/06/2025	07/11/2025	07/11/2025		07/11/2025	10,812.67
		Vendor 359 - Valero Marketing & Supply Company		Totals		Invoices	1		\$10,812.67
Vendor 1686 - VeloDyne									
0000028293	Velodyne- Motor WWRF FY24/25	Paid by Check #53111		06/20/2025	07/11/2025	07/07/2025		07/11/2025	2,656.40
		Vendor 1686 - VeloDyne		Totals		Invoices	1		\$2,656.40
Vendor 21 - Vestis Services LLC									
5031588702	FY25/26-Parks-Uniform Allowance - Parks staff	Paid by Check #53112		07/02/2025	07/11/2025	07/11/2025	07/02/2025	07/11/2025	56.58
		Vendor 21 - Vestis Services LLC		Totals		Invoices	1		\$56.58
Vendor 2072 - Wells Fargo Vendor Financial Services LLC									
5034905036	Jul/Aug 2025	Paid by Check #53113		06/26/2025	07/11/2025	07/11/2025		07/11/2025	126.51
		Vendor 2072 - Wells Fargo Vendor Financial Services LLC		Totals		Invoices	1		\$126.51
Vendor 2080 - Xcitium Inc.									
42662535-62	Contract Payment (14/36)	Paid by Check #53114		07/04/2025	07/11/2025	07/11/2025		07/11/2025	888.80
		Vendor 2080 - Xcitium Inc.		Totals		Invoices	1		\$888.80
Vendor Elizabeth Backer									
REF 25-881	Refund 25-881	Paid by Check #53115		06/30/2025	07/11/2025	07/11/2025		07/11/2025	136.26
		Vendor Elizabeth Backer		Totals		Invoices	1		\$136.26
		Grand Totals				Invoices	203		\$1,229,269.41



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Invoice Number	Invoice Description	Status	Held Reason	Invoice Date	Due Date	G/L Date	Received Date	Payment Date	Invoice Net Amount
Vendor 1284 - Adams Ashby Group, Inc.									
7238	FY25/26-CDBG-Senior Center-General Admin. Fees/Dues-June 2025	Paid by Check #53116		07/08/2025	07/18/2025	07/18/2025	07/09/2025	07/18/2025	437.50
Vendor 1284 - Adams Ashby Group, Inc. Totals Invoices 1									<u>\$437.50</u>
Vendor 206 - ADT Security Services, Inc.									
1150725128	FY25/26-CS-Alarm monitoring services-Rec Center-8/1/25-10/31/25	Paid by Check #53117		07/04/2025	07/18/2025	07/18/2025	07/14/2025	07/18/2025	211.95
Vendor 206 - ADT Security Services, Inc. Totals Invoices 1									<u>\$211.95</u>
Vendor 263 - Advantek Benefit Administrators									
Funding 6/27/25	Miscellaneous	Paid by Check #53118		06/27/2025	07/18/2025	07/18/2025		07/18/2025	45,638.83
Funding 7/03/25	Miscellaneous	Paid by Check #53118		07/03/2025	07/18/2025	07/18/2025		07/18/2025	63,422.26
Funding 7/11/25	Miscellaneous	Paid by Check #53118		07/11/2025	07/18/2025	07/18/2025		07/18/2025	125,656.12
Vendor 263 - Advantek Benefit Administrators Totals Invoices 3									<u>\$234,717.21</u>
Vendor 2118 - Airworx Unmanned Solutions									
C-INV4287	PD - DJI Matrice 4T Drones	Paid by Check #53119		07/01/2025	07/18/2025	07/18/2025		07/18/2025	19,360.00
Vendor 2118 - Airworx Unmanned Solutions Totals Invoices 1									<u>\$19,360.00</u>
Vendor 522 - Allstar Towing									
41606	allstar towing ambulance unit 237	Paid by Check #53120		07/04/2025	07/18/2025	07/18/2025		07/18/2025	200.00
Vendor 522 - Allstar Towing Totals Invoices 1									<u>\$200.00</u>
Vendor 416 - Amber Chemical Inc.									
0385506-IN	amber Hypochlorite solutions	Paid by Check #53121		06/27/2025	07/18/2025	07/18/2025		07/18/2025	1,546.78
Vendor 416 - Amber Chemical Inc. Totals Invoices 1									<u>\$1,546.78</u>
Vendor 2091 - AP Triton, LLC									
2025-218	Master Plan - June 2025	Paid by Check #53122		07/09/2025	07/18/2025	07/18/2025		07/18/2025	10,074.00
Vendor 2091 - AP Triton, LLC Totals Invoices 1									<u>\$10,074.00</u>
Vendor 17 - AT&T									
939105474307/25	Telephone 06/02/25-07/01/25	Paid by Check #53123		07/02/2025	07/18/2025	07/18/2025		07/18/2025	65.62
238451821407/25	405 E El Monte Way 07/07/25-08/06/25	Paid by Check #53124		07/07/2025	07/18/2025	07/18/2025		07/18/2025	64.04
Vendor 17 - AT&T Totals Invoices 2									<u>\$129.66</u>
Vendor 557 - Linda Barkley									
Jan-June 2025	FY 2025 Anthem Reimb 1/1/25-6/30/25	Paid by Check #53125		07/14/2025	07/18/2025	07/18/2025		07/18/2025	1,961.75
Vendor 557 - Linda Barkley Totals Invoices 1									<u>\$1,961.75</u>
Vendor 2201 - BlueTriton Brands, Inc.									
05G8730276486	FY25/26-Mult. Div.-Water bottle service/rental	Paid by Check #53126		07/08/2025	07/18/2025	07/18/2025	07/08/2025	07/18/2025	314.29
Vendor 2201 - BlueTriton Brands, Inc. Totals Invoices 1									<u>\$314.29</u>
Vendor 822 - Boundtree Medical LLC									
85837035	Supplies	Paid by Check #53127		07/09/2025	07/18/2025	07/18/2025		07/18/2025	2,442.47
85840465	Supplies	Paid by Check #53127		07/11/2025	07/18/2025	07/18/2025		07/18/2025	1,239.48



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Vendor 822 - Boundtree Medical LLC Totals									
Invoices							2		\$3,681.95
Vendor 1415 - California Depart. of Tax and Fee Administration									
ALT Fuel 06/2025	FY 24-2025 Alt Fuel 058-100947 04/01/25-06/30/25	Paid by EFT #3561		06/30/2025	07/16/2025	07/16/2025		07/16/2025	920.00
Vendor 1415 - California Depart. of Tax and Fee Administration Totals							1		\$920.00
Vendor 1275 - California Turf Equipment									
373498	FY24/25-Parks-mower/mulch kit- Landscaping maintenance	Paid by Check #53128		07/10/2025	07/18/2025	07/18/2025	07/14/2025	07/18/2025	13,906.88
Vendor 1275 - California Turf Equipment Totals							1		\$13,906.88
Vendor 1144 - CALPELRA									
1408	FY 2026 - 2025 Annual Training Conference - Maria	Paid by Check #53129		06/30/2025	07/18/2025	07/18/2025		07/18/2025	825.00
Vendor 1144 - CALPELRA Totals							1		\$825.00
Vendor 563 - John Carrillo									
July 2025	Anthem Reimb 7/1/25-7/31/25	Paid by Check #53130		07/09/2025	07/18/2025	07/18/2025		07/18/2025	351.37
Vendor 563 - John Carrillo Totals							1		\$351.37
Vendor 246 - Central San Joaquin Valley Risk Management Auth.									
INV0302	2025/26 1st Quarter Deposits	Paid by Check #53131		07/01/2025	07/18/2025	07/18/2025		07/18/2025	848,525.00
Vendor 246 - Central San Joaquin Valley Risk Management Auth. Totals							1		\$848,525.00
Vendor 239 - City of Fresno									
20008087	PD - Perishable Skills Training / Andrew Loera	Paid by Check #53132		07/01/2025	07/18/2025	07/18/2025		07/18/2025	623.00
20008088	PD - Perishable Skills Training / Michael Reyna	Paid by Check #53132		07/01/2025	07/18/2025	07/18/2025		07/18/2025	623.00
Vendor 239 - City of Fresno Totals							2		\$1,246.00
Vendor 240 - Clean Cut Landscape Management Inc.									
5669	Monthly Landscaping Service June 2025	Paid by Check #53133		06/30/2025	07/18/2025	07/18/2025		07/18/2025	21,583.00
Vendor 240 - Clean Cut Landscape Management Inc. Totals							1		\$21,583.00
Vendor 274 - Code Publishing Company									
GCI0017915	FY 24.25 Municipal Code Web Update	Paid by Check #53134		06/27/2025	07/18/2025	07/18/2025		07/18/2025	6,168.00
Vendor 274 - Code Publishing Company Totals							1		\$6,168.00
Vendor 170 - Comcast									
0160181 06/07/25	1088 E KAMM AVE 06/11/25- 07/10/25	Paid by Check #53136		06/07/2025	07/18/2025	07/18/2025		07/18/2025	48.51
0135597 07/02/25	405 E El Monte Way 07/04/25- 08/03/25	Paid by Check #53135		07/02/2025	07/18/2025	07/18/2025		07/18/2025	69.62
0160181 07/07/25	1088 E KAMM AVE 07/11/25- 08/10/25	Paid by Check #53137		07/07/2025	07/18/2025	07/18/2025		07/18/2025	53.26
Vendor 170 - Comcast Totals							3		\$171.39
Vendor 3 - Culligan Water									
215107	culligan exchange tank	Paid by Check #53138		06/30/2025	07/18/2025	07/18/2025		07/18/2025	80.00



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215412	CULLIGAN PORTABLE EXCHANGE TANK	Paid by Check #53138		06/30/2025	07/18/2025	07/18/2025		07/18/2025	83.00
			Vendor 3 - Culligan Water Totals			Invoices	2		\$163.00
Vendor 378 - Cummins Allison Corp.									
1486075	Jetsetscan Contract 7/1/2025-6/29/26	Paid by Check #53139		05/14/2025	07/18/2025	07/18/2025		07/18/2025	674.41
			Vendor 378 - Cummins Allison Corp. Totals			Invoices	1		\$674.41
Vendor 77 - Department of Justice									
828952	PD - Fingerprint Services / June 2025	Paid by Check #53140		06/30/2025	07/18/2025	07/18/2025		07/18/2025	651.00
			Vendor 77 - Department of Justice Totals			Invoices	1		\$651.00
Vendor 30 - Dinuba Chamber of Commerce									
06011513	Chamber Members Dues/Investment	Paid by Check #53141		06/30/2025	07/18/2025	07/18/2025		07/18/2025	450.00
			Vendor 30 - Dinuba Chamber of Commerce Totals			Invoices	1		\$450.00
Vendor 166 - Dinuba Glass Company									
34053	Repairs 7/11/2025	Paid by Check #53142		06/25/2025	07/18/2025	07/18/2025		07/18/2025	549.13
			Vendor 166 - Dinuba Glass Company Totals			Invoices	1		\$549.13
Vendor 4 - Dinuba Lumber Company									
918511	Maintenance	Paid by Check #53143		06/02/2025	07/18/2025	07/18/2025		07/18/2025	26.35
918630	Maintenance	Paid by Check #53143		06/02/2025	07/18/2025	07/18/2025		07/18/2025	2.94
918636	Maintenance	Paid by Check #53143		06/02/2025	07/18/2025	07/18/2025		07/18/2025	(2.94)
918641	Maintenance	Paid by Check #53143		06/02/2025	07/18/2025	07/18/2025		07/18/2025	34.17
918693	Maintenance	Paid by Check #53143		06/02/2025	07/18/2025	07/18/2025		07/18/2025	31.24
918935	Maintenance	Paid by Check #53143		06/03/2025	07/18/2025	07/18/2025		07/18/2025	39.04
918969	Maintenance	Paid by Check #53143		06/03/2025	07/18/2025	07/18/2025		07/18/2025	82.57
918976	Maintenance	Paid by Check #53143		06/03/2025	07/18/2025	07/18/2025		07/18/2025	41.60
918996	Maintenance	Paid by Check #53143		06/03/2025	07/18/2025	07/18/2025		07/18/2025	134.74
919057	Maintenance	Paid by Check #53143		06/03/2025	07/18/2025	07/18/2025		07/18/2025	20.80
919138	Maintenance	Paid by Check #53143		06/03/2025	07/18/2025	07/18/2025		07/18/2025	56.29
919206	Maintenance	Paid by Check #53143		06/03/2025	07/18/2025	07/18/2025		07/18/2025	43.32
919411	Maintenance	Paid by Check #53143		06/04/2025	07/18/2025	07/18/2025		07/18/2025	20.50
919466	Maintenance	Paid by Check #53143		06/04/2025	07/18/2025	07/18/2025		07/18/2025	59.89
919662	Maintenance	Paid by Check #53143		06/04/2025	07/18/2025	07/18/2025		07/18/2025	26.80
919671	Maintenance	Paid by Check #53143		06/04/2025	07/18/2025	07/18/2025		07/18/2025	24.58
919698	Maintenance	Paid by Check #53143		06/04/2025	07/18/2025	07/18/2025		07/18/2025	49.45
919884	Maintenance	Paid by Check #53143		06/05/2025	07/18/2025	07/18/2025		07/18/2025	30.74
919888	Maintenance	Paid by Check #53143		06/05/2025	07/18/2025	07/18/2025		07/18/2025	24.09
919911	Maintenance	Paid by Check #53143		06/05/2025	07/18/2025	07/18/2025		07/18/2025	132.76
919938	Maintenance	Paid by Check #53143		06/05/2025	07/18/2025	07/18/2025		07/18/2025	27.33
919986	Maintenance	Paid by Check #53143		06/05/2025	07/18/2025	07/18/2025		07/18/2025	4.47
920064	Maintenance	Paid by Check #53143		06/05/2025	07/18/2025	07/18/2025		07/18/2025	13.71



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920082	Maintenance	Paid by Check #53143		06/05/2025	07/18/2025	07/18/2025		07/18/2025	119.79
920146	Maintenance	Paid by Check #53143		06/05/2025	07/18/2025	07/18/2025		07/18/2025	19.23
920223	Maintenance	Paid by Check #53143		06/05/2025	07/18/2025	07/18/2025		07/18/2025	9.85
920295	Maintenance	Paid by Check #53143		06/06/2025	07/18/2025	07/18/2025		07/18/2025	21.12
920338	Maintenance	Paid by Check #53143		06/06/2025	07/18/2025	07/18/2025		07/18/2025	252.46
920349	Maintenance	Paid by Check #53143		06/06/2025	07/18/2025	07/18/2025		07/18/2025	25.77
920356	Maintenance	Paid by Check #53143		06/06/2025	07/18/2025	07/18/2025		07/18/2025	175.76
920358	Maintenance	Paid by Check #53143		06/06/2025	07/18/2025	07/18/2025		07/18/2025	185.95
920431	Maintenance	Paid by Check #53143		06/06/2025	07/18/2025	07/18/2025		07/18/2025	35.74
920440	Maintenance	Paid by Check #53143		06/06/2025	07/18/2025	07/18/2025		07/18/2025	18.34
920442	Maintenance	Paid by Check #53143		06/06/2025	07/18/2025	07/18/2025		07/18/2025	112.94
920576	Maintenance	Paid by Check #53143		06/06/2025	07/18/2025	07/18/2025		07/18/2025	114.84
920584	Maintenance	Paid by Check #53143		06/06/2025	07/18/2025	07/18/2025		07/18/2025	7.11
920591	Maintenance	Paid by Check #53143		06/06/2025	07/18/2025	07/18/2025		07/18/2025	7.25
921204	Maintenance	Paid by Check #53143		06/08/2025	07/18/2025	07/18/2025		07/18/2025	16.63
921454	Maintenance	Paid by Check #53143		06/09/2025	07/18/2025	07/18/2025		07/18/2025	52.19
921608	Maintenance	Paid by Check #53143		06/09/2025	07/18/2025	07/18/2025		07/18/2025	39.98
921673	Maintenance	Paid by Check #53143		06/09/2025	07/18/2025	07/18/2025		07/18/2025	59.90
921699	Maintenance	Paid by Check #53143		06/09/2025	07/18/2025	07/18/2025		07/18/2025	7.80
921750	Maintenance	Paid by Check #53143		06/09/2025	07/18/2025	07/18/2025		07/18/2025	21.32
921751	Maintenance	Paid by Check #53143		06/09/2025	07/18/2025	07/18/2025		07/18/2025	7.22
921760	Maintenance	Paid by Check #53143		06/09/2025	07/18/2025	07/18/2025		07/18/2025	12.48
922034	Maintenance	Paid by Check #53143		06/10/2025	07/18/2025	07/18/2025		07/18/2025	7.14
922165	Maintenance	Paid by Check #53143		06/10/2025	07/18/2025	07/18/2025		07/18/2025	10.85
922349	Maintenance	Paid by Check #53143		06/11/2025	07/18/2025	07/18/2025		07/18/2025	43.40
922381	Maintenance	Paid by Check #53143		06/11/2025	07/18/2025	07/18/2025		07/18/2025	59.56
922458	Maintenance	Paid by Check #53143		06/11/2025	07/18/2025	07/18/2025		07/18/2025	8.66
922538	Maintenance	Paid by Check #53143		06/11/2025	07/18/2025	07/18/2025		07/18/2025	35.14
922631	Maintenance	Paid by Check #53143		06/11/2025	07/18/2025	07/18/2025		07/18/2025	18.18
922770	Maintenance	Paid by Check #53143		06/12/2025	07/18/2025	07/18/2025		07/18/2025	18.43
922841	Maintenance	Paid by Check #53143		06/12/2025	07/18/2025	07/18/2025		07/18/2025	20.29
922873	Maintenance	Paid by Check #53143		06/12/2025	07/18/2025	07/18/2025		07/18/2025	54.67
922874	Maintenance	Paid by Check #53143		06/12/2025	07/18/2025	07/18/2025		07/18/2025	35.12
922928	Maintenance	Paid by Check #53143		06/12/2025	07/18/2025	07/18/2025		07/18/2025	78.11
923003	Maintenance	Paid by Check #53143		06/12/2025	07/18/2025	07/18/2025		07/18/2025	45.80
923004	Maintenance	Paid by Check #53143		06/12/2025	07/18/2025	07/18/2025		07/18/2025	3.21
923079	Maintenance	Paid by Check #53143		06/12/2025	07/18/2025	07/18/2025		07/18/2025	23.43
923263	Maintenance	Paid by Check #53143		06/13/2025	07/18/2025	07/18/2025		07/18/2025	18.15
923302	Maintenance	Paid by Check #53143		06/13/2025	07/18/2025	07/18/2025		07/18/2025	92.72
923393	Maintenance	Paid by Check #53143		06/13/2025	07/18/2025	07/18/2025		07/18/2025	72.64
923434	Maintenance	Paid by Check #53143		06/13/2025	07/18/2025	07/18/2025		07/18/2025	16.76
923439	Maintenance	Paid by Check #53143		06/13/2025	07/18/2025	07/18/2025		07/18/2025	7.79



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923478	Maintenance	Paid by Check #53143		06/13/2025	07/18/2025	07/18/2025		07/18/2025	45.36
923483	Maintenance	Paid by Check #53143		06/13/2025	07/18/2025	07/18/2025		07/18/2025	12.76
924109	Maintenance	Paid by Check #53143		06/15/2025	07/18/2025	07/18/2025		07/18/2025	(44.25)
924115	Maintenance	Paid by Check #53143		06/15/2025	07/18/2025	07/18/2025		07/18/2025	27.56
924291	Maintenance	Paid by Check #53143		06/15/2025	07/18/2025	07/18/2025		07/18/2025	10.14
924526	Maintenance	Paid by Check #53143		06/16/2025	07/18/2025	07/18/2025		07/18/2025	17.47
924603	Maintenance	Paid by Check #53143		06/16/2025	07/18/2025	07/18/2025		07/18/2025	5.26
924683	Maintenance	Paid by Check #53143		06/16/2025	07/18/2025	07/18/2025		07/18/2025	43.44
924727	Maintenance	Paid by Check #53143		06/16/2025	07/18/2025	07/18/2025		07/18/2025	3.30
924870	Maintenance	Paid by Check #53143		06/17/2025	07/18/2025	07/18/2025		07/18/2025	21.69
924875	Maintenance	Paid by Check #53143		06/17/2025	07/18/2025	07/18/2025		07/18/2025	58.46
924890	Maintenance	Paid by Check #53143		06/17/2025	07/18/2025	07/18/2025		07/18/2025	55.64
924900	Maintenance	Paid by Check #53143		06/17/2025	07/18/2025	07/18/2025		07/18/2025	64.20
924940	Maintenance	Paid by Check #53143		06/17/2025	07/18/2025	07/18/2025		07/18/2025	6.99
925021	Maintenance	Paid by Check #53143		06/17/2025	07/18/2025	07/18/2025		07/18/2025	14.64
925329	Maintenance	Paid by Check #53143		06/18/2025	07/18/2025	07/18/2025		07/18/2025	86.27
925331	Maintenance	Paid by Check #53143		06/18/2025	07/18/2025	07/18/2025		07/18/2025	69.43
925335	Maintenance	Paid by Check #53143		06/18/2025	07/18/2025	07/18/2025		07/18/2025	22.43
925357	Maintenance	Paid by Check #53143		06/18/2025	07/18/2025	07/18/2025		07/18/2025	138.83
925361	Maintenance	Paid by Check #53143		06/18/2025	07/18/2025	07/18/2025		07/18/2025	9.16
925384	Maintenance	Paid by Check #53143		06/18/2025	07/18/2025	07/18/2025		07/18/2025	1.75
925437	Maintenance	Paid by Check #53143		06/18/2025	07/18/2025	07/18/2025		07/18/2025	4.76
925455	Maintenance	Paid by Check #53143		06/18/2025	07/18/2025	07/18/2025		07/18/2025	50.25
925456	Maintenance	Paid by Check #53143		06/18/2025	07/18/2025	07/18/2025		07/18/2025	30.64
925488	Maintenance	Paid by Check #53143		06/18/2025	07/18/2025	07/18/2025		07/18/2025	21.65
925542	Maintenance	Paid by Check #53143		06/18/2025	07/18/2025	07/18/2025		07/18/2025	540.33
925547	Maintenance	Paid by Check #53143		06/18/2025	07/18/2025	07/18/2025		07/18/2025	31.03
925551	Maintenance	Paid by Check #53143		06/18/2025	07/18/2025	07/18/2025		07/18/2025	12.39
925845	Maintenance	Paid by Check #53143		06/19/2025	07/18/2025	07/18/2025		07/18/2025	59.54
925865	Maintenance	Paid by Check #53143		06/19/2025	07/18/2025	07/18/2025		07/18/2025	58.57
925886	Maintenance	Paid by Check #53143		06/19/2025	07/18/2025	07/18/2025		07/18/2025	20.28
925897	Maintenance	Paid by Check #53143		06/19/2025	07/18/2025	07/18/2025		07/18/2025	24.18
925898	Maintenance	Paid by Check #53143		06/19/2025	07/18/2025	07/18/2025		07/18/2025	2.82
925904	Maintenance	Paid by Check #53143		06/19/2025	07/18/2025	07/18/2025		07/18/2025	238.69
925920	Maintenance	Paid by Check #53143		06/19/2025	07/18/2025	07/18/2025		07/18/2025	22.13
925995	Maintenance	Paid by Check #53143		06/19/2025	07/18/2025	07/18/2025		07/18/2025	43.13
926129	Maintenance	Paid by Check #53143		06/19/2025	07/18/2025	07/18/2025		07/18/2025	18.34
926297	Maintenance	Paid by Check #53143		06/20/2025	07/18/2025	07/18/2025		07/18/2025	13.51
926315	Maintenance	Paid by Check #53143		06/20/2025	07/18/2025	07/18/2025		07/18/2025	73.22
926611	Maintenance	Paid by Check #53143		06/20/2025	07/18/2025	07/18/2025		07/18/2025	17.89
927002	Maintenance	Paid by Check #53143		06/21/2025	07/18/2025	07/18/2025		07/18/2025	31.83
927621	Maintenance	Paid by Check #53143		06/23/2025	07/18/2025	07/18/2025		07/18/2025	265.27



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Invoice Number	Invoice Description	Status	Held Reason	Invoice Date	Due Date	G/L Date	Received Date	Payment Date	Invoice Net Amount
927644	Maintenance	Paid by Check #53143		06/23/2025	07/18/2025	07/18/2025		07/18/2025	95.46
927652	Maintenance	Paid by Check #53143		06/23/2025	07/18/2025	07/18/2025		07/18/2025	107.44
927673	Maintenance	Paid by Check #53143		06/23/2025	07/18/2025	07/18/2025		07/18/2025	45.39
927675	Maintenance	Paid by Check #53143		06/23/2025	07/18/2025	07/18/2025		07/18/2025	33.18
927699	Maintenance	Paid by Check #53143		06/23/2025	07/18/2025	07/18/2025		07/18/2025	9.27
927700	Maintenance	Paid by Check #53143		06/23/2025	07/18/2025	07/18/2025		07/18/2025	1.75
927705	Maintenance	Paid by Check #53143		06/23/2025	07/18/2025	07/18/2025		07/18/2025	108.48
927725	Maintenance	Paid by Check #53143		06/23/2025	07/18/2025	07/18/2025		07/18/2025	19.41
927792	Maintenance	Paid by Check #53143		06/23/2025	07/18/2025	07/18/2025		07/18/2025	26.31
927884	Maintenance	Paid by Check #53143		06/23/2025	07/18/2025	07/18/2025		07/18/2025	49.17
928114	Maintenance	Paid by Check #53143		06/24/2025	07/18/2025	07/18/2025		07/18/2025	37.96
928170	Maintenance	Paid by Check #53143		06/24/2025	07/18/2025	07/18/2025		07/18/2025	406.12
928216	Maintenance	Paid by Check #53143		06/24/2025	07/18/2025	07/18/2025		07/18/2025	54.67
928231	Maintenance	Paid by Check #53143		06/24/2025	07/18/2025	07/18/2025		07/18/2025	19.23
928237	Maintenance	Paid by Check #53143		06/24/2025	07/18/2025	07/18/2025		07/18/2025	12.39
928304	Maintenance	Paid by Check #53143		06/24/2025	07/18/2025	07/18/2025		07/18/2025	37.43
928395	Maintenance	Paid by Check #53143		06/24/2025	07/18/2025	07/18/2025		07/18/2025	13.37
928649	Maintenance	Paid by Check #53143		06/25/2025	07/18/2025	07/18/2025		07/18/2025	49.48
928673	Maintenance	Paid by Check #53143		06/25/2025	07/18/2025	07/18/2025		07/18/2025	(216.99)
928766	Maintenance	Paid by Check #53143		06/25/2025	07/18/2025	07/18/2025		07/18/2025	16.49
929015	Maintenance	Paid by Check #53143		06/26/2025	07/18/2025	07/18/2025		07/18/2025	20.16
929039	Maintenance	Paid by Check #53143		06/26/2025	07/18/2025	07/18/2025		07/18/2025	44.91
929051	Maintenance	Paid by Check #53143		06/26/2025	07/18/2025	07/18/2025		07/18/2025	153.57
929161	Maintenance	Paid by Check #53143		06/26/2025	07/18/2025	07/18/2025		07/18/2025	69.33
929566	Maintenance	Paid by Check #53143		06/27/2025	07/18/2025	07/18/2025		07/18/2025	11.50
929648	Maintenance	Paid by Check #53143		06/27/2025	07/18/2025	07/18/2025		07/18/2025	12.87
929671	Maintenance	Paid by Check #53143		06/27/2025	07/18/2025	07/18/2025		07/18/2025	6.82
930630	Maintenance	Paid by Check #53143		06/30/2025	07/18/2025	07/18/2025		07/18/2025	13.76
930648	Maintenance	Paid by Check #53143		06/30/2025	07/18/2025	07/18/2025		07/18/2025	44.91
930667	Maintenance	Paid by Check #53143		06/30/2025	07/18/2025	07/18/2025		07/18/2025	30.01
930675	Maintenance	Paid by Check #53143		06/30/2025	07/18/2025	07/18/2025		07/18/2025	28.31
930709	Maintenance	Paid by Check #53143		06/30/2025	07/18/2025	07/18/2025		07/18/2025	7.22
930808	Maintenance	Paid by Check #53143		06/30/2025	07/18/2025	07/18/2025		07/18/2025	8.19
930868	Maintenance	Paid by Check #53143		06/30/2025	07/18/2025	07/18/2025		07/18/2025	28.77
931009	Maintenance	Paid by Check #53143		06/30/2025	07/18/2025	07/18/2025		07/18/2025	329.95
Vendor 4 - Dinuba Lumber Company Totals						Invoices	142		\$6,905.43
Vendor 2099 - EagleShield Pest Control, Inc									
192874	July 2025	Paid by Check #53144		07/10/2025	07/18/2025	07/18/2025		07/18/2025	85.00
Vendor 2099 - EagleShield Pest Control, Inc Totals						Invoices	1		\$85.00
Vendor 1396 - Employ America									
40F2504-IN	FY2025-Parks-Park/Ground maintenance services-June 2025	Paid by Check #53145		06/30/2025	07/18/2025	07/18/2025	07/11/2025	07/18/2025	3,405.60



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Vendor 1396 - Employ America Totals									Invoices 1 \$3,405.60
Vendor 1506 - Enterprise FM Trust									
FBN5381980	FY25/26-L&L/Parks-Vehicle rental/maintenance	Paid by Check #53146		07/03/2025	07/18/2025	07/18/2025	07/07/2025	07/18/2025	220.13
Vendor 1506 - Enterprise FM Trust Totals									Invoices 1 \$220.13
Vendor 1591 - Environment Control									
28769-299	environment control city of Dinuba	Paid by Check #53147		07/01/2025	07/18/2025	07/18/2025		07/18/2025	11,715.00
Vendor 1591 - Environment Control Totals									Invoices 1 \$11,715.00
Vendor 16 - Ernest Packaging Solutions									
91181666	FY25/26-Parks-Cleaning/Maintenance Supplies	Paid by Check #53148		07/01/2025	07/18/2025	07/18/2025	07/10/2025	07/18/2025	149.73
Vendor 16 - Ernest Packaging Solutions Totals									Invoices 1 \$149.73
Vendor 1801 - Garda CL West, INC									
20643324	FY 2025 June Excess Items	Paid by Check #53149		06/30/2025	07/18/2025	07/18/2025		07/18/2025	38.99
Vendor 1801 - Garda CL West, INC Totals									Invoices 1 \$38.99
Vendor 18 - The Gas Company									
0990155800807/25	405 E El Monte Way 06/03/25-07/02/25	Paid by Check #53150		07/07/2025	07/18/2025	07/18/2025		07/18/2025	33.64
1263155600307/25	DSC 437 N Eaton 06/03/25-07/02/25	Paid by Check #53151		07/07/2025	07/18/2025	07/18/2025		07/18/2025	27.02
1620155874507/25	990 E El Monte Way 06/03/25-07/02/25	Paid by Check #53152		07/07/2025	07/18/2025	07/18/2025		07/18/2025	5.10
1620156700107/25	Parks & Rec 1390 E Elizabeth Way 06/03/25-07/02/25	Paid by Check #53153		07/07/2025	07/18/2025	07/18/2025		07/18/2025	42.58
16201580004 7/25	June 2025	Paid by Check #53154		07/07/2025	07/18/2025	07/18/2025		07/18/2025	25.04
1830985449707/25	PD - 06/03/2025 - 07/02/2025 Billing Charges	Paid by Check #53155		07/07/2025	07/18/2025	07/18/2025		07/18/2025	72.31
Vendor 18 - The Gas Company Totals									Invoices 6 \$205.69
Vendor 1351 - Grant's AC & Heating Inc.									
103278	PD - U#7 - Training Room A/C Repairs	Paid by Check #53156		07/09/2025	07/18/2025	07/18/2025		07/18/2025	506.00
Vendor 1351 - Grant's AC & Heating Inc. Totals									Invoices 1 \$506.00
Vendor 139 - Henry Schein Inc.									
43941858	Supplies	Paid by Check #53157		07/11/2025	07/18/2025	07/18/2025		07/18/2025	86.38
43961728	Supplies	Paid by Check #53157		07/11/2025	07/18/2025	07/18/2025		07/18/2025	75.69
Vendor 139 - Henry Schein Inc. Totals									Invoices 2 \$162.07
Vendor 1721 - Image 2000 Fresno									
784547	PD - Copier Supplies Freight Charges	Paid by Check #53158		07/10/2025	07/18/2025	07/18/2025		07/18/2025	48.13
785085	PD - Copiers Maintenance	Paid by Check #53158		07/14/2025	07/18/2025	07/18/2025		07/18/2025	543.92
Vendor 1721 - Image 2000 Fresno Totals									Invoices 2 \$592.05
Vendor 974 - InfoSend, Inc.									



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289505	UTILITY PROCESSING & MAILING DELINQ. NOTICE 6/25	Paid by Check #53159		06/30/2025	07/18/2025	07/18/2025		07/18/2025	404.27
		Vendor 974 - InfoSend, Inc. Totals				Invoices	1		\$404.27
Vendor 133 - J & D Lighting & Alarm									
398512	FY25/26-KC Park-Replace key pad-alarm monitoring system	Paid by Check #53160		07/08/2025	07/18/2025	07/18/2025	07/08/2025	07/18/2025	341.10
		Vendor 133 - J & D Lighting & Alarm Totals				Invoices	1		\$341.10
Vendor 6 - Jim Manning Dodge Inc.									
167668DOR	JIM MANNING PD-16	Paid by Check #53161		06/30/2025	07/18/2025	07/18/2025		07/18/2025	140.36
167670DOR	JIM MANNING PD-37	Paid by Check #53161		06/30/2025	07/18/2025	07/18/2025		07/18/2025	185.23
		Vendor 6 - Jim Manning Dodge Inc. Totals				Invoices	2		\$325.59
Vendor 279 - JMP Office Technologies									
INST463131	POSTAGE MACHINE	Paid by Check #53162		06/13/2025	07/18/2025	07/18/2025		07/18/2025	948.06
		Vendor 279 - JMP Office Technologies Totals				Invoices	1		\$948.06
Vendor 1899 - Kansas City Barbeque Society									
BBF2026-01	FY25/26-Special Events-BBQ/Brew Fest-Sanct. Dep. 3/20/26-3/21/26	Paid by Check #53163		07/08/2025	07/18/2025	07/18/2025	07/08/2025	07/18/2025	400.00
		Vendor 1899 - Kansas City Barbeque Society Totals				Invoices	1		\$400.00
Vendor 1917 - Kimball Midwest									
103521903	kimball supplies	Paid by Check #53164		07/02/2025	07/18/2025	07/18/2025		07/18/2025	407.96
		Vendor 1917 - Kimball Midwest Totals				Invoices	1		\$407.96
Vendor 1747 - KRC Safety Co Inc									
69305	FY25/26-Parks-Message Sign rental-7/2-7/7-Indep. Day Event	Paid by Check #53165		07/07/2025	07/18/2025	07/18/2025	07/08/2025	07/18/2025	165.00
69309	FY25/26-Light tower rental- Independence Day Event 7/3/25	Paid by Check #53165		07/07/2025	07/18/2025	07/18/2025	07/14/2025	07/18/2025	315.00
		Vendor 1747 - KRC Safety Co Inc Totals				Invoices	2		\$480.00
Vendor 281 - Law and Associates Investigations									
25-112	Cain, Renteria	Paid by Check #53166		07/10/2025	07/18/2025	07/18/2025		07/18/2025	1,100.00
		Vendor 281 - Law and Associates Investigations Totals				Invoices	1		\$1,100.00
Vendor 89 - Liebert Cassidy Whitmore									
297990	DIO30-1000 7/1/25-6/30/26 Membership	Paid by Check #53167		07/01/2025	07/18/2025	07/18/2025		07/18/2025	3,195.00
		Vendor 89 - Liebert Cassidy Whitmore Totals				Invoices	1		\$3,195.00
Vendor 2179 - Logan Bros Pump & Ag, INC									
250711	FY25/26-Parks-Delgado Park water well diagnostic-repair-labor	Paid by Check #53168		07/14/2025	07/18/2025	07/18/2025	07/14/2025	07/18/2025	6,150.73
		Vendor 2179 - Logan Bros Pump & Ag, INC Totals				Invoices	1		\$6,150.73
Vendor 1181 - McCormick, Kabot & Lew									
15759	General Matters	Paid by Check #53169		04/25/2025	07/18/2025	07/18/2025		07/18/2025	1,098.00
15760	Retainer	Paid by Check #53169		04/25/2025	07/18/2025	07/18/2025		07/18/2025	3,300.00
		Vendor 1181 - McCormick, Kabot & Lew Totals				Invoices	2		\$4,398.00
Vendor 1780 - Tim McLean									



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Apr-June 2025	FY 2025 Anthem Reimb 4/1/25-6/30/25	Paid by Check #53170		07/07/2025	07/18/2025	07/18/2025		07/18/2025	1,070.55
			Vendor	1780 - Tim McLean Totals		Invoices		1	\$1,070.55
Vendor	884 - Napa Auto Parts								
116077	Vehicles	Paid by Check #53171		06/04/2025	07/18/2025	07/18/2025		07/18/2025	349.07
116117	Vehicles	Paid by Check #53171		06/05/2025	07/18/2025	07/18/2025		07/18/2025	4.01
116349	Vehicles	Paid by Check #53171		06/09/2025	07/18/2025	07/18/2025		07/18/2025	46.08
116369	Vehicles	Paid by Check #53171		06/10/2025	07/18/2025	07/18/2025		07/18/2025	(3.70)
116373	Vehicles	Paid by Check #53171		06/10/2025	07/18/2025	07/18/2025		07/18/2025	9.42
116421	Vehicles	Paid by Check #53171		06/10/2025	07/18/2025	07/18/2025		07/18/2025	50.30
116428	Vehicles	Paid by Check #53171		06/10/2025	07/18/2025	07/18/2025		07/18/2025	34.59
116499	Vehicles	Paid by Check #53171		06/11/2025	07/18/2025	07/18/2025		07/18/2025	12.41
116570	Vehicles	Paid by Check #53171		06/12/2025	07/18/2025	07/18/2025		07/18/2025	(26.83)
116572	Vehicles	Paid by Check #53171		06/12/2025	07/18/2025	07/18/2025		07/18/2025	26.83
116573	Vehicles	Paid by Check #53171		06/12/2025	07/18/2025	07/18/2025		07/18/2025	(50.30)
116574	Vehicles	Paid by Check #53171		06/12/2025	07/18/2025	07/18/2025		07/18/2025	23.47
116586	Vehicles	Paid by Check #53171		06/12/2025	07/18/2025	07/18/2025		07/18/2025	4.01
116589	Vehicles	Paid by Check #53171		06/12/2025	07/18/2025	07/18/2025		07/18/2025	9.11
116618	Vehicles	Paid by Check #53171		06/13/2025	07/18/2025	07/18/2025		07/18/2025	10.82
116682	Vehicles	Paid by Check #53171		06/16/2025	07/18/2025	07/18/2025		07/18/2025	79.02
116721	Vehicles	Paid by Check #53171		06/16/2025	07/18/2025	07/18/2025		07/18/2025	349.07
116857	Vehicles	Paid by Check #53171		06/17/2025	07/18/2025	07/18/2025		07/18/2025	11.49
116861	Vehicles	Paid by Check #53171		06/17/2025	07/18/2025	07/18/2025		07/18/2025	11.49
116871	Vehicles	Paid by Check #53171		06/18/2025	07/18/2025	07/18/2025		07/18/2025	6,508.92
116872	Vehicles	Paid by Check #53171		06/18/2025	07/18/2025	07/18/2025		07/18/2025	922.24
116952	Vehicles	Paid by Check #53171		06/18/2025	07/18/2025	07/18/2025		07/18/2025	713.07
116976	Vehicles	Paid by Check #53171		06/19/2025	07/18/2025	07/18/2025		07/18/2025	753.48
117144	Vehicles	Paid by Check #53171		06/23/2025	07/18/2025	07/18/2025		07/18/2025	23.85
117148	Vehicles	Paid by Check #53171		06/23/2025	07/18/2025	07/18/2025		07/18/2025	123.61
117290	Vehicles	Paid by Check #53171		06/24/2025	07/18/2025	07/18/2025		07/18/2025	114.54
117291	Vehicles	Paid by Check #53171		06/24/2025	07/18/2025	07/18/2025		07/18/2025	9.79
117318	Vehicles	Paid by Check #53171		06/25/2025	07/18/2025	07/18/2025		07/18/2025	313.87
117412	Vehicles	Paid by Check #53171		06/26/2025	07/18/2025	07/18/2025		07/18/2025	68.34
117434	Vehicles	Paid by Check #53171		06/27/2025	07/18/2025	07/18/2025		07/18/2025	15.50
117467	Vehicles	Paid by Check #53171		06/27/2025	07/18/2025	07/18/2025		07/18/2025	138.87
117573	Vehicles	Paid by Check #53171		06/30/2025	07/18/2025	07/18/2025		07/18/2025	654.49
			Vendor	884 - Napa Auto Parts Totals		Invoices		32	\$11,310.93
Vendor	142 - Office Depot BSD								
427575162001	odp office supplies	Paid by Check #53172		06/25/2025	07/18/2025	07/18/2025		07/18/2025	194.38
			Vendor	142 - Office Depot BSD Totals		Invoices		1	\$194.38
Vendor	76 - Pacific Gas & Electric								



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Summary Listing

Invoice Number	Invoice Description	Status	Held Reason	Invoice Date	Due Date	G/L Date	Received Date	Payment Date	Invoice Net Amount
4751971656806/25	HAYES & EDWARDS 05/27/25-06/25/25	Paid by Check #53181		06/26/2025	07/18/2025	07/18/2025		07/18/2025	50.35
4772157652906/25	ALTA & EL MONTE 05/24/25-06/25/25	Paid by Check #53182		06/26/2025	07/18/2025	07/18/2025		07/18/2025	210.59
5355488862706/25	912 N ALTA AVE @ SAGINAW & ALTA 05/24/25-06/25/25	Paid by Check #53184		06/26/2025	07/18/2025	07/18/2025		07/18/2025	101.12
5657667089906/25	NW COR ALICE & W EL MONTE WAY 05/24/25-06/25/25	Paid by Check #53185		06/26/2025	07/18/2025	07/18/2025		07/18/2025	137.48
6657667025206/25	NW COR ALTA & RD 80 05/24/25-06/25/25	Paid by Check #53188		06/26/2025	07/18/2025	07/18/2025		07/18/2025	101.12
1686600158506/25	2255 W EL MONTE WAY 05/28/25-06/26/25	Paid by Check #53175		06/27/2025	07/18/2025	07/18/2025		07/18/2025	95.08
2125236871306/25	1215 W EL MONTE WAY 05/28/25-06/26/25	Paid by Check #53176		06/27/2025	07/18/2025	07/18/2025		07/18/2025	34.83
2337501511406/25	250 W Saginaw Ave 05/28/25-06/26/25	Paid by Check #53177		06/27/2025	07/18/2025	07/18/2025		07/18/2025	29.45
2725120519406/25	Alta & Nebraska Ave 05/28/25-06/26/25	Paid by Check #53179		06/27/2025	07/18/2025	07/18/2025		07/18/2025	72.62
3354641796606/25	KAMM & O ST 05/28/25-06/26/25	Paid by Check #53180		06/27/2025	07/18/2025	07/18/2025		07/18/2025	138.43
5064695483906/25	CRAWFORD & EL MONTE SW 05/28/25-06/26/25	Paid by Check #53183		06/27/2025	07/18/2025	07/18/2025		07/18/2025	145.84
8397932225806/25	3481 W EL MONTE WAY 05/28/25-06/26/25	Paid by Check #53190		06/27/2025	07/18/2025	07/18/2025		07/18/2025	32.22
8647150103006/25	ON E EL MONTE WAY & PERRY 05/24/25-06/25/25	Paid by Check #53192		06/27/2025	07/18/2025	07/18/2025		07/18/2025	95.43
8981923387806/25	150 W SAGINAW AVE 05/28/25-06/26/25	Paid by Check #53193		06/27/2025	07/18/2025	07/18/2025		07/18/2025	77.28
9237058126306/25	2813 W EL MONTE WAY 05/28/25-06/26/25	Paid by Check #53194		06/27/2025	07/18/2025	07/18/2025		07/18/2025	38.36
64079957250 6/25	PW-Various 05/12/25-06/10/25	Paid by Check #53187		06/28/2025	07/18/2025	07/18/2025		07/18/2025	1,358.19
0571296382506/25	PW-2999 W EL MONTE WAY 05/29/25-06/27/25	Paid by Check #53173		06/29/2025	07/18/2025	07/18/2025		07/18/2025	168.96
1416294094506/25	PW 389 W EL MONTE WAY 05/29/25-06/27/25	Paid by Check #53174		06/29/2025	07/18/2025	07/18/2025		07/18/2025	94.71
8633990399806/25	PW WELL #14 05/28/25-06/26/25	Paid by Check #53191		06/30/2025	07/18/2025	07/18/2025		07/18/2025	16.52
5751498437607/25	PARKS 139 N K ST 05/28/25-06/26/25	Paid by Check #53186		07/02/2025	07/18/2025	07/18/2025		07/18/2025	47.37
7149346409407/25	EUCLD S/LINDARA WELL #18 05/28/25-06/26/25	Paid by Check #53189		07/02/2025	07/18/2025	07/18/2025		07/18/2025	571.99
2509717364207/25	L & M ALLEY @ FRESNO ST 06/05/25-07/07/25	Paid by Check #53178		07/08/2025	07/18/2025	07/18/2025		07/18/2025	107.29
6870376077407/25	PD - 06/05/2025 - 07/07/2025 Billing Charges	Paid by Check #53197		07/08/2025	07/18/2025	07/18/2025		07/18/2025	31.08
9624769219507/25	225 S L ST 06/05/25-07/07/25	Paid by Check #53195		07/08/2025	07/18/2025	07/18/2025		07/18/2025	679.51
5683054506907/25	PD - 06/05/2025 - 07/07/2025 Billing Charges	Paid by Check #53196		07/09/2025	07/18/2025	07/18/2025		07/18/2025	8,924.85



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Invoice Number	Invoice Description	Status	Held Reason	Invoice Date	Due Date	G/L Date	Received Date	Payment Date	Invoice Net Amount
Vendor 76 - Pacific Gas & Electric Totals						Invoices	25		\$13,360.67
Vendor 7 - Pena's Disposal Services									
892714	penas self-haul	Paid by Check #53198		07/01/2025	07/18/2025	07/18/2025		07/18/2025	225.00
7/25 for 6/25	July 2025 for June Monthly Disposal Charges	Paid by Check #53198		07/15/2025	07/18/2025	07/18/2025		07/18/2025	160,320.22
August 2025	AUGUST 2025 CONTRACT PAYMENT	Paid by Check #53198		08/01/2025	07/18/2025	07/18/2025		07/18/2025	60,000.00
Vendor 7 - Pena's Disposal Services Totals						Invoices	3		\$220,545.22
Vendor 207 - Polydene Inc.									
1941121	Polydyne Dinuba WWRP	Paid by Check #53199		06/30/2025	07/18/2025	07/18/2025		07/18/2025	10,073.33
Vendor 207 - Polydene Inc. Totals						Invoices	1		\$10,073.33
Vendor 1565 - Quadient Finance USA, Inc.									
7.10.25	POSTAGE	Paid by Check #53200		07/10/2025	07/18/2025	07/18/2025		07/18/2025	2,500.00
Vendor 1565 - Quadient Finance USA, Inc. Totals						Invoices	1		\$2,500.00
Vendor 1944 - Quadient, Inc									
17780236	POSTAGE INK	Paid by Check #53201		07/10/2025	07/18/2025	07/18/2025		07/18/2025	581.34
Vendor 1944 - Quadient, Inc Totals						Invoices	1		\$581.34
Vendor 1566 - Quality Construction, Inc.									
6206	Parks Dept. Mini Split AC Install	Paid by Check #53202		07/10/2025	07/18/2025	07/18/2025		07/18/2025	4,880.00
Vendor 1566 - Quality Construction, Inc. Totals						Invoices	1		\$4,880.00
Vendor 221 - Rene G. Ortega Concrete									
2826	Rene Ortega- Myrtle Ave Improvements	Paid by Check #53203		07/08/2025	07/18/2025	07/18/2025		07/18/2025	14,600.00
Vendor 221 - Rene G. Ortega Concrete Totals						Invoices	1		\$14,600.00
Vendor 1677 - Rodeo Wild West									
027927	RODEO JARED 1ST PAIR FY 25/26	Paid by Check #53204		07/01/2025	07/18/2025	07/18/2025		07/18/2025	183.36
027929	FY25/26-Parks-Uniform Allowance-Work boots-L. Montes	Paid by Check #53204		07/07/2025	07/18/2025	07/18/2025	07/08/2025	07/18/2025	200.00
027930	RODEO ALEJANDRO BRITO FY 25/26	Paid by Check #53204		07/07/2025	07/18/2025	07/18/2025		07/18/2025	200.00
027932	RODEO RICARDO 1ST PAIR FY 25/26	Paid by Check #53204		07/09/2025	07/18/2025	07/18/2025		07/18/2025	200.00
027934	FY25/26-Parks-Uniforms Allowance-Work Boots-J. Canela	Paid by Check #53204		07/11/2025	07/18/2025	07/18/2025	07/14/2025	07/18/2025	183.36
Vendor 1677 - Rodeo Wild West Totals						Invoices	5		\$966.72
Vendor 2100 - Isabella Salinas									
SalinasAqua2025	FY2025-Sports-Reimb. lifeguard swimsuit/uniform-2025	Paid by Check #53205		06/12/2025	07/18/2025	07/18/2025	07/08/2025	07/18/2025	61.63
Vendor 2100 - Isabella Salinas Totals						Invoices	1		\$61.63
Vendor 800 - San Joaquin Valley Railroad Co.									
227793	Genesee&Wyoming- Drainage/Sewer Line FY24/25 & 25/26	Paid by Check #53206		07/01/2025	07/18/2025	07/18/2025		07/18/2025	520.00



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Invoice Number	Invoice Description	Status	Held Reason	Invoice Date	Due Date	G/L Date	Received Date	Payment Date	Invoice Net Amount
Vendor 800 - San Joaquin Valley Railroad Co. Totals						Invoices	1		\$520.00
Vendor 42 - Scout Specialties									
186978	scout specialties supplies	Paid by Check #53207		07/03/2025	07/18/2025	07/18/2025		07/18/2025	304.15
Vendor 42 - Scout Specialties Totals						Invoices	1		\$304.15
Vendor 1691 - Serviam by Wright LLP									
33107	740 Harvard-Services for June 2025	Paid by Check #53208		07/01/2025	07/18/2025	07/18/2025		07/18/2025	2,131.60
Vendor 1691 - Serviam by Wright LLP Totals						Invoices	1		\$2,131.60
Vendor 835 - Spence Fence Company Enterprise									
24866	SPENCE FENCE CUT IN AND INSTAKKED TALL WALK GATE	Paid by Check #53209		06/23/2025	07/18/2025	07/18/2025		07/18/2025	995.00
Vendor 835 - Spence Fence Company Enterprise Totals						Invoices	1		\$995.00
Vendor 121 - State of California									
FMQrt.2-Dinuba	FY2025-SE-Fund 191-Farmers Market-Qrt.2 fees-APP ID#54-020	Paid by Check #53210		06/30/2025	07/18/2025	07/18/2025	07/07/2025	07/18/2025	128.00
Vendor 121 - State of California Totals						Invoices	1		\$128.00
Vendor 92 - Target Specialty Products									
INVP501794718	TARGET SPECIALTIES SUPPLIES	Paid by Check #53211		04/02/2025	07/18/2025	07/18/2025		07/18/2025	1,598.76
Vendor 92 - Target Specialty Products Totals						Invoices	1		\$1,598.76
Vendor 2066 - Terminix Commercial									
460976552	PD - Pest Control Service	Paid by Check #53212		06/23/2025	07/18/2025	07/18/2025		07/18/2025	78.14
461233349	FY2025-CS-Pest Control Services - 6/24/25- Rec Center	Paid by Check #53212		06/24/2025	07/18/2025	07/18/2025	07/08/2025	07/18/2025	91.00
Vendor 2066 - Terminix Commercial Totals						Invoices	2		\$169.14
Vendor 311 - Top Dog Training Center									
1975	PD - K9 Maintenance Training / Enzo & Arias	Paid by Check #53213		07/08/2025	07/18/2025	07/18/2025		07/18/2025	180.00
Vendor 311 - Top Dog Training Center Totals						Invoices	1		\$180.00
Vendor 902 - Tractor Supply Credit Plan									
9564 06/29/2025	PD - Supplies	Paid by Check #53214		06/29/2025	07/18/2025	07/18/2025		07/18/2025	588.76
Vendor 902 - Tractor Supply Credit Plan Totals						Invoices	1		\$588.76
Vendor 49 - Tulare County									
21502	PD - Shield Stickers (3,500)	Paid by Check #53216		06/25/2025	07/18/2025	07/18/2025		07/18/2025	1,063.30
25-121	PD - #17 Radio Repairs	Paid by Check #53217		06/30/2025	07/18/2025	07/18/2025		07/18/2025	52.50
30233-C-25Qtr4	PD - Non-Custody Intake Program - 4th Quarter	Paid by Check #53215		07/01/2025	07/18/2025	07/18/2025		07/18/2025	5,464.07
25633	PD - Notice to Appear (TR-130) Printing Service	Paid by Check #53218		07/02/2025	07/18/2025	07/18/2025		07/18/2025	1,071.32
Vendor 49 - Tulare County Totals						Invoices	4		\$7,651.19
Vendor 307 - Tulare County Consolidated Ambulance Dispatch, Inc									
25-07-07	June 2025	Paid by Check #53219		07/14/2025	07/18/2025	07/18/2025		07/18/2025	8,127.00
Vendor 307 - Tulare County Consolidated Ambulance Dispatch, Inc Totals						Invoices	1		\$8,127.00
Vendor 950 - United States Treasury									



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Invoice Number	Invoice Description	Status	Held Reason	Invoice Date	Due Date	G/L Date	Received Date	Payment Date	Invoice Net Amount
06/30/25 2nd Qtr	Excise Tax 2nd Qtr. 2025	Paid by EFT #3562		06/30/2025	07/16/2025	07/16/2025			1,898.44
		Vendor 950 - United States Treasury Totals				Invoices	1		\$1,898.44
Vendor 192 - UNUM Life Insurance Company of America									
8/01/25-8/31/25	0537123-001	Paid by Check #53220		07/10/2025	07/18/2025	07/18/2025		07/18/2025	13,916.40
		Vendor 192 - UNUM Life Insurance Company of America Totals				Invoices	1		\$13,916.40
Vendor 273 - US Bank									
558659918	us bank PW copier charges	Paid by Check #53221		06/26/2025	07/18/2025	07/18/2025		07/18/2025	2,291.76
		Vendor 273 - US Bank Totals				Invoices	1		\$2,291.76
Vendor 359 - Valero Marketing & Supply Company									
105983509	June/July 2025	Paid by EFT #3560		07/06/2025	07/18/2025	07/18/2025		07/18/2025	8,459.54
		Vendor 359 - Valero Marketing & Supply Company Totals				Invoices	1		\$8,459.54
Vendor 129 - Valley Industrial & Family Medical Group									
545990	Hernandez, Leon	Paid by Check #53222		06/25/2025	07/18/2025	07/18/2025		07/18/2025	230.00
		Vendor 129 - Valley Industrial & Family Medical Group Totals				Invoices	1		\$230.00
Vendor 721 - Valley Iron Inc.									
2509922	Valley Iron- Shop Supplies	Paid by Check #53223		07/09/2025	07/18/2025	07/18/2025		07/18/2025	101.85
		Vendor 721 - Valley Iron Inc. Totals				Invoices	1		\$101.85
Vendor 21 - Vestis Services LLC									
5031591731	FY25/26-Parks-Uniform Allowance-Parks Staff-Wk. of 7/9/25	Paid by Check #53224		07/09/2025	07/18/2025	07/18/2025	07/10/2025	07/18/2025	241.17
		Vendor 21 - Vestis Services LLC Totals				Invoices	1		\$241.17
Vendor 2062 - W & E Electric									
2506006	w & e Dinuba waste water	Paid by Check #53225		06/06/2025	07/18/2025	07/18/2025		07/18/2025	375.00
2506007	w & e Dinuba waste water	Paid by Check #53225		06/06/2025	07/18/2025	07/18/2025		07/18/2025	150.00
2506048	w & e Dinuba waste water	Paid by Check #53225		06/13/2025	07/18/2025	07/18/2025		07/18/2025	374.62
2506049	w & e lift station kamm and alta	Paid by Check #53225		06/13/2025	07/18/2025	07/18/2025		07/18/2025	296.79
		Vendor 2062 - W & E Electric Totals				Invoices	4		\$1,196.41
Vendor 2072 - Wells Fargo Vendor Financial Services LLC									
5035053866	PD - Copiers Lease	Paid by Check #53226		07/07/2025	07/18/2025	07/18/2025		07/18/2025	563.12
		Vendor 2072 - Wells Fargo Vendor Financial Services LLC Totals				Invoices	1		\$563.12
Vendor 347 - Zoll Data Systems									
INV00205238	Fire RMS Ent. 8/1 - 10/31/2025	Paid by Check #53227		07/01/2025	07/18/2025	07/18/2025		07/18/2025	187.39
		Vendor 347 - Zoll Data Systems Totals				Invoices	1		\$187.39
Vendor Alejandro Muro									
0001	Department Photos	Paid by Check #53228		07/07/2025	07/18/2025	07/18/2025		07/18/2025	214.50
		Vendor Alejandro Muro Totals				Invoices	1		\$214.50
		Grand Totals				Invoices	308		\$1,542,794.62



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Invoice Number	Invoice Description	Status	Held Reason	Invoice Date	Due Date	G/L Date	Received Date	Payment Date	Invoice Net Amount
Vendor 206 - ADT Security Services, Inc.									
150725116	ADT 6675 Ave. 412 fy 25/26	Paid by Check #53242		07/04/2025	07/25/2025	07/25/2025		07/25/2025	56.90
		Vendor 206 - ADT Security Services, Inc. Totals				Invoices	1		\$56.90
Vendor 263 - Advantek Benefit Administrators									
2507 0011	July 2025	Paid by Check #53243		07/11/2025	07/25/2025	07/25/2025		07/25/2025	100,290.87
Funding 7/18/25	Miscellaneous	Paid by Check #53243		07/18/2025	07/25/2025	07/25/2025		07/25/2025	32,276.10
		Vendor 263 - Advantek Benefit Administrators Totals				Invoices	2		\$132,566.97
Vendor 1599 - Adventist Health Toxicology									
2531	PD - Toxicology Service / June 2025	Paid by Check #53244		07/02/2025	07/25/2025	07/25/2025		07/25/2025	85.00
		Vendor 1599 - Adventist Health Toxicology Totals				Invoices	1		\$85.00
Vendor 1643 - Alta Language Services, Inc.									
IS792690	FY 2026 Bilingual Test July 2025	Paid by Check #53245		06/30/2025	07/25/2025	07/25/2025		07/25/2025	696.00
		Vendor 1643 - Alta Language Services, Inc. Totals				Invoices	1		\$696.00
Vendor 2045 - Angel Armor, LLC									
INV14645	PD - Uniform Carrier Vests / N. Martinez, E. Garay & I. Davalos	Paid by Check #53246		07/22/2025	07/25/2025	07/25/2025		07/25/2025	3,775.70
		Vendor 2045 - Angel Armor, LLC Totals				Invoices	1		\$3,775.70
Vendor 351 - Anthem Blue Cross									
000400975805	Medders 975A79192 8/1/25-8/31/25	Paid by Check #53249		07/04/2025	07/25/2025	07/25/2025		07/25/2025	164.90
000400976125	Hartley 919M97599 8/01/25-8/31/25	Paid by Check #53253		07/04/2025	07/25/2025	07/25/2025		07/25/2025	164.90
000400992846	Magyar 792A24403 8/1/25-8/31/25	Paid by Check #53250		07/04/2025	07/25/2025	07/25/2025		07/25/2025	135.60
000400994695	Tyler 299A24237 8/1/25-8/31/25	Paid by Check #53251		07/04/2025	07/25/2025	07/25/2025		07/25/2025	135.60
000400995280	Harman 532W04713 8/1/25-8/31/25	Paid by Check #53247		07/04/2025	07/25/2025	07/25/2025		07/25/2025	164.90
000400996795	Roberts 102A78783 8/1/25-8/31/25	Paid by Check #53248		07/04/2025	07/25/2025	07/25/2025		07/25/2025	164.90
000402948915	Tyler 141A75193 8/1/25-8/31/25	Paid by Check #53252		07/07/2025	07/25/2025	07/25/2025		07/25/2025	310.12
000402976695	Hartley 925M97595 8/1/25-8/31/25	Paid by Check #53254		07/07/2025	07/25/2025	07/25/2025		07/25/2025	336.03
		Vendor 351 - Anthem Blue Cross Totals				Invoices	8		\$1,576.95
Vendor 2103 - Ava Arias									
Arias24/25-Aqua2	FY24/25-Sports-Reimbursement-Lifeguard swimsuits	Paid by Check #53255		05/23/2025	07/25/2025	07/21/2025	07/17/2025	07/25/2025	66.02
		Vendor 2103 - Ava Arias Totals				Invoices	1		\$66.02
Vendor 665 - Christy Arias									
July 2025	Anthem Reimb 7/1/25-7/31/25	Paid by Check #53256		07/16/2025	07/25/2025	07/25/2025		07/25/2025	342.12
		Vendor 665 - Christy Arias Totals				Invoices	1		\$342.12
Vendor 17 - AT&T									
939103727707/25	FY 24/25 & FY 25/26 PW Telephone 06/10/25-07/09/25	Paid by Check #53271		07/10/2025	07/25/2025	07/25/2025		07/25/2025	35.02



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Summary Listing

Invoice Number	Invoice Description	Status	Held Reason	Invoice Date	Due Date	G/L Date	Received Date	Payment Date	Invoice Net Amount
939105447207/25	FY 24/25 & FY 25/26 PW Telephone 06/10/25-07/09/25	Paid by Check #53272		07/10/2025	07/25/2025	07/25/2025		07/25/2025	61.61
939105447407/25	FY 24/25 & FY 25/26 PW Telephone 06/10/25-07/09/25	Paid by Check #53273		07/10/2025	07/25/2025	07/25/2025		07/25/2025	61.61
939105447507/25	PARKS-REC DEPT 6/10/25-7/9/25	Paid by Check #53257		07/10/2025	07/25/2025	07/25/2025		07/25/2025	31.58
939105447607/25	FY 25/26 Telephone 06/10/25-07/09/25	Paid by Check #53269		07/10/2025	07/25/2025	07/25/2025		07/25/2025	31.58
939105447707/25	FY 25/26 PW Telephone 06/10/25-07/09/25	Paid by Check #53274		07/10/2025	07/25/2025	07/25/2025		07/25/2025	31.58
939105447807/25	FY 25/26 PW Telephone 06/10/25-07/09/25	Paid by Check #53275		07/10/2025	07/25/2025	07/25/2025		07/25/2025	31.58
939106901207/25	PARKS-BOB BARKER 06/10/25-7/09/2025	Paid by Check #53260		07/10/2025	07/25/2025	07/25/2025		07/25/2025	82.82
939105446107/25	FY 25/26 Telephone 06/11/25-07/10/25	Paid by Check #53266		07/11/2025	07/25/2025	07/25/2025		07/25/2025	31.58
939105446207/25	Parks - CS 06/11/25-7/10/25	Paid by Check #53258		07/11/2025	07/25/2025	07/25/2025		07/25/2025	31.58
939105446607/25	FY 25/26 Telephone 06/11/25-07/10/25	Paid by Check #53267		07/11/2025	07/25/2025	07/25/2025		07/25/2025	31.59
939105446707/25	FY 24/25 & FY 25/26 Telephone 06/11/25-07/10/25	Paid by Check #53268		07/11/2025	07/25/2025	07/25/2025		07/25/2025	61.61
9391054470 7/25	7/10/2025	Paid by Check #53264		07/11/2025	07/25/2025	07/25/2025		07/25/2025	31.58
9391054471 7/25	7/10/2025	Paid by Check #53265		07/11/2025	07/25/2025	07/25/2025		07/25/2025	31.58
9391054479 7/25	7/10/2025	Paid by Check #53263		07/11/2025	07/25/2025	07/25/2025		07/25/2025	31.58
9391054740 07/25	PD - 06/11/2025 - 07/10/2025 Billing Charges	Paid by Check #53261		07/11/2025	07/25/2025	07/25/2025		07/25/2025	304.86
939105474107/25	FY 24/25 & FY 25/26 PW Telephone 06/11/25-07/10/25	Paid by Check #53276		07/11/2025	07/25/2025	07/25/2025		07/25/2025	125.55
9391054742 7/25	7/10/2025	Paid by Check #53262		07/11/2025	07/25/2025	07/25/2025		07/25/2025	127.75
939105474407/25	PARKS-PARKS & COMM SRVCE 06/11/25-07/10/25	Paid by Check #53259		07/11/2025	07/25/2025	07/25/2025		07/25/2025	253.65
939105475607/25	FY 24/25 & FY 25/26 Telephone 06/11/25-07/10/25	Paid by Check #53270		07/11/2025	07/25/2025	07/25/2025		07/25/2025	358.54
				Vendor 17 - AT&T Totals	Invoices		20		\$1,788.83
Vendor 861 - Axon Enterprise, Inc.									
INUS361674	PD - Taser 7 Certification Bundle - Year 3 of 5 Payment	Paid by Check #53277		07/15/2025	07/25/2025	07/25/2025		07/25/2025	32,901.45
				Vendor 861 - Axon Enterprise, Inc. Totals	Invoices		1		\$32,901.45
Vendor 1513 - Barnes Welding									
0091688572	barnes supplies FY 24/25	Paid by Check #53278		01/31/2025	07/25/2025	07/25/2025		07/25/2025	32.26
0091692196	barnes supplies FY 24/25	Paid by Check #53278		02/28/2025	07/25/2025	07/25/2025		07/25/2025	32.26
				Vendor 1513 - Barnes Welding Totals	Invoices		2		\$64.52
Vendor 2095 - BCS Consulting, Inc.									
1035	FY 2025-Monthly IT Service - June 2025	Paid by Check #53279		07/16/2025	07/25/2025	07/25/2025		07/25/2025	6,200.00



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Invoice Number	Invoice Description	Status	Held Reason	Invoice Date	Due Date	G/L Date	Received Date	Payment Date	Invoice Net Amount
1036	FY 2025 City Hall Camera Upgrade Installation	Paid by Check #53279		07/16/2025	07/25/2025	07/25/2025		07/25/2025	18,176.95
		Vendor	2095 - BCS Consulting, Inc.	Totals		Invoices	2		\$24,376.95
Vendor	822 - Boundtree Medical LLC								
85847246	Supplies	Paid by Check #53280		07/17/2025	07/25/2025	07/25/2025		07/25/2025	274.93
85848661	Supplies	Paid by Check #53280		07/18/2025	07/25/2025	07/25/2025		07/25/2025	835.36
		Vendor	822 - Boundtree Medical LLC	Totals		Invoices	2		\$1,110.29
Vendor	82 - Carrot-top Industries Inc								
INV141318	CARROT CITY FLAGS OF DINUBA FY 24/25	Paid by Check #53281		06/06/2025	07/25/2025	07/25/2025		07/25/2025	1,054.49
		Vendor	82 - Carrot-top Industries Inc	Totals		Invoices	1		\$1,054.49
Vendor	381 - Cen Cal Distributing Inc.								
355249	FY 24/25 Delivery Charge	Paid by Check #53282		06/01/2025	07/25/2025	07/25/2025		07/25/2025	6.50
355250	FY 24/25 06/19/25 Water Delivery 9 Bottles	Paid by Check #53282		06/19/2025	07/25/2025	07/25/2025		07/25/2025	99.00
		Vendor	381 - Cen Cal Distributing Inc.	Totals		Invoices	2		\$105.50
Vendor	1970 - CenCal Umpire Association								
Dinuba\25-1	FY25/26-Sports-Adult softball referee services-7/8-7/30	Paid by Check #53283		07/17/2025	07/25/2025	07/21/2025	07/17/2025	07/25/2025	1,680.00
		Vendor	1970 - CenCal Umpire Association	Totals		Invoices	1		\$1,680.00
Vendor	1732 - ClearGov Inc.								
2025-16880	FY 2026-Budget Book suite Renewal 07/17/25-07/16/2026	Paid by Check #53284		07/17/2025	07/25/2025	07/25/2025		07/25/2025	10,918.00
		Vendor	1732 - ClearGov Inc.	Totals		Invoices	1		\$10,918.00
Vendor	170 - Comcast								
0148160 07/11/25	FY 26-1390 E Elizabeth Way 07/16/25/-08/15/25	Paid by Check #53285		07/11/2025	07/25/2025	07/25/2025		07/25/2025	519.00
0148178 07/12/25	FY 26 PD 680 S ALTA AVE OFC 07/17/25-08/16/25	Paid by Check #53286		07/12/2025	07/25/2025	07/25/2025		07/25/2025	585.21
		Vendor	170 - Comcast	Totals		Invoices	2		\$1,104.21
Vendor	1273 - Cook's Communications Corp.								
160926	New Truck Equipment	Paid by Check #53287		06/05/2025	07/25/2025	07/25/2025		07/25/2025	5,745.04
		Vendor	1273 - Cook's Communications Corp.	Totals		Invoices	1		\$5,745.04
Vendor	1576 - Creative Asphalt, Inc.								
25-0114	Creative Asphalt- Edward Pl Sealcoat	Paid by Check #53288		07/15/2025	07/25/2025	07/25/2025		07/25/2025	17,850.00
		Vendor	1576 - Creative Asphalt, Inc.	Totals		Invoices	1		\$17,850.00
Vendor	1933 - Danny's Diesel Repair								
20630	DANNYS T-11 FY 25/26	Paid by Check #53289		07/14/2025	07/25/2025	07/25/2025		07/25/2025	140.00
20632	DANNYS P-25 FY 25/26	Paid by Check #53289		07/15/2025	07/25/2025	07/25/2025		07/25/2025	140.00
		Vendor	1933 - Danny's Diesel Repair	Totals		Invoices	2		\$280.00
Vendor	1035 - De Lage Landen Public Finance								
591035821	July 2025	Paid by EFT #3563		07/08/2025	07/25/2025	07/25/2025		07/25/2025	292.95



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Vendor 16 - Ernest Packaging Solutions		Vendor 1035 - De Lage Landen Public Finance Totals			Invoices		1		\$292.95
91190267	FY25/26-Parks-Cleaning/Maintenance Supplies	Paid by Check #53290		07/17/2025	07/25/2025	07/21/2025	07/21/2025	07/25/2025	759.30
		Vendor 16 - Ernest Packaging Solutions Totals			Invoices		1		\$759.30
Vendor 36 - Ewing Irrigation Products									
26747601	FY25/26-Sports-Baseball field prep supplies-clay	Paid by Check #53291		07/07/2025	07/25/2025	07/21/2025	07/08/2025	07/25/2025	73.44
26808532	ewing supplies FY 25/26	Paid by Check #53291		07/10/2025	07/25/2025	07/25/2025		07/25/2025	196.30
		Vendor 36 - Ewing Irrigation Products Totals			Invoices		2		\$269.74
Vendor 18 - The Gas Company									
1641156700707/25	FY 25/26 110 S College Ave	Paid by Check #53295		07/07/2025	07/25/2025	07/25/2025		07/25/2025	40.39
	06/03/25-07/02/25								
1683513818707/25	SOCALGAS- 180 W Merced St Unit A FY 24/25	Paid by Check #53292		07/07/2025	07/25/2025	07/25/2025		07/25/2025	17.22
1285520359707/25	FY 25/26 1088 E KAMM AVE	Paid by Check #53294		07/08/2025	07/25/2025	07/25/2025		07/25/2025	42.91
	06/04/25-07/03/25								
0865742471207/25	FY 25/26 Natural Gas Vehicle Fuel	Paid by Check #53293		07/09/2025	07/25/2025	07/25/2025		07/25/2025	3,662.95
	06/01/25-07/01/25								
		Vendor 18 - The Gas Company Totals			Invoices		4		\$3,763.47
Vendor 139 - Henry Schein Inc.									
44184027	Supplies	Paid by Check #53296		07/17/2025	07/25/2025	07/25/2025		07/25/2025	665.67
		Vendor 139 - Henry Schein Inc. Totals			Invoices		1		\$665.67
Vendor 1806 - Sergio Hernandez									
Reimbursement6	Paramedic Program	Paid by Check #53297		07/21/2025	07/25/2025	07/25/2025		07/25/2025	505.27
		Vendor 1806 - Sergio Hernandez Totals			Invoices		1		\$505.27
Vendor 636 - Abel Iriarte									
PISMO20251	PD - TCCA Executive Workshop 2025 / Pismo Beach 93449	Paid by Check #53298		07/21/2025	07/25/2025	07/25/2025		07/25/2025	301.00
		Vendor 636 - Abel Iriarte Totals			Invoices		1		\$301.00
Vendor 5 - Jorgensen & Co.									
6199337	FY24/25-Sportsplex-Fire alarm repairs 6/24/25	Paid by Check #53299		06/27/2025	07/25/2025	07/21/2025	07/16/2025	07/25/2025	175.86
		Vendor 5 - Jorgensen & Co. Totals			Invoices		1		\$175.86
Vendor 2218 - Jumps R Us									
14547	FY25/26-Special Events-Inflatables-Frozen Fun Fest Event 8/5/25	Paid by Check #53300		07/14/2025	07/25/2025	07/21/2025	07/14/2025	07/25/2025	799.01
14548	FY25/26-Special Events-Inflatables-End of Summer SFP 7/25/25	Paid by Check #53300		07/16/2025	07/25/2025	07/21/2025	07/16/2025	07/25/2025	493.35
		Vendor 2218 - Jumps R Us Totals			Invoices		2		\$1,292.36
Vendor 1403 - Kings Industrial Occupational Medical Center, Inc.									
294725	Gerster	Paid by Check #53301		07/08/2025	07/25/2025	07/25/2025		07/25/2025	766.72



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Vendor 1403 - Kings Industrial Occupational Medical Center, Inc. Totals									
Invoices							1		\$766.72
Vendor 1747 - KRC Safety Co Inc									
68485	krc asphalt FY 24/25	Paid by Check #53302		05/14/2025	07/25/2025	07/25/2025		07/25/2025	2,050.65
69456	krc asphalt FY 25/26	Paid by Check #53302		07/11/2025	07/25/2025	07/25/2025		07/25/2025	4,101.30
69571	krc no trespassing sign FY 25/26	Paid by Check #53302		07/18/2025	07/25/2025	07/25/2025		07/25/2025	4,148.17
Vendor 1747 - KRC Safety Co Inc Totals							Invoices	3	\$10,300.12
Vendor 796 - L.N. Curtis & Sons									
INV1009873	Equipment	Paid by Check #53303		06/27/2025	07/25/2025	07/25/2025		07/25/2025	4,085.02
Vendor 796 - L.N. Curtis & Sons Totals							Invoices	1	\$4,085.02
Vendor 1324 - Lawrence Tractor Co., Inc.									
751064	LAWRENCE P-30 FY 25/26	Paid by Check #53304		07/15/2025	07/25/2025	07/25/2025		07/25/2025	218.54
751298	LAWRENCE SHOP SUPPLIES FY 25/26	Paid by Check #53304		07/16/2025	07/25/2025	07/25/2025		07/25/2025	431.08
751299	LAWRENCE P-30 FY 25/26	Paid by Check #53304		07/16/2025	07/25/2025	07/25/2025		07/25/2025	1,666.48
Vendor 1324 - Lawrence Tractor Co., Inc. Totals							Invoices	3	\$2,316.10
Vendor 449 - Les Schwab Tire Centers of Central California									
55100367593	LES SCHWAB M-732 FY 25/26	Paid by Check #53305		07/16/2025	07/25/2025	07/25/2025		07/25/2025	840.02
Vendor 449 - Les Schwab Tire Centers of Central California Totals							Invoices	1	\$840.02
Vendor 1840 - Abby Meave									
Meave25/26-Aqua1	FY25/26-Sports-Reimbursement-Lifeguard swimsuit	Paid by Check #53306		07/09/2025	07/25/2025	07/21/2025	07/17/2025	07/25/2025	59.02
Vendor 1840 - Abby Meave Totals							Invoices	1	\$59.02
Vendor 142 - Office Depot BSD									
424463381001	odp office supplies FY 24/25	Paid by Check #53307		05/21/2025	07/25/2025	07/25/2025		07/25/2025	221.22
424463249001	odp office supplies FY 24/25	Paid by Check #53307		05/29/2025	07/25/2025	07/25/2025		07/25/2025	264.73
426248471001	odp office supplies FY 24/25	Paid by Check #53307		06/05/2025	07/25/2025	07/25/2025		07/25/2025	260.40
421624979001	odp office supplies credit FY 24/25	Paid by Check #53307		06/13/2025	07/25/2025	07/25/2025		07/25/2025	(264.73)
421666046001	odp office supplies credit FY 24/25	Paid by Check #53307		06/13/2025	07/25/2025	07/25/2025		07/25/2025	(221.22)
431169516001	FY 26-Office Supplies	Paid by Check #53307		07/16/2025	07/25/2025	07/25/2025		07/25/2025	45.98
431175292001	FY 26 Breakroom Supplies	Paid by Check #53307		07/16/2025	07/25/2025	07/25/2025		07/25/2025	26.43
Vendor 142 - Office Depot BSD Totals							Invoices	7	\$332.81
Vendor 1708 - James Olvera									
August 2025	Anthem Reimb 08/01/25-08/31/25	Paid by Check #53308		07/17/2025	07/25/2025	07/25/2025		07/25/2025	366.65
Vendor 1708 - James Olvera Totals							Invoices	1	\$366.65
Vendor 1773 - Pace Supply Corp.									
1910607393	pace supplies FY 25/26	Paid by Check #53309		07/10/2025	07/25/2025	07/25/2025		07/25/2025	937.42
1910582434	pace supplies FY 25/26	Paid by Check #53309		07/11/2025	07/25/2025	07/25/2025		07/25/2025	974.40
1910582434-1	pace supplies FY 25/26	Paid by Check #53309		07/15/2025	07/25/2025	07/25/2025		07/25/2025	24.28
1910618359	pace supplies FY 25/26	Paid by Check #53309		07/15/2025	07/25/2025	07/25/2025		07/25/2025	3,583.19
Vendor 1773 - Pace Supply Corp. Totals							Invoices	4	\$5,519.29



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Vendor 76 - Pacific Gas & Electric									
2459149581707/25	FY24/25 PW SW SW 7-16-24 05/27/25-06/25/25	Paid by Check #53326		07/02/2025	07/25/2025	07/25/2025		07/25/2025	20,039.11
1344455159507/25	FY 24/25 & FY 25/26 PW NW COR M & VENTURA AVE 06/05/25 -07/07/25	Paid by Check #53321		07/08/2025	07/25/2025	07/25/2025		07/25/2025	122.38
2104753778807/25	FY24/25 & FY25/26 155 W Merced Ave 06/05/25-07/07/25	Paid by Check #53325		07/08/2025	07/25/2025	07/25/2025		07/25/2025	103.52
4475716051807/25	PGE 180 W MERCED STE A 6/5/25-7/7/25 FY24/25	Paid by Check #53317		07/08/2025	07/25/2025	07/25/2025		07/25/2025	1,766.25
6058049267007/25	FY 24/25 & FY 25/26 148 S M ST 06/05/25-07/07/25	Paid by Check #53330		07/08/2025	07/25/2025	07/25/2025		07/25/2025	66.19
7681012419807/25	PGE 180 W MERCED STE C 6/5/25-7/7/25 FY24/25	Paid by Check #53319		07/08/2025	07/25/2025	07/25/2025		07/25/2025	556.93
8607273249707/25	Parks-L&L-1001 E El Paso Ave 06/05/25-07/07/25	Paid by Check #53313		07/08/2025	07/25/2025	07/25/2025		07/25/2025	38.33
9750865237307/25	PGE 180 W MERCED STE B 6/5/25-7/7/25 FY24/25	Paid by Check #53318		07/08/2025	07/25/2025	07/25/2025		07/25/2025	45.53
169314496940725	Parks-N/Kamm E/Green 06/06/25 -07/08/25	Paid by Check #53314		07/09/2025	07/25/2025	07/25/2025		07/25/2025	539.95
1834091213007/25	FY 25/26 PW 100 N Marshall Ave 06/06/25-07/08/25	Paid by Check #53323		07/09/2025	07/25/2025	07/25/2025		07/25/2025	1.84
35474471071 7/25	420 E TULARE ST 6/5/2025 - 7/7/2025	Paid by Check #53316		07/09/2025	07/25/2025	07/25/2025		07/25/2025	1,605.93
4964113683007/25	FY24/25 & FY25/26 Milsap & Myrtle Alley 06/05/25-07/07/25	Paid by Check #53327		07/09/2025	07/25/2025	07/25/2025		07/25/2025	118.52
5167308560407/25	FY 24/25 & FY 25/26 S/E Kamm & Alta 06/06/25-07/08/25	Paid by Check #53329		07/09/2025	07/25/2025	07/25/2025		07/25/2025	321.81
6021181187607/25	Parks-201 N Uruapan way 06/05/25-07/07/25	Paid by Check #53311		07/09/2025	07/25/2025	07/25/2025		07/25/2025	3,129.22
61830544740 7/25	496 E TULARE ST 6/5/2025- 7/7/2025	Paid by Check #53315		07/09/2025	07/25/2025	07/25/2025		07/25/2025	3,131.85
6724721106207/25	FY 24/25 & FY 25/26 Tulare & L ST 06/06/25-07/08/25	Paid by Check #53331		07/09/2025	07/25/2025	07/25/2025		07/25/2025	133.69
6766387770107/25	FY 24/25 & FY 25/26 Tulare & L ST 06/06/25-07/08/25	Paid by Check #53332		07/09/2025	07/25/2025	07/25/2025		07/25/2025	83.31
7748430711907/25	Parks-1133 S College Ave 06/06/25-07/08/25	Paid by Check #53312		07/09/2025	07/25/2025	07/25/2025		07/25/2025	39.99
1349716235707/25	FY 24/25 & FY 25/26 Kamm & Green Ave 06/06/25-07/08/25	Paid by Check #53322		07/10/2025	07/25/2025	07/25/2025		07/25/2025	7,975.79
2946520700807/25	PARKS-L&L-VARIOUS 06/09/25- 07/09/25	Paid by Check #53310		07/10/2025	07/25/2025	07/25/2025		07/25/2025	251.45
5027356573407/25	FY24/25 & FY25/26 Randle Ave 06/09/25-07/09/25	Paid by Check #53328		07/10/2025	07/25/2025	07/25/2025		07/25/2025	81.39
7314274871107/25	PARKS-VARIOUS 05/27/25- 07/09/25	Paid by Check #53320		07/10/2025	07/25/2025	07/25/2025		07/25/2025	5,081.61



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8744095279107/25	FY 25/26 301 E Kamm Ave 06/06/25-07/08/25	Paid by Check #53333		07/10/2025	07/25/2025	07/25/2025		07/25/2025	29.32
2073277197507/25	FY24/25 & FY25/26 1088 E KAMM AVE 6/9/25-7/9/25-6/17/25- 7/16/25	Paid by Check #53324		07/11/2025	07/25/2025	07/25/2025		07/25/2025	875.08
			Vendor 76 - Pacific Gas & Electric Totals			Invoices	24		\$46,138.99
Vendor 2220 - Pacific Marine Center									
07/21/2025	Pacific Marine Center- Boat for WWTP	Paid by Check #53334		07/21/2025	07/25/2025	07/25/2025		07/25/2025	4,723.10
			Vendor 2220 - Pacific Marine Center Totals			Invoices	1		\$4,723.10
Vendor 265 - Pape Machinery Inc.									
16261117	PAPE MACHINERY WWRP-07 FY 25/26	Paid by Check #53335		07/16/2025	07/25/2025	07/25/2025		07/25/2025	497.62
			Vendor 265 - Pape Machinery Inc. Totals			Invoices	1		\$497.62
Vendor 33 - R & S Erection of Fresno County									
142001	Repairs	Paid by Check #53336		07/16/2025	07/25/2025	07/25/2025		07/25/2025	521.15
			Vendor 33 - R & S Erection of Fresno County Totals			Invoices	1		\$521.15
Vendor 38 - Reedley Irrigation System									
RIS-POS02-66858	REEDLEY IRRIGATION SUPPLIES FY 25/26	Paid by Check #53337		07/07/2025	07/25/2025	07/25/2025		07/25/2025	218.45
			Vendor 38 - Reedley Irrigation System Totals			Invoices	1		\$218.45
Vendor 221 - Rene G. Ortega Concrete									
2832	RENE ORTEGA CONCRETE REPAIR FY 25/26	Paid by Check #53338		07/17/2025	07/25/2025	07/25/2025		07/25/2025	2,200.00
			Vendor 221 - Rene G. Ortega Concrete Totals			Invoices	1		\$2,200.00
Vendor 817 - Maribel Reynosa									
TNR2025-6	PD - Feral Cat Trap & Release Program Voucher - Reimbursement	Paid by Check #53339		07/21/2025	07/25/2025	07/25/2025		07/25/2025	250.00
			Vendor 817 - Maribel Reynosa Totals			Invoices	1		\$250.00
Vendor 61 - Silvas Oil Company Inc.									
627008	SILVAS DIESEL FUEL FY 25/26	Paid by Check #53340		07/07/2025	07/25/2025	07/25/2025		07/25/2025	1,249.92
			Vendor 61 - Silvas Oil Company Inc. Totals			Invoices	1		\$1,249.92
Vendor 247 - State Center Community College District									
19341700	PD - Field Training Program SAC - Sect 45494 / Jose Aguayo	Paid by Check #53341		07/16/2025	07/25/2025	07/25/2025		07/25/2025	59.00
			Vendor 247 - State Center Community College District Totals			Invoices	1		\$59.00
Vendor 121 - State of California									
SALES TAX 2025	FY 2025 Sales and Use Tax 097- 315556	Paid by EFT #3594		07/23/2025	07/23/2025	07/23/2025		07/23/2025	17,183.92
			Vendor 121 - State of California Totals			Invoices	1		\$17,183.92
Vendor 1442 - Superior Pool Products, LLC									
50617858	FY25/26-Parks-Entertainment plaza-Splash pad maintenance	Paid by Check #53342		07/16/2025	07/25/2025	07/21/2025	07/17/2025	07/25/2025	166.38



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Q2031694	Superior pool products FY 25/26	Paid by Check #53342		07/16/2025	07/25/2025	07/25/2025			1,168.91
		Vendor 1442 - Superior Pool Products, LLC Totals				Invoices	2		\$1,335.29
Vendor 846 - Thomson Reuters - West									
852273028	PD - Federal Criminal Code & Rules - July 2025	Paid by Check #53343		07/15/2025	07/25/2025	07/25/2025		07/25/2025	162.75
		Vendor 846 - Thomson Reuters - West Totals				Invoices	1		\$162.75
Vendor 2202 - Toasty Graphix									
Rec020	FY24/25-Sports-Aquatics staff shirts	Paid by Check #53344		06/17/2025	07/25/2025	07/21/2025	07/16/2025	07/25/2025	262.50
Rec021	FY24/25-Sports-Baseball/softball/Coaches - all-star shirts	Paid by Check #53344		06/17/2025	07/25/2025	07/21/2025	07/16/2025	07/25/2025	344.50
		Vendor 2202 - Toasty Graphix Totals				Invoices	2		\$607.00
Vendor 1633 - Toyota Industries Commercial Finance, Inc.									
4004478451	Toyota Commercial Finance-Toyota Lease	Paid by Check #53345		06/26/2025	07/25/2025	07/25/2025		07/25/2025	296.74
		Vendor 1633 - Toyota Industries Commercial Finance, Inc. Totals				Invoices	1		\$296.74
Vendor 561 - America Trevino									
July 2025	Anthem Reimb 7/1/25-7/31/25	Paid by Check #53346		07/17/2025	07/25/2025	07/25/2025		07/25/2025	349.37
		Vendor 561 - America Trevino Totals				Invoices	1		\$349.37
Vendor 658 - Eric Trevino									
PISMO20252	PD - TCCA Executive Workshop 2025 / Pismo Beach 93449	Paid by Check #53347		07/21/2025	07/25/2025	07/25/2025		07/25/2025	129.00
		Vendor 658 - Eric Trevino Totals				Invoices	1		\$129.00
Vendor 58 - Underground Service Alert									
2025115101	usan membership fee FY 25/26	Paid by Check #53348		07/21/2025	07/25/2025	07/25/2025		07/25/2025	1,331.15
		Vendor 58 - Underground Service Alert Totals				Invoices	1		\$1,331.15
Vendor 1702 - US Bank Corporate Payment System									
0391 07/11/25	FY 24/25 & FY 25/26 Crystal Garza	Paid by EFT #3584		07/11/2025	07/25/2025	07/25/2025		07/25/2025	2,900.21
0417 07/11/25	FY 24/25 & FY 25/26 Mayra Sanchez	Paid by EFT #3569		07/11/2025	07/25/2025	07/25/2025		07/25/2025	589.29
0425 07/11/25	FY 24/25 & FY 25/26 Alexis Arroyo	Paid by EFT #3570		07/11/2025	07/25/2025	07/25/2025		07/25/2025	235.10
0714 7/11/2025	Greg	Paid by EFT #3567		07/11/2025	07/25/2025	07/25/2025		07/25/2025	1,169.90
0745 07/11/25	FY 24/25 & FY 25/26 Recreation	Paid by EFT #3585		07/11/2025	07/25/2025	07/25/2025		07/25/2025	429.60
0839 07/11/25	FY 24/25 & FY 25/26 Maria Alaniz	Paid by EFT #3571		07/11/2025	07/25/2025	07/25/2025		07/25/2025	465.00
2158 07/11/25	FY 24/25 & FY 25/26 Heather Leiferman	Paid by EFT #3586		07/11/2025	07/25/2025	07/25/2025		07/25/2025	997.28
2192 07/11/25	FY 24/25 Maricela Montoya	Paid by EFT #3587		07/11/2025	07/25/2025	07/25/2025		07/25/2025	998.70
3091 07/11/25	FY 24/25 & FY 25/26 Karina Solis	Paid by EFT #3572		07/11/2025	07/25/2025	07/25/2025		07/25/2025	1,751.89
3437 7/11/2025	FD	Paid by EFT #3564		07/11/2025	07/25/2025	07/25/2025		07/25/2025	1,458.10
3780 07/11/25	FY 24/25 & FY 25/26 Elijah Luna	Paid by EFT #3588		07/11/2025	07/25/2025	07/25/2025		07/25/2025	3,457.79
4228 07/11/25	FY 24/25 & FY 25/26 David Little	Paid by EFT #3577		07/11/2025	07/25/2025	07/25/2025		07/25/2025	923.67



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4438 07/11/25	FY 24/25-Luz Torres	Paid by EFT #3573		07/11/2025	07/25/2025	07/25/2025		07/25/2025	1,584.01
4533 07/11/25	FY 25/26 Stephanie Hurtado	Paid by EFT #3589		07/11/2025	07/25/2025	07/25/2025		07/25/2025	10.99
4668 07/11/25	FY 24/25 & FY 25/26 Police Department	Paid by EFT #3574		07/11/2025	07/25/2025	07/25/2025		07/25/2025	1,076.70
4970 07/11/25	FY 24/25 & FY 25/26 Michele Tapia	Paid by EFT #3590		07/11/2025	07/25/2025	07/25/2025		07/25/2025	815.43
5366 07/11/25	FY 24/25 & FY 25/26 Pablo Velasquez	Paid by EFT #3578		07/11/2025	07/25/2025	07/25/2025		07/25/2025	392.39
5855 7/11/2025	Dustin	Paid by EFT #3566		07/11/2025	07/25/2025	07/25/2025		07/25/2025	929.30
6020 07/11/25	FY 24/25 Denis Richardson	Paid by EFT #3579		07/11/2025	07/25/2025	07/25/2025		07/25/2025	94.29
6393 07/11/25	FY 24/25 & FY 25/26 Brandon Enriquez	Paid by EFT #3580		07/11/2025	07/25/2025	07/25/2025		07/25/2025	680.07
6510 7/11/25	Joanne	Paid by EFT #3568		07/11/2025	07/25/2025	07/25/2025		07/25/2025	1,315.78
6999 07/11/25	FY 24/25 & FY 25/26 Steve Barron	Paid by EFT #3581		07/11/2025	07/25/2025	07/25/2025		07/25/2025	4,668.79
7468 07/11/25	FY 24/25 George Avila	Paid by EFT #3582		07/11/2025	07/25/2025	07/25/2025		07/25/2025	433.98
7494 07/11/25	FY 24/25 Joshua Ruzicka	Paid by EFT #3591		07/11/2025	07/25/2025	07/25/2025		07/25/2025	1,499.78
7580 07/11/25	FY 24/25 Public Works	Paid by EFT #3583		07/11/2025	07/25/2025	07/25/2025		07/25/2025	278.48
7832 07/11/25	FY 24/25 & FY 25/26 Daniel James	Paid by EFT #3576		07/11/2025	07/25/2025	07/25/2025		07/25/2025	335.50
8971 07/11/25	FY 24/25 Abel Iriarte	Paid by EFT #3575		07/11/2025	07/25/2025	07/25/2025		07/25/2025	174.47
9993 07/11/25	FY 24/25 & FY 25/26 Librado Montes	Paid by EFT #3592		07/11/2025	07/25/2025	07/25/2025		07/25/2025	1,284.42
4210 7/11/2025	Michelle	Paid by EFT #3565		07/25/2025	07/25/2025	07/25/2025		07/25/2025	1,626.61
Vendor 154 - USA Bluebook		Vendor 1702 - US Bank Corporate Payment System Totals		Invoices		29			\$32,577.52
INV00767889	USABUEBOOK SUPPLIES FY 25/26	Paid by Check #53349		07/15/2025	07/25/2025	07/25/2025		07/25/2025	533.93
Vendor 154 - USA Bluebook Totals		Invoices		1					\$533.93
Vendor 359 - Valero Marketing & Supply Company		Vendor 359 - Valero Marketing & Supply Company Totals		Invoices		1			\$8,979.84
105975282	FY 24/25 & FY 25/26 PW Fuel for June/July 2025	Paid by EFT #3593		07/06/2025	07/25/2025	07/25/2025		07/25/2025	8,979.84
Vendor 354 - Verizon Wireless		Vendor 354 - Verizon Wireless Totals		Invoices		2			\$1,509.01
6117980207	FY 24/25 & FY 25/26 Verizon pw	Paid by Check #53350		07/07/2025	07/25/2025	07/25/2025		07/25/2025	1,228.50
6118536048	FY 24/25 & FY 25/26 CMO /Council 06/15/25-07/14/25	Paid by Check #53351		07/14/2025	07/25/2025	07/25/2025		07/25/2025	280.51
Vendor 21 - Vestis Services LLC		Vendor 21 - Vestis Services LLC Totals		Invoices		1			\$60.25
5031594742	FY25/26-Parks-Uniform allowance-Parks staff	Paid by Check #53352		07/16/2025	07/25/2025	07/21/2025	07/18/2025	07/25/2025	60.25
Vendor 820 - Vulcan Materials Company		Vendor 820 - Vulcan Materials Company Totals		Invoices		1			\$534.99
3759048	vulcan Base rock FY 24/25	Paid by Check #53353		06/25/2025	07/25/2025	07/25/2025		07/25/2025	534.99



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Vendor 820 - Vulcan Materials Company Totals				Invoices			1		\$534.99
Vendor 1313 - Yepez Plumbing									
09933	FY 25 Water Line Repairs to Kennels	Paid by Check #53354		06/02/2025	07/25/2025	07/25/2025		07/25/2025	9,284.27
10873	Yepez- REplace Toilets KC Park	Paid by Check #53354		07/07/2025	07/25/2025	07/25/2025		07/25/2025	360.00
Vendor 1313 - Yepez Plumbing Totals				Invoices			2		\$9,644.27
Grand Totals				Invoices			169		\$401,849.57



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Vendor 1143 - AAA Quality Services, Inc.									
00028427	FY24/25-Parks-Credit on Acct-Neb. Park-Porta-potty clean srvc.	Paid by Check #53356		03/18/2025	08/01/2025	08/01/2025	07/28/2025	08/01/2025	(120.00)
00358910	FY25/26-Parks-Nebraska Park-Porta-potty cleaning srvc.-2 units	Paid by Check #53356		07/26/2025	08/01/2025	08/01/2025	07/28/2025	08/01/2025	497.70
00358911	FY25/26-Cent. Park-Porta-potty cleaning srvc.-2 units	Paid by Check #53356		07/26/2025	08/01/2025	08/01/2025	07/28/2025	08/01/2025	497.70
00358912	FY25/26-Parks-Vuich Park-Porta-Potty cleaning srvc.-1 unit	Paid by Check #53356		07/26/2025	08/01/2025	08/01/2025	07/28/2025	08/01/2025	130.20
Vendor 1143 - AAA Quality Services, Inc. Totals							Invoices	4	\$1,005.60
Vendor 206 - ADT Security Services, Inc.									
1152358619	ADT 6675 Ave. 412 FY 25/26	Paid by Check #53357		07/13/2025	08/01/2025	08/01/2025		08/01/2025	182.82
Vendor 206 - ADT Security Services, Inc. Totals							Invoices	1	\$182.82
Vendor 263 - Advantek Benefit Administrators									
Funding 07/25/25	Miscellaneous	Paid by Check #53358		07/25/2025	08/01/2025	08/01/2025		08/01/2025	24,328.37
Vendor 263 - Advantek Benefit Administrators Totals							Invoices	1	\$24,328.37
Vendor 1222 - Jose Aguayo Cruz									
070907112025	PD - Field Training Program/SAC - Lunch Reimbursement	Paid by Check #53359		07/24/2025	08/01/2025	08/01/2025		08/01/2025	52.46
Vendor 1222 - Jose Aguayo Cruz Totals							Invoices	1	\$52.46
Vendor 1895 - Allbritten The Barefoot Plumber									
177127135	Freon recharge for council chambers	Paid by Check #53360		06/21/2024	08/01/2025	08/01/2025		08/01/2025	900.00
Vendor 1895 - Allbritten The Barefoot Plumber Totals							Invoices	1	\$900.00
Vendor 20 - Ameritas Life Insurance									
7/1/25-7/31/25	010-007745-00000	Paid by Check #53361		07/10/2025	08/01/2025	08/01/2025		08/01/2025	25,953.76
Vendor 20 - Ameritas Life Insurance Totals							Invoices	1	\$25,953.76
Vendor 17 - AT&T									
9391054736 07/25	PD - 06/20/2025 - 07/19/2025 Billing Charges	Paid by Check #53362		07/20/2025	08/01/2025	08/01/2025		08/01/2025	131.24
Vendor 17 - AT&T Totals							Invoices	1	\$131.24
Vendor 2095 - BCS Consulting, Inc.									
1038	FY25/26-Parks-Services-3 network drops to Parks office	Paid by Check #53363		07/24/2025	08/01/2025	08/01/2025	07/25/2025	08/01/2025	585.00
1039	FY25/26-Comm. Srvc.-Replace stolen camera-Rec-Material/labor	Paid by Check #53363		07/24/2025	08/01/2025	08/01/2025	07/24/2025	08/01/2025	761.73
1040	FY 24/25 City Hall Camera Old Camera Removal	Paid by Check #53363		07/24/2025	08/01/2025	08/01/2025		08/01/2025	3,900.00
1041	FY 24/25 Card Reader Installation	Paid by Check #53363		07/24/2025	08/01/2025	08/01/2025		08/01/2025	4,460.00
Vendor 2095 - BCS Consulting, Inc. Totals							Invoices	4	\$9,706.73
Vendor 2201 - BlueTriton Brands, Inc.									
05G8730269225	PD - Water Cooler Service	Paid by Check #53364		07/24/2025	08/01/2025	08/01/2025		08/01/2025	249.71
Vendor 2201 - BlueTriton Brands, Inc. Totals							Invoices	1	\$249.71
Vendor 116 - BSK Associates									



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AI17055	bsk bacti report FY 25/26	Paid by Check #53365		07/02/2025	08/01/2025	08/01/2025		08/01/2025	176.00
AI17740	bsk bacti report FY 25/26	Paid by Check #53365		07/10/2025	08/01/2025	08/01/2025		08/01/2025	176.00
AI18257	bsk bacti report FY 25/26	Paid by Check #53365		07/10/2025	08/01/2025	08/01/2025		08/01/2025	176.00
			Vendor 116 - BSK Associates	Totals		Invoices	3		\$528.00
Vendor 305 - Cartozian Air Conditioning and Heating Inc.									
20901	FY25/26-Comm. Svcs.- Repair/Maint- HVAC unit- Rec Center	Paid by Check #53366		07/16/2025	08/01/2025	08/01/2025	07/23/2025	08/01/2025	255.20
			Vendor 305 - Cartozian Air Conditioning and Heating Inc.	Totals		Invoices	1		\$255.20
Vendor 215 - Chad's Auto Glass									
106168	chad's pd-14 FY 25/26	Paid by Check #53367		07/21/2025	08/01/2025	08/01/2025		08/01/2025	624.32
			Vendor 215 - Chad's Auto Glass	Totals		Invoices	1		\$624.32
Vendor 333 - Cintas Corporation No. 2									
5282164805	FY25/26-Comm. Svcs.-First aid supply- restock	Paid by Check #53368		07/22/2025	08/01/2025	08/01/2025	07/23/2025	08/01/2025	22.58
			Vendor 333 - Cintas Corporation No. 2	Totals		Invoices	1		\$22.58
Vendor 805 - Dave Turney & Assoc. LLC									
8720	FY24/25-Parks-Pesticide Handlers Training-3 students	Paid by Check #53369		05/28/2025	08/01/2025	08/01/2025	07/25/2025	08/01/2025	230.00
			Vendor 805 - Dave Turney & Assoc. LLC	Totals		Invoices	1		\$230.00
Vendor 309 - Elbert Distributing									
25196880	elbert distributing inventory FY 25/26	Paid by Check #53370		07/21/2025	08/01/2025	08/01/2025		08/01/2025	340.34
			Vendor 309 - Elbert Distributing	Totals		Invoices	1		\$340.34
Vendor 36 - Ewing Irrigation Products									
26816045	FY25/26-Parks-Irrigation parts/supplies	Paid by Check #53371		07/11/2025	08/01/2025	08/01/2025	07/21/2025	08/01/2025	612.32
26816118	FY25/26-L&L Parkside- Irrigation parts/supplies	Paid by Check #53371		07/11/2025	08/01/2025	08/01/2025	07/21/2025	08/01/2025	161.19
26935333	FY25/26-Parks-Irrigation parts/supplies-Merced	Paid by Check #53371		07/21/2025	08/01/2025	08/01/2025	07/28/2025	08/01/2025	39.82
26962027	FY25/26-Parks-Irrigation parts/supplies-bowling alley parking	Paid by Check #53371		07/22/2025	08/01/2025	08/01/2025	07/28/2025	08/01/2025	90.80
			Vendor 36 - Ewing Irrigation Products	Totals		Invoices	4		\$904.13
Vendor 1351 - Grant's AC & Heating Inc.									
103400	PD - A/C Units Condensation Build-Up Plumbing Maint.	Paid by Check #53372		07/18/2025	08/01/2025	08/01/2025		08/01/2025	180.00
			Vendor 1351 - Grant's AC & Heating Inc.	Totals		Invoices	1		\$180.00
Vendor 1431 - Patricia Hartman									
August 2025	Anthem Reimb 08/01/25-08/31/25	Paid by Check #53373		07/24/2025	08/01/2025	08/01/2025		08/01/2025	164.90
			Vendor 1431 - Patricia Hartman	Totals		Invoices	1		\$164.90
Vendor 1150 - Hoffman Security									



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730568	FY25/26-Senior Center-Alarm monitoring srvc.-8/1/25-8/31/25	Paid by Check #53374		07/20/2025	08/01/2025	08/01/2025	07/20/2025	08/01/2025	117.00
Vendor 1150 - Hoffman Security Totals									Invoices 1 <u>\$117.00</u>
Vendor 928 - Intoximeters									
792954	PD - PAS Device Repairs	Paid by Check #53375		07/24/2025	08/01/2025	08/01/2025		08/01/2025	122.86
Vendor 928 - Intoximeters Totals									Invoices 1 <u>\$122.86</u>
Vendor 133 - J & D Lighting & Alarm									
400343	FY25/26-Parks-Alarm-Srvc. Call-Parks Shop-repair alarm pad	Paid by Check #53376		07/24/2025	08/01/2025	08/01/2025	07/24/2025	08/01/2025	150.00
Vendor 133 - J & D Lighting & Alarm Totals									Invoices 1 <u>\$150.00</u>
Vendor 1718 - JCL Company, LLC									
07082522744	JCL shop tool FY 25/26	Paid by Check #53377		07/08/2025	08/01/2025	08/01/2025		08/01/2025	102.26
Vendor 1718 - JCL Company, LLC Totals									Invoices 1 <u>\$102.26</u>
Vendor 2218 - Jumps R Us									
14575	FY25/26-Special Events/Fund 191 -Frozen Fun Fest event 8/5/25	Paid by Check #53378		07/25/2025	08/01/2025	08/01/2025	07/25/2025	08/01/2025	804.38
14583	FY25/26-Youth Srvc.-Last day of SFP bounce house rental-7/25/25	Paid by Check #53379		07/25/2025	08/01/2025	08/01/2025	07/25/2025	08/01/2025	386.10
Vendor 2218 - Jumps R Us Totals									Invoices 2 <u>\$1,190.48</u>
Vendor 1917 - Kimball Midwest									
103584822	kimball supplies FY 25/26	Paid by Check #53380		07/23/2025	08/01/2025	08/01/2025		08/01/2025	247.18
Vendor 1917 - Kimball Midwest Totals									Invoices 1 <u>\$247.18</u>
Vendor 2191 - Leo's Nursery, Inc.									
21814	FY25/26-L&L-Viscaya Park Landscaping	Paid by Check #53381		07/21/2025	08/01/2025	08/01/2025	07/23/2025	08/01/2025	727.32
Vendor 2191 - Leo's Nursery, Inc. Totals									Invoices 1 <u>\$727.32</u>
Vendor 449 - Les Schwab Tire Centers of Central California									
55100366912	LES SCHWAB M-737 FY 25/26	Paid by Check #53382		07/07/2025	08/01/2025	08/01/2025		08/01/2025	280.04
Vendor 449 - Les Schwab Tire Centers of Central California Totals									Invoices 1 <u>\$280.04</u>
Vendor 1723 - Matson Alarm Co, Inc.									
6735108	FY25/26-Sportsplex-Alarm monitoring 8/1/25-8/31/25	Paid by Check #53383		08/01/2025	08/01/2025	08/01/2025	07/24/2025	08/01/2025	110.77
Vendor 1723 - Matson Alarm Co, Inc. Totals									Invoices 1 <u>\$110.77</u>
Vendor 1797 - David Mendoza									
July 2025	Anthem Reimb 7/1/25-7/31/25	Paid by Check #53384		07/24/2025	08/01/2025	08/01/2025		08/01/2025	356.85
Vendor 1797 - David Mendoza Totals									Invoices 1 <u>\$356.85</u>
Vendor 1943 - Mineral King Publishing, Inc									
718236	MidValley- Public Notice- MTV Whitney Water FY24/25	Paid by Check #53385		06/12/2025	08/01/2025	08/01/2025		08/01/2025	1,472.50
718237	MidValley- Public Notice- MTV East Park Way FY 24/25	Paid by Check #53385		06/12/2025	08/01/2025	08/01/2025		08/01/2025	1,472.50
Vendor 1943 - Mineral King Publishing, Inc Totals									Invoices 2 <u>\$2,945.00</u>
Vendor 589 - Rosa Montanez									



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August 2025	Anthem Reimb 08/01/25-08/31/25	Paid by Check #53386		07/28/2025	08/01/2025	08/01/2025		08/01/2025	374.71
			Vendor 589 - Rosa Montanez Totals				Invoices	1	\$374.71
Vendor 22 - Moore Twining Associates Inc.									
2501803	MOORE INDUSTRIAL FY 24/25	Paid by Check #53387		04/11/2025	08/01/2025	08/01/2025		08/01/2025	88.00
2501919	MOORE INDUSTRIAL FY 24/25	Paid by Check #53387		04/15/2025	08/01/2025	08/01/2025		08/01/2025	88.00
2501920	MOORE IN-HOUSE FY 24/25	Paid by Check #53387		04/15/2025	08/01/2025	08/01/2025		08/01/2025	257.00
2502094	moore industrial FY 24/25	Paid by Check #53387		04/18/2025	08/01/2025	08/01/2025		08/01/2025	88.00
2502282	MOORE INDUSTRIAL FY 24/25	Paid by Check #53387		04/22/2025	08/01/2025	08/01/2025		08/01/2025	88.00
2502388	MOORE INDUSTRIAL FY 24/25	Paid by Check #53387		04/24/2025	08/01/2025	08/01/2025		08/01/2025	88.00
2504825	MOORE DRINKING WATER MONITORING FY 24/25	Paid by Check #53387		06/24/2025	08/01/2025	08/01/2025		08/01/2025	100.00
2504838	moore industrial FY 24/25	Paid by Check #53387		06/24/2025	08/01/2025	08/01/2025		08/01/2025	88.00
2504839	moore in-house FY 24/25	Paid by Check #53387		06/24/2025	08/01/2025	08/01/2025		08/01/2025	94.00
2504849	MOORE INDUSTRIAL FY 24/25	Paid by Check #53387		06/25/2025	08/01/2025	08/01/2025		08/01/2025	88.00
2504850	MOORE INDUSTRIAL fy 24/25	Paid by Check #53387		06/25/2025	08/01/2025	08/01/2025		08/01/2025	88.00
2504851	moore in-house fy 24/25	Paid by Check #53387		06/25/2025	08/01/2025	08/01/2025		08/01/2025	94.00
2505006	moore monitoring well annual sampling FY 24/25	Paid by Check #53387		06/27/2025	08/01/2025	08/01/2025		08/01/2025	1,552.00
2505007	moore in house fy 24/25	Paid by Check #53387		06/27/2025	08/01/2025	08/01/2025		08/01/2025	725.00
2505031	moore industrial fy 24/25	Paid by Check #53387		06/27/2025	08/01/2025	08/01/2025		08/01/2025	88.00
2505193	moore in-house fy 25/26	Paid by Check #53387		07/01/2025	08/01/2025	08/01/2025		08/01/2025	249.00
2505240	moore industrial fy 25/26	Paid by Check #53387		07/02/2025	08/01/2025	08/01/2025		08/01/2025	88.00
2505270	MOORE IN-HOUSE FY 25/26	Paid by Check #53387		07/02/2025	08/01/2025	08/01/2025		08/01/2025	179.00
2505315	moore in-house FY 25/26	Paid by Check #53387		07/03/2025	08/01/2025	08/01/2025		08/01/2025	187.00
2505398	MOORE INDUSTRIAL FY 25/26	Paid by Check #53387		07/03/2025	08/01/2025	08/01/2025		08/01/2025	88.00
2505401	MOORE IN-HOUSE FY 25/26	Paid by Check #53387		07/03/2025	08/01/2025	08/01/2025		08/01/2025	249.00
2505618	moore in-house fy 25/26	Paid by Check #53387		07/09/2025	08/01/2025	08/01/2025		08/01/2025	102.00
2505619	MOORE INDUSTRIAL fy 25/26	Paid by Check #53387		07/09/2025	08/01/2025	08/01/2025		08/01/2025	88.00
2505735	moore industrial fy 25/26	Paid by Check #53387		07/11/2025	08/01/2025	08/01/2025		08/01/2025	88.00
2505886	moore industrial fy 25/26	Paid by Check #53387		07/16/2025	08/01/2025	08/01/2025		08/01/2025	88.00
2505887	moore in-house fy 25/26	Paid by Check #53387		07/16/2025	08/01/2025	08/01/2025		08/01/2025	257.00
2506160	MOORE INDUSTRIAL FY 25/26	Paid by Check #53387		07/23/2025	08/01/2025	08/01/2025		08/01/2025	131.00
2506162	MOORE IN-HOUSE FY 25/26	Paid by Check #53387		07/23/2025	08/01/2025	08/01/2025		08/01/2025	102.00
2506201	MOORE INDUSTRIAL FY 25/26	Paid by Check #53387		07/23/2025	08/01/2025	08/01/2025		08/01/2025	88.00
			Vendor 22 - Moore Twining Associates Inc. Totals				Invoices	29	\$5,598.00
Vendor 1570 - Mountain Valley Environmental Services, Inc.									
6286	mountain valley Cheif plant operator services FY 25/26	Paid by Check #53388		07/01/2025	08/01/2025	08/01/2025		08/01/2025	4,871.70
			Vendor 1570 - Mountain Valley Environmental Services, Inc. Totals				Invoices	1	\$4,871.70
Vendor 749 - MuniServices									
INV06-021378	SUTA CA - Q1, 2025, TAX QTR. Ending 03/31/2025	Paid by Check #53389		07/18/2025	08/01/2025	08/01/2025		08/01/2025	752.64



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			Vendor 749 - MuniServices Totals	Invoices			1		\$752.64
Vendor 648 - Marcos Nunez									
071507182025	PD - Perishable Skills Training / Lunch Reimbursement	Paid by Check #53390		07/28/2025	08/01/2025	08/01/2025		08/01/2025	70.65
			Vendor 648 - Marcos Nunez Totals	Invoices			1		\$70.65
Vendor 781 - Omega Industrial Supply Inc.									
164521	omega dewatering polymor cleaners FY 25/26	Paid by Check #53391		07/11/2025	08/01/2025	08/01/2025		08/01/2025	598.92
			Vendor 781 - Omega Industrial Supply Inc. Totals	Invoices			1		\$598.92
Vendor 76 - Pacific Gas & Electric									
4979039280406/25	FY 24/25 & FY 25/26 DSC 5/23/25-6/24/25-7/20/25	Paid by Check #53394		06/25/2025	08/01/2025	08/01/2025		08/01/2025	2,090.87
1557710974507/25	FY 24/25 & FY 25/26 Parks 1851 E Kamm Ave 06/9/25-07/9-25	Paid by Check #53392		07/11/2025	08/01/2025	08/01/2025		08/01/2025	3,424.54
8319024072707/25	FY 24/25 & SW SW 16-16-24	Paid by Check #53395		07/11/2025	08/01/2025	08/01/2025		08/01/2025	27.47
4323390246907/25	FY 24/25 & FY 25/26Citrus Heights Ventura & O ST 6/13/25-7/15-25	Paid by Check #53393		07/15/2025	08/01/2025	08/01/2025		08/01/2025	81.54
8543598174207/25	FY 24/25 & FY 25/26 L & L 06/13/25-07/15/25	Paid by Check #53396		07/15/2025	08/01/2025	08/01/2025		08/01/2025	269.74
9018373735307/25	FY 24/25 & FY 25/26 L & L 06/13/25-07/15/25	Paid by Check #53397		07/15/2025	08/01/2025	08/01/2025		08/01/2025	1,202.71
9196176758807/25	FY 24/25 & FY 25/26 L & L 06/13/25-07/15/25	Paid by Check #53398		07/15/2025	08/01/2025	08/01/2025		08/01/2025	126.00
3166578419007/25	FY 24/25 & FY 25/26 3007 W Kamm Ave 06/17/25-07/16/25	Paid by Check #53399		07/17/2025	08/01/2025	08/01/2025		08/01/2025	2,055.36
6402990649807/25	PD - 06/17/2025 - 07/16/2025 Billing Charges	Paid by Check #53400		07/17/2025	08/01/2025	08/01/2025		08/01/2025	86.18
			Vendor 76 - Pacific Gas & Electric Totals	Invoices			9		\$9,364.41
Vendor 2223 - Patriotic Designs & CNC LLC									
patriot101	PD - Badge & Patch Designs	Paid by Check #53401		07/28/2025	08/01/2025	08/01/2025		08/01/2025	1,150.00
			Vendor 2223 - Patriotic Designs & CNC LLC Totals	Invoices			1		\$1,150.00
Vendor 9 - Quinn Company									
WO150306223	FY24/25-Parks-utility vehicle cart repair/maintenance	Paid by Check #53402		05/30/2025	08/01/2025	08/01/2025	07/24/2025	08/01/2025	680.00
WON50034482	PD - Generator (Radiator Replacement & Generator Rental)	Paid by Check #53402		07/14/2025	08/01/2025	08/01/2025		08/01/2025	23,715.89
			Vendor 9 - Quinn Company Totals	Invoices			2		\$24,395.89
Vendor 2224 - Quintero, Jada									
Reimb-Lg-Quinter	FY24/25-Sports-Aquatics-Reimb lifeguard guard uniform/suit	Paid by Check #53403		06/03/2025	08/01/2025	08/01/2025	07/23/2025	08/01/2025	73.40
			Vendor 2224 - Quintero, Jada Totals	Invoices			1		\$73.40
Vendor 688 - Rogelio Ramirez									
July 2025	Anthem Reimb 7/1/25-7/31/25	Paid by Check #53404		07/24/2025	08/01/2025	08/01/2025		08/01/2025	424.13



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Vendor 688 - Rogelio Ramirez Totals									
						Invoices	1		\$424.13
Vendor 1099 - Ramirez Mobile Car Wash Inc.									
0050	RAMIREZ DS-8 FY 25/26	Paid by Check #53405		07/07/2025	08/01/2025	08/01/2025		08/01/2025	375.00
Vendor 1099 - Ramirez Mobile Car Wash Inc. Totals									
						Invoices	1		\$375.00
Vendor 1102 - RDO Equipment Co.									
W1835475	FY24/25-Parks-Equipment repair/maintenance	Paid by Check #53406		05/19/2025	08/01/2025	08/01/2025	07/28/2025	08/01/2025	151.61
Vendor 1102 - RDO Equipment Co. Totals									
						Invoices	1		\$151.61
Vendor 349 - Rescom Pest Control									
283141827	PD - Dog Kennels Pest Control	Paid by Check #53407		07/21/2025	08/01/2025	08/01/2025		08/01/2025	48.00
Vendor 349 - Rescom Pest Control Totals									
						Invoices	1		\$48.00
Vendor 350 - Ridge Creek DInuba Golf Club									
07242025	FY25/26-Special Events-Porta-potty pmt. split-July 3rd event	Paid by Check #53408		07/24/2025	08/01/2025	08/01/2025	07/25/2025	08/01/2025	1,875.00
Vendor 350 - Ridge Creek DInuba Golf Club Totals									
						Invoices	1		\$1,875.00
Vendor 1677 - Rodeo Wild West									
027936	FY25/26-Parks-Uniform Allowance-work boots-Oswaldo Porto	Paid by Check #53409		07/18/2025	08/01/2025	08/01/2025	07/23/2025	08/01/2025	200.00
Vendor 1677 - Rodeo Wild West Totals									
						Invoices	1		\$200.00
Vendor 797 - Safety Network Traffic Control Services, Inc.									
TS-19216	Safety Network- Anchor	Paid by Check #53410		07/23/2025	08/01/2025	08/01/2025		08/01/2025	2,343.07
Vendor 797 - Safety Network Traffic Control Services, Inc. Totals									
						Invoices	1		\$2,343.07
Vendor 800 - San Joaquin Valley Railroad Co.									
214054	SJVR- Drainage/Sewer Lines FY24/25 & 25/26	Paid by Check #53411		07/01/2024	08/01/2025	08/01/2025		08/01/2025	520.00
218194	SJVR-Pipe Line Crossing FY24/25 & 25/26	Paid by Check #53411		11/04/2024	08/01/2025	08/01/2025		08/01/2025	799.95
Vendor 800 - San Joaquin Valley Railroad Co. Totals									
						Invoices	2		\$1,319.95
Vendor 42 - Scout Specialties									
187158	scout specialties supplies FY 25/26	Paid by Check #53412		07/10/2025	08/01/2025	08/01/2025		08/01/2025	37.58
187316	scout specialties supplies WWRF FY 25/26	Paid by Check #53412		07/16/2025	08/01/2025	08/01/2025		08/01/2025	58.57
187352	scout specialties shop supplies FY 25/26	Paid by Check #53412		07/17/2025	08/01/2025	08/01/2025		08/01/2025	90.06
Vendor 42 - Scout Specialties Totals									
						Invoices	3		\$186.21
Vendor 2214 - Standard Insurance Company									
10742646	Billing 08/01/25-09/01/25	Paid by Check #53413		07/15/2025	08/01/2025	08/01/2025		08/01/2025	677.50
Vendor 2214 - Standard Insurance Company Totals									
						Invoices	1		\$677.50
Vendor 2084 - Superior Plus Energy Services Inc									
29724896	3018 Ridge Creek	Paid by Check #53414		07/11/2025	08/01/2025	08/01/2025		08/01/2025	1,927.54
Vendor 2084 - Superior Plus Energy Services Inc Totals									
						Invoices	1		\$1,927.54



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Vendor 1196 - Tap Master, Inc.									
0725-125	Tap Master- W. Tulare St At S. Uruapan -Cold Water Lines	Paid by Check #53355		07/29/2025	07/30/2025	07/30/2025		07/30/2025	11,929.00
Vendor 1196 - Tap Master, Inc. Totals							Invoices	1	\$11,929.00
Vendor 426 - Tioga Solar Dinuba LLC									
1060445077	Tioga Solar production 6/1/24-6/30/24 FY 24/25	Paid by Check #53415		06/30/2025	08/01/2025	08/01/2025		08/01/2025	26,408.58
Vendor 426 - Tioga Solar Dinuba LLC Totals							Invoices	1	\$26,408.58
Vendor 2222 - TMP Services, Inc.									
54146	FY 24/25 TMP Ramp install at Fire Training Facility	Paid by Check #53416		06/09/2025	08/01/2025	08/01/2025		08/01/2025	21,778.60
Vendor 2222 - TMP Services, Inc. Totals							Invoices	1	\$21,778.60
Vendor 311 - Top Dog Training Center									
1980	PD - K9 Maintenance Training / Enzo & Zeus	Paid by Check #53417		07/22/2025	08/01/2025	08/01/2025		08/01/2025	180.00
Vendor 311 - Top Dog Training Center Totals							Invoices	1	\$180.00
Vendor 58 - Underground Service Alert									
25USB115101	UNDERGROUND SERVICE ALERT FY 25/26	Paid by Check #53418		07/25/2025	08/01/2025	08/01/2025		08/01/2025	443.25
Vendor 58 - Underground Service Alert Totals							Invoices	1	\$443.25
Vendor 273 - US Bank									
9693601312530	FY 24/25 & FY 25/26 PW Fuel June/July	Paid by Check #53419		07/24/2025	08/01/2025	08/01/2025		08/01/2025	485.68
Vendor 273 - US Bank Totals							Invoices	1	\$485.68
Vendor 1434 - Vast Networks									
65996	07/01/25-07/31/25	Paid by Check #53420		07/01/2025	08/01/2025	08/01/2025		08/01/2025	4,657.10
Vendor 1434 - Vast Networks Totals							Invoices	1	\$4,657.10
Vendor 354 - Verizon Wireless									
6118164021	PD - 06/11/2025 - 07/10/2025 Billing Charges	Paid by Check #53422		07/10/2025	08/01/2025	08/01/2025		08/01/2025	2,166.00
6118536044	verizon admin FY 25/26	Paid by Check #53423		07/14/2025	08/01/2025	08/01/2025		08/01/2025	267.70
6118536045	FY24/25 & FY25/26-Cell phone srvc-all divisions-6/15/25-7/14/25	Paid by Check #53424		07/14/2025	08/01/2025	08/01/2025	07/25/2025	08/01/2025	1,173.89
6118536047	FY 24/25 & FY 25/26 HR/Finance	Paid by Check #53421		07/14/2025	08/01/2025	08/01/2025		08/01/2025	166.56
Vendor 354 - Verizon Wireless Totals							Invoices	4	\$3,774.15
Vendor 21 - Vestis Services LLC									
5031598208	FY25/26-Parks-Uniform Allowance - Parks staff-Wk. of 7/23/25	Paid by Check #53425		07/23/2025	08/01/2025	08/01/2025	07/24/2025	08/01/2025	60.25
Vendor 21 - Vestis Services LLC Totals							Invoices	1	\$60.25
Vendor 934 - Visalia Police Association									
1058	PD - Range Use 07/01/2024 - 06/30/2025	Paid by Check #53426		07/23/2025	08/01/2025	08/01/2025		08/01/2025	2,530.00
Vendor 934 - Visalia Police Association Totals							Invoices	1	\$2,530.00



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Vendor Yvette Martinez									
Rfnd-SR25-R.Mar	FY24/25-Refund-2025 Soccer Reg.-Robert Martinez + proc. fee	Paid by Check #53427		06/17/2025	08/01/2025	08/01/2025	07/23/2025	08/01/2025	35.00
Vendor Yvette Martinez Totals								Invoices 1	\$35.00
Vendor Liliana Reyes									
Rfnd-SR25-G.Ferr	FY24/25-Refund-2025 Soccer Reg.-Gio Ferreyra + proc. fee	Paid by Check #53428		06/25/2025	08/01/2025	08/01/2025	07/23/2025	08/01/2025	40.00
Vendor Liliana Reyes Totals								Invoices 1	\$40.00
Grand Totals								Invoices 118	\$201,209.86



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Invoice Number	Invoice Description	Status	Held Reason	Invoice Date	Due Date	G/L Date	Received Date	Payment Date	Invoice Net Amount
Vendor 385 - 4 Creeks, Inc.									
4C007743	4 Creeks- Kamm/Alta Gas Station FY24/25	Paid by Check #53429		02/20/2025	08/08/2025	08/08/2025		08/08/2025	1,605.00
4C007965	FY 24/25 4 Creeks ATP Pedestrian Walkway Impv	Paid by Check #53429		02/28/2025	08/08/2025	08/08/2025		08/08/2025	32,277.78
4C008430	4 Creeks- Kamm/Alta Gas Station FY24/25	Paid by Check #53429		03/28/2025	08/08/2025	08/08/2025		08/08/2025	2,010.50
4C008436	4 Creeks- Lot Creation FY 24/25	Paid by Check #53429		03/28/2025	08/08/2025	08/08/2025		08/08/2025	28.50
4C008454	FY 24/25 4 Creeks ATP Pedestrian Walkway Impv	Paid by Check #53429		03/30/2025	08/08/2025	08/08/2025		08/08/2025	36,855.01
4C008817	FY 24/25 4 Creeks ATP Pedestrian Walkway Impv	Paid by Check #53429		04/15/2025	08/08/2025	08/08/2025		08/08/2025	17,983.81
4C008941	4 Creeks- Kamm/Alta Gas Station FY24/25	Paid by Check #53429		05/15/2025	08/08/2025	08/08/2025		08/08/2025	42.50
4C008954	FY 24/25 Los Prados Phase 2	Paid by Check #53429		05/15/2025	08/08/2025	08/08/2025		08/08/2025	11,357.00
4C008962	FY 24/25 4 Creeks ATP Pedestrian Walkway Impv	Paid by Check #53429		05/15/2025	08/08/2025	08/08/2025		08/08/2025	23,639.32
4C009733	4 Creeks- Water Operations FY24/25	Paid by Check #53429		06/15/2025	08/08/2025	08/08/2025		08/08/2025	214.50
4C009739	FY 24/25 Los Prados Phase 2	Paid by Check #53429		06/15/2025	08/08/2025	08/08/2025		08/08/2025	22,915.50
4C009744	4 Creeks- Montebella Phase 3 FY24/25	Paid by Check #53429		06/15/2025	08/08/2025	08/08/2025		08/08/2025	3,545.50
4C009859	FY 24/25 4 Creeks ATP Pedestrian Walkway Impv	Paid by Check #53429		06/23/2025	08/08/2025	08/08/2025		08/08/2025	15,972.18
4C010151	4 Creeks- 2024 Corridor FY24/25	Paid by Check #53429		07/21/2025	08/08/2025	08/08/2025		08/08/2025	3,462.00
4C010169	FY 24/25 4 Creeks Dinuba Flood Mitigation Cal OES	Paid by Check #53429		07/21/2025	08/08/2025	08/08/2025		08/08/2025	12,690.89
4C010189	FY 24/25 4 creeks Entertainment Plaza Clean California	Paid by Check #53429		07/21/2025	08/08/2025	08/08/2025		08/08/2025	51,005.36
4C010269	4 Creeks- Water Operations FY24/25	Paid by Check #53429		07/21/2025	08/08/2025	08/08/2025		08/08/2025	2,202.00
4C010271	FY 24/25 4 Creeks Euclid Water Main Improvements Design	Paid by Check #53429		07/21/2025	08/08/2025	08/08/2025		08/08/2025	8,292.50
4C010272	FY 24/25 4 Creeks Northway Water Main Improv Design	Paid by Check #53429		07/21/2025	08/08/2025	08/08/2025		08/08/2025	7,493.50
4C010276	FY 24/25 4 Creeks Los Prados Phase 2	Paid by Check #53429		07/21/2025	08/08/2025	08/08/2025		08/08/2025	21,151.70
4C010279	4 Creeks- Encroachment Permits FY24/25	Paid by Check #53429		07/21/2025	08/08/2025	08/08/2025		08/08/2025	3,095.90
4C010280	FY 24/25 Dinuba General Engineering Services	Paid by Check #53429		07/21/2025	08/08/2025	08/08/2025		08/08/2025	33,383.50
4C010282	4 Creeks-ADA Transition Report FY24/25	Paid by Check #53429		07/21/2025	08/08/2025	08/08/2025		08/08/2025	720.00
Vendor 385 - 4 Creeks, Inc. Totals							Invoices	23	\$311,944.45
Vendor 263 - Advantek Benefit Administrators									
Funding 08/01/25	Miscellaneous	Paid by Check #53430		08/01/2025	08/08/2025	08/08/2025		08/08/2025	201,744.51



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Vendor 1036 - Allstar Fire Equipment		Vendor 263 - Advantek Benefit Administrators Totals				Invoices		1	\$201,744.51
266174	Safety Equipment	Paid by Check #53431		07/25/2025	08/08/2025	08/08/2025		08/08/2025	397.59
		Vendor 1036 - Allstar Fire Equipment Totals				Invoices		1	\$397.59
Vendor 1180 - Altec Industries, Inc									
51727312	altec p-25 fy 25/26	Paid by Check #53432		07/14/2025	08/08/2025	08/08/2025		08/08/2025	1,225.57
		Vendor 1180 - Altec Industries, Inc Totals				Invoices		1	\$1,225.57
Vendor 2095 - BCS Consulting, Inc.									
1037	FY25/26-Senior Center-Labor fees-repair/maint-3 cameras	Paid by Check #53433		07/24/2025	08/08/2025	08/08/2025	07/31/2025	08/08/2025	1,100.00
		Vendor 2095 - BCS Consulting, Inc. Totals				Invoices		1	\$1,100.00
Vendor 1259 - BestBuy.com, LLC									
Q1 2025	Q1 Sales tax revenue 2025	Paid by EFT #3599		08/06/2025	08/08/2025	08/08/2025		08/08/2025	257,708.00
		Vendor 1259 - BestBuy.com, LLC Totals				Invoices		1	\$257,708.00
Vendor 1141 - Business Location Advisors, Inc.									
1 QTR-25	FY 24/2025 BESTBUY.com 1QTR-25	Paid by Check #53434		07/30/2025	08/08/2025	08/08/2025		08/08/2025	17,180.53
		Vendor 1141 - Business Location Advisors, Inc. Totals				Invoices		1	\$17,180.53
Vendor 1275 - California Turf Equipment									
685354	FY25/26-Parks-small equipment-hand blower	Paid by Check #53435		07/30/2025	08/08/2025	08/08/2025	07/30/2025	08/08/2025	263.04
		Vendor 1275 - California Turf Equipment Totals				Invoices		1	\$263.04
Vendor 563 - John Carrillo									
August 2025	Anthem Reimb 08/01/25-08/31/25	Paid by Check #53436		08/05/2025	08/08/2025	08/08/2025		08/08/2025	351.37
		Vendor 563 - John Carrillo Totals				Invoices		1	\$351.37
Vendor 305 - Cartozian Air Conditioning and Heating Inc.									
20669	Cartozian- Maintenance 1088 E Kamm FY24/25	Paid by Check #53437		05/28/2025	08/08/2025	08/08/2025		08/08/2025	1,189.88
20816	FY25/26-Senior Center-Repair/Maint HVAC A/C unit	Paid by Check #53437		07/08/2025	08/08/2025	08/08/2025	07/28/2025	08/08/2025	223.50
		Vendor 305 - Cartozian Air Conditioning and Heating Inc. Totals				Invoices		2	\$1,413.38
Vendor 8 - City of Dinuba									
2025 Soccer	Sponsorship	Paid by Check #53438		08/04/2025	08/08/2025	08/08/2025		08/08/2025	259.00
		Vendor 8 - City of Dinuba Totals				Invoices		1	\$259.00
Vendor 923 - City of Tulare									
TRN-25-805	Toyota, Rieke PPE Training	Paid by Check #53439		08/04/2025	08/08/2025	08/08/2025		08/08/2025	200.00
		Vendor 923 - City of Tulare Totals				Invoices		1	\$200.00
Vendor 1419 - Collins & Schoettler Planning Consultant, Inc.									
224308	FY 24/25 Collins City Planning	Paid by Check #53440		06/15/2025	08/08/2025	08/08/2025		08/08/2025	10,375.00
224341	FY 24/25 Collins City Planning	Paid by Check #53440		07/20/2025	08/08/2025	08/08/2025		08/08/2025	9,698.50
		Vendor 1419 - Collins & Schoettler Planning Consultant, Inc. Totals				Invoices		2	\$20,073.50
Vendor 170 - Comcast									



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0136611 07/26/25	PD - 08/01/2025 - 08/31/2025 Billing Charges	Paid by Check #53441		07/26/2025	08/08/2025	08/08/2025		08/08/2025	79.26
Vendor 1992 - Comcast Totals									Invoices 1 <u>\$79.26</u>
Vendor 1992 - Melvin R Cox 200099	Mel Cox shopping carts fy 25/26	Paid by Check #53442		07/31/2025	08/08/2025	08/08/2025		08/08/2025	365.00
Vendor 1992 - Melvin R Cox Totals									Invoices 1 <u>\$365.00</u>
Vendor 1576 - Creative Asphalt, Inc. 10746	Creative Asphalt- Multiple Addresses remove and pave back asphal	Paid by Check #53443		07/25/2025	08/08/2025	08/08/2025		08/08/2025	3,451.88
10747	Creative Asphalt- 833 Pacific Circle Remove/Pave 126 Sq Feet	Paid by Check #53443		07/25/2025	08/08/2025	08/08/2025		08/08/2025	3,432.24
10748	Creative Asphalt- 163 Payan Remove/Pave Back 140 sq feet	Paid by Check #53443		07/25/2025	08/08/2025	08/08/2025		08/08/2025	3,354.60
Vendor 1576 - Creative Asphalt, Inc. Totals									Invoices 3 <u>\$10,238.72</u>
Vendor 30 - Dinuba Chamber of Commerce Final Payment	Chamber Commerce- Final Payment April-June 2025 FY24/25	Paid by Check #53444		07/14/2025	08/08/2025	08/08/2025		08/08/2025	1,049.84
Vendor 30 - Dinuba Chamber of Commerce Totals									Invoices 1 <u>\$1,049.84</u>
Vendor 309 - Elbert Distributing 25199160	elbert distributing inventory fy 25/26	Paid by Check #53445		07/31/2025	08/08/2025	08/08/2025		08/08/2025	199.71
Vendor 309 - Elbert Distributing Totals									Invoices 1 <u>\$199.71</u>
Vendor 2064 - Ferguson Enterprises, LLC 0039706	Ferguson- Meters	Paid by Check #53446		07/31/2025	08/08/2025	08/08/2025		08/08/2025	24,408.71
Vendor 2064 - Ferguson Enterprises, LLC Totals									Invoices 1 <u>\$24,408.71</u>
Vendor 1703 - Dennis Fernandez Dennisfy25/26	Dennis 1st pair of boots fy 25/26	Paid by Check #53447		07/25/2025	08/08/2025	08/08/2025		08/08/2025	200.00
Vendor 1703 - Dennis Fernandez Totals									Invoices 1 <u>\$200.00</u>
Vendor 2113 - Green Pro Solutions 26088	green pro solutions sewer lift station fy 25/26	Paid by Check #53448		07/01/2025	08/08/2025	08/08/2025		08/08/2025	898.02
Vendor 2113 - Green Pro Solutions Totals									Invoices 1 <u>\$898.02</u>
Vendor 605 - Frank Guerra August 2025	Anthem Reimb 08/01/25- 08/31/25	Paid by Check #53449		08/05/2025	08/08/2025	08/08/2025		08/08/2025	358.85
Vendor 605 - Frank Guerra Totals									Invoices 1 <u>\$358.85</u>
Vendor 2227 - Ruben Hernandez MOTRSAUG2025 R1	PD - Motors Training 08/11/2025 - 08/15/2025	Paid by Check #53450		07/14/2025	08/08/2025	08/08/2025		08/08/2025	374.00
MOTRSAUG2025 R2	PD - Motors Training 08/18/2025 - 08/22/2025	Paid by Check #53451		07/14/2025	08/08/2025	08/08/2025		08/08/2025	374.00
Vendor 2227 - Ruben Hernandez Totals									Invoices 2 <u>\$748.00</u>
Vendor 2013 - Hernandez, Julian									



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MOTORSAUG2025 J1	PD - Motors Training 08/11/2025 - 08/15/2025	Paid by Check #53452		07/14/2025	08/08/2025	08/08/2025		08/08/2025	374.00
MOTORSAUG2025 J2	PD - Motors Training 08/18/2025 - 08/22/2025	Paid by Check #53453		07/14/2025	08/08/2025	08/08/2025		08/08/2025	374.00
Vendor 2013 - Hernandez, Julian Totals									
						Invoices	2		\$748.00
Vendor 533 - Herwaldt Motorsports									
4176865	herwaldt pd-1 fy 25/26	Paid by Check #53454		07/30/2025	08/08/2025	08/08/2025		08/08/2025	902.19
Vendor 533 - Herwaldt Motorsports Totals									
						Invoices	1		\$902.19
Vendor 174 - Howard's Pest Control									
130472	howards old pw fy 24/25	Paid by Check #53455		05/08/2025	08/08/2025	08/08/2025		08/08/2025	77.00
131704	howards dinuba WWTP fy 25/26	Paid by Check #53455		07/03/2025	08/08/2025	08/08/2025		08/08/2025	65.00
131712	howards old pw fy 25/26	Paid by Check #53455		07/03/2025	08/08/2025	08/08/2025		08/08/2025	77.00
131715	howards pw fy 25/26	Paid by Check #53455		07/03/2025	08/08/2025	08/08/2025		08/08/2025	165.00
Vendor 174 - Howard's Pest Control Totals									
						Invoices	4		\$384.00
Vendor 1721 - Image 2000 Fresno									
788949	PD - Copier Supplies Freight Charges	Paid by Check #53456		08/01/2025	08/08/2025	08/08/2025		08/08/2025	16.75
Vendor 1721 - Image 2000 Fresno Totals									
						Invoices	1		\$16.75
Vendor 837 - International Institute of Municipal Clerks									
46357 2025	IIMC Membership Renewal - Alaniz 2025	Paid by Check #53457		07/10/2025	08/08/2025	08/08/2025		08/08/2025	235.00
Vendor 837 - International Institute of Municipal Clerks Totals									
						Invoices	1		\$235.00
Vendor 6 - Jim Manning Dodge Inc.									
167915DOR	jim manning pd-08 fy 25/26	Paid by Check #53458		07/23/2025	08/08/2025	08/08/2025		08/08/2025	231.06
167976DOR	Jim manning pd-11 fy 25/26	Paid by Check #53458		07/29/2025	08/08/2025	08/08/2025		08/08/2025	27.13
Vendor 6 - Jim Manning Dodge Inc. Totals									
						Invoices	2		\$258.19
Vendor 5 - Jorgensen & Co.									
6203542	Jorgensen- 110 S. College	Paid by Check #53459		07/24/2025	08/08/2025	08/08/2025		08/08/2025	859.62
6203543	FY25/26-Comm. Svcs.-Fire extinguisher annual service	Paid by Check #53459		07/24/2025	08/08/2025	08/08/2025	08/01/2025	08/08/2025	110.56
Vendor 5 - Jorgensen & Co. Totals									
						Invoices	2		\$970.18
Vendor 216 - Key Design Locksmithing									
17555	FY25/26-Parks-KC Park restroom lock replacement	Paid by Check #53460		07/29/2025	08/08/2025	08/08/2025	07/29/2025	08/08/2025	263.60
Vendor 216 - Key Design Locksmithing Totals									
						Invoices	1		\$263.60
Vendor 796 - L.N. Curtis & Sons									
INV970046	Supplies	Paid by Check #53461		07/21/2025	08/08/2025	08/08/2025		08/08/2025	145.93
INV973475	Supplies	Paid by Check #53461		07/29/2025	08/08/2025	08/08/2025		08/08/2025	64.50
Vendor 796 - L.N. Curtis & Sons Totals									
						Invoices	2		\$210.43
Vendor 449 - Les Schwab Tire Centers of Central California									
55100368503	les schwab emergency trailer fy 25/26	Paid by Check #53462		07/29/2025	08/08/2025	08/08/2025		08/08/2025	248.65
55100368504	les schwab DS-21 fy 25/26	Paid by Check #53462		07/29/2025	08/08/2025	08/08/2025		08/08/2025	343.33



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Vendor 449 - Les Schwab Tire Centers of Central California Totals									
							Invoices	2	\$591.98
Vendor 89 - Liebert Cassidy Whitmore									
300349	DI030-00001	Paid by Check #53463		06/30/2025	08/08/2025	08/08/2025		08/08/2025	88.00
300350	DI030-00033	Paid by Check #53463		06/30/2025	08/08/2025	08/08/2025		08/08/2025	1,892.00
Vendor 89 - Liebert Cassidy Whitmore Totals							Invoices	2	\$1,980.00
Vendor 1881 - Loera, Andrew									
072207252025	PD - Perishable Skills Training / Lunch Reimbursement	Paid by Check #53464		07/30/2025	08/08/2025	08/08/2025		08/08/2025	53.71
Vendor 1881 - Loera, Andrew Totals							Invoices	1	\$53.71
Vendor 1723 - Matson Alarm Co, Inc.									
6744633	City Hall Monitoring 08/01/25-08/31/25	Paid by Check #53465		08/01/2025	08/08/2025	08/08/2025		08/08/2025	128.62
Vendor 1723 - Matson Alarm Co, Inc. Totals							Invoices	1	\$128.62
Vendor 1943 - Mineral King Publishing, Inc									
718796	MidValley- Yanez Variance 8/5/25	Paid by Check #53466		07/24/2025	08/08/2025	08/08/2025		08/08/2025	360.00
Vendor 1943 - Mineral King Publishing, Inc Totals							Invoices	1	\$360.00
Vendor 22 - Moore Twining Associates Inc.									
2506463	moore industrial fy 25/26	Paid by Check #53467		07/29/2025	08/08/2025	08/08/2025		08/08/2025	88.00
2506553	moore in-house fy 25/26	Paid by Check #53467		07/30/2025	08/08/2025	08/08/2025		08/08/2025	187.00
2506572	moore industrial fy 25/26	Paid by Check #53467		07/31/2025	08/08/2025	08/08/2025		08/08/2025	88.00
Vendor 22 - Moore Twining Associates Inc. Totals							Invoices	3	\$363.00
Vendor 2182 - Motor Squad Training Institute									
25-036-012	PD - Motorcycle Course / Julian Hernandez & Ruben Hernandez	Paid by Check #53468		07/31/2025	08/08/2025	08/08/2025		08/08/2025	4,200.00
Vendor 2182 - Motor Squad Training Institute Totals							Invoices	1	\$4,200.00
Vendor 88 - Municipal Maintenance Equipment Inc.									
037930	mme U-04 fy 24/25	Paid by Check #53469		06/23/2025	08/08/2025	08/08/2025		08/08/2025	712.67
Vendor 88 - Municipal Maintenance Equipment Inc. Totals							Invoices	1	\$712.67
Vendor 392 - O'Reilly Auto Parts									
3641-277198	Vehicles	Paid by Check #53470		06/30/2025	08/08/2025	08/08/2025		08/08/2025	11.59
3641-277306	Vehicles	Paid by Check #53470		06/30/2025	08/08/2025	08/08/2025		08/08/2025	295.75
3641-277332	Vehicles	Paid by Check #53470		06/30/2025	08/08/2025	08/08/2025		08/08/2025	169.92
3641-277427	Vehicles	Paid by Check #53470		07/01/2025	08/08/2025	08/08/2025		08/08/2025	30.36
3641-277537	Vehicles	Paid by Check #53470		07/01/2025	08/08/2025	08/08/2025		08/08/2025	152.52
3641-277691	Vehicles	Paid by Check #53470		07/02/2025	08/08/2025	08/08/2025		08/08/2025	45.95
3641-277947	Vehicles	Paid by Check #53470		07/03/2025	08/08/2025	08/08/2025		08/08/2025	145.85
3641-278565	Vehicles	Paid by Check #53470		07/07/2025	08/08/2025	08/08/2025		08/08/2025	30.37
3641-278971	Vehicles	Paid by Check #53470		07/09/2025	08/08/2025	08/08/2025		08/08/2025	59.03
3641-279027	Vehicles	Paid by Check #53470		07/09/2025	08/08/2025	08/08/2025		08/08/2025	20.58
3641-279086	Vehicles	Paid by Check #53470		07/09/2025	08/08/2025	08/08/2025		08/08/2025	14.64
3641-279089	Vehicles	Paid by Check #53470		07/09/2025	08/08/2025	08/08/2025		08/08/2025	110.90
3641-279092	Vehicles	Paid by Check #53470		07/09/2025	08/08/2025	08/08/2025		08/08/2025	135.08



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3641-279325	Vehicles	Paid by Check #53470		07/10/2025	08/08/2025	08/08/2025		08/08/2025	(59.03)
3641-280492	Vehicles	Paid by Check #53470		07/16/2025	08/08/2025	08/08/2025		08/08/2025	35.30
3641-280767	Vehicles	Paid by Check #53470		07/18/2025	08/08/2025	08/08/2025		08/08/2025	110.58
3641-280854	Vehicles	Paid by Check #53470		07/18/2025	08/08/2025	08/08/2025		08/08/2025	17.33
3641-281363	Vehicles	Paid by Check #53470		07/21/2025	08/08/2025	08/08/2025		08/08/2025	45.94
3641-281387	Vehicles	Paid by Check #53470		07/21/2025	08/08/2025	08/08/2025		08/08/2025	51.66
3641-281499	Vehicles	Paid by Check #53470		07/21/2025	08/08/2025	08/08/2025		08/08/2025	39.27
3641-281850	Vehicles	Paid by Check #53470		07/23/2025	08/08/2025	08/08/2025		08/08/2025	51.66
3641-281857	Vehicles	Paid by Check #53470		07/23/2025	08/08/2025	08/08/2025		08/08/2025	46.70
3641-282093	Vehicles	Paid by Check #53470		07/24/2025	08/08/2025	08/08/2025		08/08/2025	51.66
3641-282176	Vehicles	Paid by Check #53470		07/24/2025	08/08/2025	08/08/2025		08/08/2025	189.42
3641-282852	Vehicles	Paid by Check #53470		07/28/2025	08/08/2025	08/08/2025		08/08/2025	51.66
3641-282854	Vehicles	Paid by Check #53470		07/28/2025	08/08/2025	08/08/2025		08/08/2025	113.12
3641-282855	Vehicles	Paid by Check #53470		07/28/2025	08/08/2025	08/08/2025		08/08/2025	147.47
Vendor 392 - O'Reilly Auto Parts Totals									
						Invoices	27		\$2,115.28
Vendor 954 - Office Overload Printing & Design									
18886	Inspection Forms	Paid by Check #53471		07/01/2025	08/08/2025	08/08/2025		08/08/2025	251.07
Vendor 954 - Office Overload Printing & Design Totals									
						Invoices	1		\$251.07
Vendor 2228 - On Deck Sports									
QT5422973	FY25/26-Sportsplex-Custom batting cage netting, cables, pulley	Paid by Check #53472		08/04/2025	08/08/2025	08/08/2025	08/04/2025	08/08/2025	18,690.42
Vendor 2228 - On Deck Sports Totals									
						Invoices	1		\$18,690.42
Vendor 2217 - Orbit Lanes									
8272025	FY25/26-CDBG senior lunch-8/27/25	Paid by Check #53473		07/31/2025	08/08/2025	08/08/2025	07/31/2025	08/08/2025	298.10
Vendor 2217 - Orbit Lanes Totals									
						Invoices	1		\$298.10
Vendor 1773 - Pace Supply Corp.									
1910618385	Pace- Lid Firelyte With Offset Probe	Paid by Check #53474		07/31/2025	08/08/2025	08/08/2025		08/08/2025	4,236.19
1910672647	Pace- Band Repair Clamp Ford	Paid by Check #53474		08/01/2025	08/08/2025	08/08/2025		08/08/2025	788.07
Vendor 1773 - Pace Supply Corp. Totals									
						Invoices	2		\$5,024.26
Vendor 76 - Pacific Gas & Electric									
1561888272207/25	FY 24/25 & FY 25/26 PW 5586 Ave 416 06/11/25-07/11/25	Paid by Check #53477		07/13/2025	08/08/2025	08/08/2025		08/08/2025	147.33
3380779542307/25	FY 24/25 & FY 25/26 2007 N Crawford Ave 06/10/25-7/10/25	Paid by Check #53480		07/14/2025	08/08/2025	08/08/2025		08/08/2025	2,079.00
0915078178007/25	FY 24/25 & FY 25/26 PW Various 06/13/25-07/15/25	Paid by Check #53476		07/15/2025	08/08/2025	08/08/2025		08/08/2025	1,934.75
2567113494507/25	FY 24/25 & FY 25/26 Autumn Gates Phase II & III 06/13/25-7/15/25	Paid by Check #53478		07/15/2025	08/08/2025	08/08/2025		08/08/2025	61.64
7232679737907/25	FY 24/25 & FY 25/26 PW Various 06/13/25-07/15/25	Paid by Check #53485		07/15/2025	08/08/2025	08/08/2025		08/08/2025	18,348.85



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9179222553307/25	FY 24/25 & FY 25/26 PW Various 06/13/25-07/15/25	Paid by Check #53488		07/15/2025	08/08/2025	08/08/2025		08/08/2025	1,082.94
6407995725007/25	FY 24/25 & FY 25/26 PW Various 06/11/25-07/13/25	Paid by Check #53483		07/16/2025	08/08/2025	08/08/2025		08/08/2025	6,765.85
9548749847907/25	FY 24/25 & FY 25/26 Alta & Nebraska 06/11/25-07/11/25	Paid by Check #53489		07/16/2025	08/08/2025	08/08/2025		08/08/2025	116.04
8866956432507/25	FY 24/25 & FY 25/26 NW SE SW 18 16 24 06/17/25-07/16/25	Paid by Check #53487		07/17/2025	08/08/2025	08/08/2025		08/08/2025	33.17
3616571038907/25	FY 24/25 & FY 25/26 2099 W Sierra Way A 06/18/25-7/17/25	Paid by Check #53481		07/21/2025	08/08/2025	08/08/2025		08/08/2025	16,666.60
5022214690907/25	FY 24/25 & FY 25/26 L & L Parkside Village Phase I 6/21/25- 7/21/25	Paid by Check #53499		07/21/2025	08/08/2025	08/08/2025		08/08/2025	271.78
6744215678107/25	FY 24/25 & FY 25/26 6675 Ave 412 06/17/25-7/16/25	Paid by Check #53484		07/21/2025	08/08/2025	08/08/2025		08/08/2025	6,459.40
0375636985007/25	FY 24/25 & FY 25/26 N/E RD 76 & Ave 416 06/24/25-07/23/25	Paid by Check #53475		07/24/2025	08/08/2025	08/08/2025		08/08/2025	129.94
2459524157107/25	L & L NORTHRIDGE W/EATON 06/24/25-07/23/25	Paid by Check #53497		07/24/2025	08/08/2025	08/08/2025		08/08/2025	5.06
3120184832707/25	FY 24/25 & FY 25/26 7387 W Sierra Way 06/23/25-7/22/25	Paid by Check #53479		07/24/2025	08/08/2025	08/08/2025		08/08/2025	30,823.95
5438816975407/25	FY 24/25 & FY 25/26 L & L NEWTON & NORTHRIDGE 06/24/25-07/23/25	Paid by Check #53500		07/24/2025	08/08/2025	08/08/2025		08/08/2025	643.95
5949665550307/25	FY 24/25 & FY 25/26 6675 Ave 412 06/17/25-7/16/25	Paid by Check #53482		07/24/2025	08/08/2025	08/08/2025		08/08/2025	14,764.22
8218800681907/25	FY 24/25 & FY 25/26 2099 W Sierra Way B 06/23/25-07/22/25	Paid by Check #53486		07/24/2025	08/08/2025	08/08/2025		08/08/2025	4,030.73
9146744205807/25	L & L DAVIS E/ALTA AVE 06/24/25-07/23/25	Paid by Check #53505		07/24/2025	08/08/2025	08/08/2025		08/08/2025	9.16
0418167531707/25	FY 24/25 & FY 25/26 Rd 72 & W Sierra WY 06/25/25-07/24/25	Paid by Check #53490		07/25/2025	08/08/2025	08/08/2025		08/08/2025	862.51
0584832101307/25	FY 24/25 & FY 25/26 NE Crawford & Gerald 06/25/25-07/24/25	Paid by Check #53491		07/25/2025	08/08/2025	08/08/2025		08/08/2025	274.14
0766265341407/25	L & L 1300 ROSEMARY AVE 06/25/25-07/24/25	Paid by Check #53494		07/25/2025	08/08/2025	08/08/2025		08/08/2025	40.18
1349551825307/25	L & L 1300 ROSEMARY AVE 06/25/25-07/24/25	Paid by Check #53495		07/25/2025	08/08/2025	08/08/2025		08/08/2025	26.32
1594680195607/25	FY 24/25 & FY 25/26 855 E El Monte Wy 06/25/25-07/24/25	Paid by Check #53496		07/25/2025	08/08/2025	08/08/2025		08/08/2025	1,038.30
3600674390407/25	L & L 698 N LINCOLN AVE 06/25/25-07/24/25	Paid by Check #53498		07/25/2025	08/08/2025	08/08/2025		08/08/2025	19.26
4592247189607/25	FY 25/26 111 N Hayes Ave 06/25/25-07/24/25	Paid by Check #53492		07/25/2025	08/08/2025	08/08/2025		08/08/2025	34.74
5564264294007/25	FY 24/25 & FY 25/26 L & L 06/25/25-07/24/25	Paid by Check #53501		07/25/2025	08/08/2025	08/08/2025		08/08/2025	451.69



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6220088828707/25	FY 24/25 & FY 25/26 El Monte & McKinley 06/25/25-07/24/25	Paid by Check #53502		07/25/2025	08/08/2025	08/08/2025		08/08/2025	274.31
6782667017507/25	L & L ALICE & W NORTH WAY 06/25/25-07/24/25	Paid by Check #53503		07/25/2025	08/08/2025	08/08/2025		08/08/2025	41.96
8116588543507/25	FY 24/25 & FY 25/26 L & L 1920 E LAUREN AVE 06/25/25-7/24/25	Paid by Check #53504		07/25/2025	08/08/2025	08/08/2025		08/08/2025	69.00
8968787345807/25	FY 24/25 & FY 25/26 651 W Saginaw Ave 06/25/25-07/24/25	Paid by Check #53493		07/25/2025	08/08/2025	08/08/2025		08/08/2025	297.82
9480504109507/25	FY 24/25 & FY 25/26 990 E EL Monte Wy 06/25/25-07/24/25	Paid by Check #53506		07/25/2025	08/08/2025	08/08/2025		08/08/2025	296.78
		Vendor	76 - Pacific Gas & Electric Totals			Invoices	32		\$108,101.37
Vendor 1099 - Ramirez Mobile Car Wash Inc.									
0054	ramirez pd-16 fy 25/26	Paid by Check #53507		07/30/2025	08/08/2025	08/08/2025		08/08/2025	380.00
		Vendor	1099 - Ramirez Mobile Car Wash Inc. Totals			Invoices	1		\$380.00
Vendor 1139 - Robert E. Cendejas and Associates, Inc.									
1 QTR-25	FY 24/2025 BESTBUY.com 1QTR-25	Paid by Check #53508		07/30/2025	08/08/2025	08/08/2025		08/08/2025	17,180.53
		Vendor	1139 - Robert E. Cendejas and Associates, Inc. Totals			Invoices	1		\$17,180.53
Vendor 761 - Rod's Custom Signs Inc.									
16148	FY25/26-Special Events- Banner-Frozen Fun Fest Event	Paid by Check #53509		07/20/2025	08/08/2025	08/08/2025	07/28/2025	08/08/2025	362.81
		Vendor	761 - Rod's Custom Signs Inc. Totals			Invoices	1		\$362.81
Vendor 1677 - Rodeo Wild West									
027938	rodeo ken simmons 1st pair fy 25/26	Paid by Check #53510		07/29/2025	08/08/2025	08/08/2025		08/08/2025	172.52
		Vendor	1677 - Rodeo Wild West Totals			Invoices	1		\$172.52
Vendor 2004 - SCA of CA, LLC									
2025-007072	SCA- July 2025 Street Sweeping	Paid by Check #53511		07/31/2025	08/08/2025	08/08/2025		08/08/2025	16,685.00
		Vendor	2004 - SCA of CA, LLC Totals			Invoices	1		\$16,685.00
Vendor 46 - Self Help Enterprises									
DIN21HB JUNE2025	Self Help-21CDBGHA-07 Gen Admin/Act Del. June FY24/25	Paid by Check #53512		07/21/2025	08/08/2025	08/08/2025		08/08/2025	931.94
DIN21RE JUNE2025	Self Help-21CDBGHA06 Gen Admin/Act Del June2025 FY24/25	Paid by Check #53512		07/21/2025	08/08/2025	08/08/2025		08/08/2025	948.94
DIN21SL June2025	Self Help- Sewer Lateral June 2025 Gen Admin FY24/25	Paid by Check #53512		07/21/2025	08/08/2025	08/08/2025		08/08/2025	142.75
DIn23CH June2025	Self Help- 23CalHome Gen Admin&Activ Del. June 2025 FY24/25	Paid by Check #53512		07/21/2025	08/08/2025	08/08/2025		08/08/2025	4,756.21
DINCHPI-JUNE2025	Self Help-CalHome PI General Admin May-June 2025 FY24/25	Paid by Check #53512		07/23/2025	08/08/2025	08/08/2025		08/08/2025	73.02
		Vendor	46 - Self Help Enterprises Totals			Invoices	5		\$6,852.86
Vendor 61 - Silvas Oil Company Inc.									
199712CT	July 2025	Paid by Check #53513		07/31/2025	08/08/2025	08/08/2025		08/08/2025	102.73



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Vendor 61 - Silvas Oil Company Inc. Totals						Invoices	1		\$102.73
Vendor 594 - Karina Solis									
Reimb 8/5/25	Safety Reimb running shoes	Paid by Check #53514		08/05/2025	08/08/2025	08/08/2025		08/08/2025	32.44
Vendor 594 - Karina Solis Totals						Invoices	1		\$32.44
Vendor 427 - Spirit Stop									
1987059	Sponsorship	Paid by Check #53515		07/01/2025	08/08/2025	08/08/2025		08/08/2025	699.99
Vendor 427 - Spirit Stop Totals						Invoices	1		\$699.99
Vendor 214 - Stericycle, Inc.									
8011421746	July 2025	Paid by Check #53516		07/18/2025	08/08/2025	08/08/2025		08/08/2025	164.16
Vendor 214 - Stericycle, Inc. Totals						Invoices	1		\$164.16
Vendor 1140 - Strategic Business Locations, Inc.									
1 QTR-25	FY 24/2025 BESTBUY.com 1QTR-25	Paid by Check #53517		07/30/2025	08/08/2025	08/08/2025		08/08/2025	17,180.53
Vendor 1140 - Strategic Business Locations, Inc. Totals						Invoices	1		\$17,180.53
Vendor 1442 - Superior Pool Products, LLC									
Q2031820	Superior pool products fy 25/26	Paid by Check #53518		07/29/2025	08/08/2025	08/08/2025		08/08/2025	396.74
Q2031912	Superior pool products credit fy 25/26	Paid by Check #53518		07/31/2025	08/08/2025	08/08/2025		08/08/2025	(75.00)
Vendor 1442 - Superior Pool Products, LLC Totals						Invoices	2		\$321.74
Vendor 1953 - Ed Todd									
July 2025	Anthem Reimb 7/1/25-7/31/25	Paid by Check #53519		08/05/2025	08/08/2025	08/08/2025		08/08/2025	1,147.74
Vendor 1953 - Ed Todd Totals						Invoices	1		\$1,147.74
Vendor 1049 - Torres Tinting									
7997	PD - Tint Service / U#8 & U#16	Paid by Check #53520		08/01/2025	08/08/2025	08/08/2025		08/08/2025	300.00
Vendor 1049 - Torres Tinting Totals						Invoices	1		\$300.00
Vendor 2117 - TRANSUNION RISK & ALTERNATIVE DATA SOLUTIONS, INC.									
210720-202507-1	PD - Monthly Service / Account ID 210720	Paid by Check #53521		08/01/2025	08/08/2025	08/08/2025		08/08/2025	108.00
Vendor 2117 - TRANSUNION RISK & ALTERNATIVE DATA SOLUTIONS, INC. Totals						Invoices	1		\$108.00
Vendor 49 - Tulare County									
237671	FY25/26-Special Events-Frozen FunFest 8/5/25- Food vendor permit	Paid by Check #53522		08/04/2025	08/08/2025	08/08/2025	08/04/2025	08/08/2025	68.00
Vendor 49 - Tulare County Totals						Invoices	1		\$68.00
Vendor 307 - Tulare County Consolidated Ambulance Dispatch, Inc									
25-08-07	July 2025	Paid by Check #53523		08/05/2025	08/08/2025	08/08/2025		08/08/2025	9,057.95
Vendor 307 - Tulare County Consolidated Ambulance Dispatch, Inc Totals						Invoices	1		\$9,057.95
Vendor 2226 - United Rentals (North America), Inc.									
250454358-001	United Rentals- Roller 3-5 Ton Double Drum	Paid by Check #53524		07/31/2025	08/08/2025	08/08/2025		08/08/2025	28,210.00
Vendor 2226 - United Rentals (North America), Inc. Totals						Invoices	1		\$28,210.00
Vendor 129 - Valley Industrial & Family Medical Group									
547203	Hernandez	Paid by Check #53525		07/21/2025	08/08/2025	08/08/2025		08/08/2025	345.00



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Vendor 129 - Valley Industrial & Family Medical Group Totals									
Invoices							1		\$345.00
Vendor 1434 - Vast Networks									
66657	08/01/25-08/31/25 Internet	Paid by Check #53526		08/01/2025	08/08/2025	08/08/2025		08/08/2025	4,657.10
Vendor 1434 - Vast Networks Totals							1		\$4,657.10
Vendor 354 - Verizon Wireless									
6118427722	June/July 2025	Paid by Check #53527		07/12/2025	08/08/2025	08/08/2025		08/08/2025	394.22
6118536046	June/July 2025	Paid by Check #53528		07/14/2025	08/08/2025	08/08/2025		08/08/2025	515.12
Vendor 354 - Verizon Wireless Totals							2		\$909.34
Vendor 21 - Vestis Services LLC									
5031600752	FY25/26-Parks-Uniform Allowance-Parks Staff	Paid by Check #53529		07/30/2025	08/08/2025	08/08/2025	07/31/2025	08/08/2025	60.25
Vendor 21 - Vestis Services LLC Totals							1		\$60.25
Vendor 2072 - Wells Fargo Vendor Financial Services LLC									
5035263892	Aug/Sept 2025	Paid by Check #53530		07/26/2025	08/08/2025	08/08/2025		08/08/2025	126.51
Vendor 2072 - Wells Fargo Vendor Financial Services LLC Totals							1		\$126.51
Vendor 1313 - Yopez Plumbing									
08627	Yopez- Plaza Park Toilets	Paid by Check #53531		07/16/2025	08/08/2025	08/08/2025		08/08/2025	180.00
Vendor 1313 - Yopez Plumbing Totals							1		\$180.00
Vendor 584 - Christopher Zuniga									
ChrisFY25/26	Chris 1st pair of boots fy 25/26	Paid by Check #53532		07/23/2025	08/08/2025	08/08/2025		08/08/2025	200.00
Vendor 584 - Christopher Zuniga Totals							1		\$200.00
Vendor Kayla Saenz									
Rfnd-Saenz2025	FY24/25-Sports-Refund-Noah & Gabriel Saenz-2025 soccer reg	Paid by Check #53533		06/06/2025	08/08/2025	08/08/2025	07/30/2025	08/08/2025	84.00
Vendor Kayla Saenz Totals							1		\$84.00
Grand Totals							174		\$1,104,855.07



City Council Staff Report

Department: CITY MANAGER'S OFFICE

August 12, 2025

To: Mayor and City Council

From: Chad Lew, City Attorney

By:

Subject: Ordinance No. 2025-02, Amending Chapters 6.28, 6.32, 6.50, 6.76, Title 6 ("ANIMALS"), Concerning the Regulation of Animals, Licensing and Permitting of Animals and Commercial Animal Establishments, Impounding of Animals, and the Sale or Transfer of Dogs (CML)

RECOMMENDATION:

Council to conduct a public hearing, waive first reading, and take the following action by one motion:

1. Hold the noticed public hearing and consider any public testimony; and
2. Approve and give first reading to Ordinance No. 2025-02, An Ordinance of the City Council of the City of Dinuba Amending Chapters 6.28, 6.32, 6.50, 6.76 of Title 6 ("Animals"), Concerning the Regulation of Animals, Licensing and Permitting of Animals and Commercial Animal Establishments, Impounding of Animals, and the Sale or Transfer of Dogs (by reading by title only and waiving further reading thereof).

EXECUTIVE SUMMARY:

The City Attorney's office was tasked with reviewing and drafting proposed revisions to the City's animal control regulations, specifically addressing updates to the City's licensing, kennel, impounding, and sale requirements.

The proposed ordinance is aimed at controlling the stray animal population in the community, and reducing certain expenses that come with providing costly Animal Control services. A summary of Ordinance No. 2025-02 is provided for the City Council's consideration for approval. If approved, the second reading and adoption of the Ordinance will be scheduled for the next regular City Council Meeting, with the Ordinance going into effect 30 days thereafter.

OUTSTANDING ISSUES:

None

DISCUSSION:

The following is a summary of the proposed changes to the City's regulations.

Clarifications were made to the regulation limiting the number of dogs (4) that can be kept by individuals, and the limited exceptions permitting that number to be exceeded. For example, the current regulations contained an outdated reference allowing more than 4 dogs, if dogs that had been in the City since 1984. The proposed revision eliminates that exception.

With regard to licensing, a microchip requirement is proposed in addition to the license tags that are already required. The draft also authorizes separate licensing fees (set by resolution) for spayed/neutered and animals that are not spayed/neutered, and allows the licenses to be transferred upon transfer of ownership.

As a requirement of the City's contract with the City of Visalia for animal sheltering services, the proposed ordinance requires compliance with the impounding facility/animal shelter's requirements, including but not limited to Visalia's spaying/neutering requirements as a condition of an impounded animal's release.

With regard to commercial animal establishments, this ordinance clarifies that business licenses and other specific permits (such as a kennel or breeders permit) from the City are required, with the permits placing certain conditions on the sale or transfer of animals, including the conditions and restrictions on sale of such animals in a public place. With regard to these particular conditions and restrictions, there are exemptions for other governmental agencies, nonprofit animal rescue organizations, humane societies, permitted dog shows, and pet stores. The full text of the proposed changes is attached herein as 'Attachment A.' A notice of Public Hearing for this item was published in regular circulation of the Fresno Bee newspaper on August 1, 2025, and on the City's website.

Staff recommends Council conduct a public hearing, waive first reading, and take the following action by one motion:

1. Hold the noticed public hearing and consider any public testimony; and
2. Approve and give first reading to Ordinance No. 2025-02, An Ordinance of the City Council of the City of Dinuba Amending Chapters 6.28, 6.32, 6.50, 6.76 of Title 6 ("Animals"), Concerning the Regulation of Animals, Licensing and Permitting of Animals and Commercial Animal Establishments, Impounding of Animals, and the Sale or Transfer of Dogs (by reading by title only and waiving further reading thereof).

FISCAL IMPACT:

While there could be increased licensing, permitting or enforcement costs to the City, the City Council could consider modifying existing fees, or adding new fees which would help offset or otherwise address the changes proposed in Ordinance No. 2025-02.

PUBLIC HEARING:

A public hearing was properly scheduled and noticed for this meeting, with publication in the Fresno Bee.

ATTACHMENTS:

1. A. Ordinance No. 2025-02, Amending Title6 - Animals CML 7.30.25
2. NOTICE OF PUBLIC HEARING for Amendment to Animal Ordinance

ORDINANCE NO. 2025-02

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF DINUBA AMENDING CHAPTERS 6.28, 6.32, 6.50, 6.76, TITLE 6 ("ANIMALS"), CONCERNING THE REGULATION OF ANIMALS, LICENSING AND PERMITTING OF ANIMALS AND COMMERCIAL ANIMAL ESTABLISHMENTS, IMPOUNDING OF ANIMALS, AND THE SALE OR TRANSFER OF DOGS

WHEREAS, the City of Dinuba ("City"), in the interest of the public safety, health and welfare desires to modify its regulations of animals related to the licensing and permitting of animals and commercial animal establishments, impounding of animals, and the sale or transfer of dogs within the jurisdiction of the City;

NOW THEREFORE, THE CITY COUNCIL OF THE CITY OF DINUBA, CALIFORNIA, DOES ORDAIN AS FOLLOWS:

SECTION 1. CHAPTER 6.28, SECTION 6.28.010 OF TITLE 6 AMENDED. Section 6.28.010 (entitled "Kennel license required when") of Title 6, Chapter 6.28 (Limitation of Number of Dogs) is hereby re-titled and amended to read as follows:

Section 6.28.010 Limitation of number of dogs.

No person shall keep, harbor or maintain upon his premises within the city more than four dogs over the age of four months unless the person comes within one of the following conditions:

- A. Upon reasonable showing of necessity to the animal control officer, a person may be permitted to board a fifth dog for a period of time not to exceed thirty days;
- B. A person moving into the city limits of the city with five or more licensed dogs, from an area that permitted dogs, shall upon a showing of same to the animal control officer be permitted to continue to own and maintain the dogs until such time as the number of dogs is reduced by death, sale or other disposition;
- C. A person is operating a commercial animal establishment in full compliance with Chapter 6.76.

SECTION 2. CHAPTER 6.32, SECTION 6.32.010 OF TITLE 6 AMENDED. Section 6.32.010 (entitled "Animal license") of Title 6, Chapter 6.32 (Licensing), is hereby amended to read as follows:

Section 6.32.010 Animal license.

The owner of every dog over the age of four months owned and harbored in the city shall obtain an animal license therefor. New residents shall have thirty days in which to acquire such license. Any person who shall fail to pay such license fee after such fee is due, or such dog is required to be licensed, shall pay a penalty in accordance with the fee schedule. It is unlawful for any owner to fail to secure said license in accordance with the provisions of this chapter.

A. A license shall be obtained, but no license fee shall be payable, for the licensing of any dog which is being used for guide purposes by a handicapped resident of the city, or for a dog which has served as a member of the armed forces of the United States of America, or for any dog currently being used by a local law enforcement agency for the purposes of crime prevention.

B. The licensing regulations of this chapter shall not be applicable to the following: dogs used for diagnostic purposes or research, the use having been approved by the State Board of Public Health pursuant to Section 1666 of the Health and Safety Code of the state; dogs which are owned by veterinarians licensed by the state and which are kept or maintained on the premises used by such veterinarians in their practice; and dogs kept by owners of pet shops for the purposes of sale, circuses, animal exhibits or other enterprises maintaining dogs for sale which have been granted business licenses by the city.

C. Whenever a license tag has been stolen or lost, the owner or possessor of the dog for which the tag was issued, upon the payment of the required fee may receive a duplicate tag for the remaining portion of the license period.

SECTION 3. CHAPTER 6.32, SECTION 6.32.020 TITLE 6 AMENDED. Section 6.32.020 (entitled "License tag requirement") of Chapter 6.32 (Licensing), is hereby re-titled and amended to read as follows:

Section 6.32.020 License tag and microchip requirement.

Any animal for which a license is required under the provisions of this chapter shall be implanted with an identifying microchip, and have around its neck a suitable collar, having attached thereto such plate or tag with such inscription thereon as is required by this chapter.

SECTION 4. CHAPTER 6.32, SECTION 6.32.050 TITLE 6 AMENDED. Section 6.32.050 (entitled "Licensing Fees") of Chapter 6.32 (Licensing), is hereby amended to read as follows:

Section 6.32.050 Licensing Fees.

The City and/or Poundmaster shall collect a fee for dog licensing.

A. This subsection applies only to dogs which have not been spayed or neutered.

1. The annual license fee for each dog so described in subsection (A) of this section shall be set by resolution of the city council.

B. This subsection applies only to dogs which have been spayed or neutered, or which are unable to bear or produce offspring for physical or medical reasons.

1. A certificate from a licensed veterinarian that the dog comes within one of the provisions in subsection (B) of this section shall accompany the license form along with the fees set forth in this section.

2. The annual license fee for each dog described in subsection (B) of this section shall be set by resolution of the city council.

SECTION 5. CHAPTER 6.32, SECTION 6.32.055 TITLE 6 ADDED. Section 6.32.055 (entitled "License transferable") of Chapter 6.32 (Licensing), is hereby added as follows:

Section 6.32.055 License transferrable.

The license and tag issued pursuant to this chapter may be transferred when the ownership of the dog is transferred. The licensed owner of the dog shall notify the City and/or Poundmaster in a writing signed by the licensed owner and the proposed new owner of the dog of the change in ownership of the dog, and the name and address of the new owner.

SECTION 6. CHAPTER 6.50, SECTION 6.50.060 TITLE 6 AMENDED. Section 6.50.060 (entitled "Redemption of impounded animals") of Chapter 6.50 (Impoundment), is hereby amended to read as follows:

Section 6.50.060 Redemption of impounded animals.

A. The owner of any animal impounded, other than pursuant to Section 6.50.030 and Chapter 6.48, may, except as otherwise provided by law, redeem the animal at any time prior to its sale or destruction pursuant to this section.

B. The owner of any animal impounded pursuant to Section 6.50.030 may redeem the animal only upon written determination by a hearing officer, pursuant to Chapter 6.48, that the animal is not dangerous or vicious, or upon failure of the animal control officer to establish a hearing date pursuant to Section 6.48.020(G). In either case, the owner of the animal must apply for redemption in compliance with subsection (C) of this section.

C. A person desiring to redeem an animal shall deliver to the animal control officer an application for redemption, which shall include a description of the animal to be redeemed, a statement that the claimant is the owner of the animal to be redeemed and the name and address of the claimant.

D. If the animal control officer determines that the animal may be redeemed pursuant to subsection (A) or (B) of this section, the animal control officer shall issue to such person a written statement containing the name and address of the claimant, a description of the animal redeemed, the date on which the animal was impounded and any fees charged against the animal and paid by the claimant. The animal control officer's written statement shall serve as a certificate of redemption and receipt for the fees paid.

E. In addition to the requirements above, all conditions of the impounding facility/animal shelter, including but not limited to any spaying or neutering requirements, shall be complied with as a condition of the animal being released from the impounding facility/animal shelter.

SECTION 7. CHAPTER 6.76, SECTION 6.76.010 OF TITLE 6 AMENDED. Section 6.76.010 (entitled “Conditions and maintenance”) of Chapter 6.76 (“Commercial Animal Establishments”), is hereby re-titled and amended to read as follows:

Section 6.76.010 Commercial animal establishments.

A. It is unlawful for any person, firm, corporation, or association to erect, establish, maintain any commercial animal establishment without first obtaining a business license from the City and that business license may not be issued until after inspection and approval of the conditions of the commercial animal establishment by the City and/or Poundmaster according to the requirements of this Chapter. Such business license shall be issued pursuant to city licensing regulations; however, the City and/or Poundmaster may suspend it at any time an inspection reveals a violation of the provisions of this chapter.

B. Every person within the city who owns, conducts, manages or operates any commercial animal establishment for which a license is required shall comply with each of the following conditions:

1. Housing facilities for animals shall be structurally sound and shall be maintained in good repair to protect animals from injury and restrict entrance of other animals.

2. All animals and all animal buildings or enclosures shall be maintained in a clean and sanitary condition.

3. All animals shall be supplied with sufficient good and wholesome food and water as often as the feeding habits of the respective animals require.

4. Animal buildings and enclosures shall be so constructed and maintained as to prevent escape of animals.

5. All reasonable precautions shall be taken to protect the public from the animals and animals from the public.

6. Every building or enclosure wherein animals are maintained shall be properly ventilated to prevent drafts and to remove odors. Heating and cooling shall be provided as required according to the physical needs of the animals.

7. All animal rooms, cages, and runs shall be of sufficient size to provide adequate and proper housing for animals kept therein.

8. All animal runs shall be of concrete and provided with adequate drainage into an approved sewer or individual sewer disposal installation. Installation shall be approved by the director and building official.

9. All animals shall be taken to a licensed veterinarian for examination and treatment if so ordered by the animal control officer and any cost shall be borne by the owner.

10. Every violation of applicable regulation shall be corrected within a reasonable time to be specified by the animal control officer.

11. Commercial animal establishments shall comply with all other applicable Dinuba codes and ordinances.

SECTION 8. CHAPTER 6.76, SECTION 6.76.020 OF TITLE 6 AMENDED. Section 6.76.020 (entitled "License denial") of Chapter 6.76 ("Commercial Animal Establishments") is re-titled and amended as follows:

Section 6.76.020 Permit requirement.

A. Application for all kennel or breeder permits pursuant to this chapter shall be filed with the City and/or Poundmaster on a form prescribed by the City. Fees charged for these permits shall be set by resolution of city council. The kennel and breeder permits shall be issued for the calendar year or any part thereof and are effective from January 1st of each year and expire on December 31st of that same year. The full amount of the permit fee shall be paid even though the permit is issued for only a portion of a permit year. Renewal and payment of the permit is due and payable on January 1st of each year. The City and/or Poundmaster shall collect a delinquent penalty in an amount equal to the amount as established for license penalties.

B. The failure to obtain the appropriate permit is punishable as an infraction as set forth herein.

C. Any or all of the permits within this code may be immediately suspended for any violations of the conditions for commercial animal establishments pursuant to this chapter.

SECTION 9. CHAPTER 6.76, SECTION 6.76.030 THROUGH 6.76.080 ADDED. Sections 6.76.030 through 6.76.080 are hereby added to Chapter 6.76. ("Commercial Animal Establishments") as follows:

Section 6.76.030 Kennel permit.

A. It is unlawful for any commercial animal establishment to own, maintain, or harbor, any more than a total of four dogs within the city limits without first obtaining a kennel permit (or breeder permit for animals less than four months in age) from the City and/or Poundmaster.

B. The issuance of the permit shall be at the discretion of the City and/or Poundmaster who shall take into consideration the manner in which the animals are housed, sanitation and noise factors, as well as animal control regulations. The kennel permit may also require the payment of a separate kennel permit fee at the rate set by resolution of the City Council. Kennel permits shall contain the same requirements as commercial establishments for the health and safety of animals and the general public.

Section 6.76.040 Breeder permit.

A. It is unlawful for any person or any commercial animal establishment to permit an unaltered dog to breed more than one litter of dogs within a calendar year, without first obtaining a breeder permit, in addition to an unaltered dog license.

B. The fees for a breeder permit shall be set by resolution of the city council and must be submitted to the City and/or Poundmaster for the breeding of an unaltered dog to produce one litter in a calendar year, as well as advertising for the sale, adoption, gift, or transfer of dogs within the city limits. Breeding permit requirements are as follows:

1. No offspring can be sold, adopted, gifted, or transferred until eight weeks of age;
2. No offspring can be sold, adopted, gifted, or transferred until vaccinated against common diseases;
3. The breeder permit holder must display the permit number when advertising the animals for sale, adoption, gift, or transfer.

C. A separate breeder permit must be obtained and is required for each individual unaltered dog for which an owner desires to breed one litter within a calendar year.

Section 6.76.050 Breeder advertising.

It is unlawful for any person or any commercial animal establishment to advertise for the sale, adoption, gift, or transfer of a litter of dogs in the city without including in the advertisement a city breeder permit number. A litter shall be defined as two or more offspring from the same female dog.

Section 6.76.060 Reporting of dog records.

Every person and commercial animal establishment holder of a breeder permit, holder of a kennel permit and others who sell, adopt, gift, or transfer animals must keep permanent records of all dogs sold, adopted, gifted, and/or transferred and forward such information on a monthly basis to the City and/or Poundmaster for licensing and confirmation of rabies vaccination.

Section 6.76.070 Sale and Other Transfer of Dogs.

A. Any person or any commercial animal establishment who offers or provides, whether for compensation or otherwise, any dog for sale or other type of transfer, shall disclose to the transferee information regarding the license and permit requirements of the City applicable to the transferred animal.

B. No person or commercial animal establishment shall present any dog for sale, barter, exchange, or adoption, whether for compensation or otherwise, in any public place, without first obtaining a breeding permit from the City. The term public place shall include, but not be limited to streets, highways, sidewalks, businesses, shopping malls, flea markets, swap meets, and areas in front of commercial establishments. This prohibition shall not apply to:

1. Government agencies, nonprofit animal rescue organizations exempt from taxation under Internal Revenue Code section 501(c)(3); or humane societies or societies for the prevention of cruelty to animals if such societies are incorporated under the provisions of the California Corporations Code Section 10400 and the Nonprofit Public Benefit Corporation Law in Part 2 of the California Corporations Code, beginning at Section 5110.

2. Permitted dog shows.

3. Permitted pet stores which sell or otherwise transfer dogs, whether for compensation or otherwise, within the store.

C. No person or commercial animal establishment shall give away any dog or cat as a prize or as an inducement to enter into any contest, lottery, drawing, game or competition.

D. No person or commercial animal establishment shall give away any dog or cat as an inducement to enter a place of business.

E. No person or commercial animal establishment shall sell or give away any dog in any public place or in front of any business not owned by him/her or at any swap meet.

F. No person or commercial animal establishment shall sell, barter, exchange or offer for adoption, whether for compensation or otherwise, any dog to any minor under the age of eighteen years, without the written permission of one of the minor's parents or legal guardians.

G. Failure to display the breeding permit number or include it in any advertisement for sale, adoption or other transfer of dogs and cats is an infraction.

H. Possession of a valid permit under this Chapter of the code does not entitle the permit holder to engage in activity which is otherwise prohibited by law.

Section 6.76.080 License denial.

Failure of the applicant for the license to comply with any one of the foregoing conditions shall be deemed just cause for the denial of any license, whether original or renewal.

SECTION 10. SEVERABILITY. If any section, subsection, sentence, clause, phrase, or portion of this ordinance is, for any reason, held to be invalid or unconstitutional by the decision of any court of competent jurisdiction, such decision shall not affect the validity of the remaining portions of this ordinance. The City Council hereby declares that it would have adopted this ordinance and each section, subsection, sentence, clause, phrase, or portion thereof,

irrespective of the fact that any one or more sections, subsections, sentences, clauses, phrases, or portions thereof may be declared invalid or unconstitutional.

SECTION 11. POTENTIAL CONFLICTS. All ordinances, parts of ordinances, City resolutions or policies, and the like, in conflict with those sections amended or added herein to the Dinuba Municipal Code, are hereby expressly superseded by this ordinance.

SECTION 12. EFFECTIVE DATE. The foregoing ordinance shall take effect thirty (30) days from the date of the passage and adoption. Within twenty (20) days from the enactment hereof a certified copy of this ordinance shall be published in a newspaper of general circulation in the City.

SECTION 7. CONSTRUCTION. The City Council intends this ordinance to supplement, not to duplicate or contradict, applicable state and federal law and this ordinance shall be construed in light of that intent.

SECTION 8. CEQA REVIEW. The City Council hereby finds that this ordinance is not subject to review under the California Environmental Quality Act (CEQA) pursuant to CEQA Guidelines section 15061(b)(3) [there is no possibility the activity in question may have a significant affirmative effect on the environment].

SECTION 9. CERTIFICATION. The City Clerk shall certify as to the passage and adoption of this ordinance, and the City Clerk shall cause the same to be posted and codified in the manner required by law.

PASSED, APPROVED AND ADOPTED this _____ day of _____, 2025.

By: _____
Rachel Nerio-Guerrero, Mayor.

ATTEST: _____
Maria Alaniz, City Clerk.

NOTICE OF PUBLIC HEARING
CITY OF DINUBA

NOTICE IS HEREBY GIVEN that a public hearing is scheduled to be held on Tuesday, August 12, 2025 at the regular meeting of the Dinuba City Council and to introduce the following Ordinance for first reading:

CITY OF DINUBA
ORDINANCE NO. 2025-02

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF DINUBA
AMENDING CHAPTERS 6.28, 6.32, 6.50, 6.76, TITLE 6 ("ANIMALS"),
CONCERNING THE REGULATION OF ANIMALS, LICENSING AND
PERMITTING OF ANIMALS AND COMMERCIAL ANIMAL
ESTABLISHMENTS, IMPOUNDING OF ANIMALS, AND THE SALE OR
TRANSFER OF DOGS**

The City of in the interest of the public safety, health and welfare desires to modify its regulations of animals related to the licensing and permitting of animals and commercial animal establishments, impounding of animals, and the sale or transfer of dogs within the jurisdiction of the City. Adoption of ordinances or their amendments require a first reading and second reading at two separate meetings of the City Council. This public hearing will be to consider the first reading of the proposed amendments.

PUBLIC HEARING

Date: August 12, 2025
Time: 6:30 pm (or shortly thereafter)
Place: City of Dinuba City Council Chambers
405 E El Monte Way
Dinuba, CA 93618

You are welcome to attend this meeting to express your views during the Public Hearing on this proposed ordinance. The City also accepts mailed comments, which are then distributed to the City Council prior to the Public Hearing. If you desire more information or wish to view a full copy of the proposed ordinance and staff report, please contact the City Clerk's office at 405 E El Monte Way, Dinuba CA (559) 591-5900.

ATTEST: Chad M. Lew, City Attorney
Published Date: Fresno Bee, August 1, 2025



City Council Staff Report

Department: ENGINEERING

August 12, 2025

To: Mayor and City Council
From: Watts Jason, City Engineer
By: Watts Jason, City Engineer
Subject: Authorization to Purchase Amenities for Entertainment Plaza Renovation Project (JW)

RECOMMENDATION:

Council to authorize the Parks & Community Services Director to purchase amenities for the Entertainment Plaza Renovation Project.

EXECUTIVE SUMMARY:

The City received a \$2.9 million grant through the Clean California program to support the renovation of Entertainment Plaza Park in downtown Dinuba. To ensure the timely delivery of playground equipment and other site amenities, staff is requesting authorization to proceed with the early procurement of a select group of items. This will help ensure all materials are available and ready for installation during the park's construction phase.

This staff report includes only a portion of the items proposed for early purchase. The remaining items will be brought forward for City Council consideration at the next scheduled Council meeting.

OUTSTANDING ISSUES:

None

DISCUSSION:

The City of Dinuba was awarded a \$2.9 million grant through the Clean California Local Grant Program, administered by Caltrans. This highly competitive, statewide initiative is designed to transform public spaces by reducing litter, upgrading public infrastructure, promoting community engagement, and fostering safer, more accessible environments—particularly in underserved and disadvantaged communities. The funds awarded to Dinuba will support a comprehensive renovation of Entertainment Plaza

Park, a centrally located and heavily utilized public space in the heart of downtown.

The planned improvements are aimed at revitalizing the plaza to better serve community events and gatherings, while creating a more welcoming, inclusive, and functional environment for residents and visitors. Enhancements will include the addition of shade structures, public art, site furnishings, drought-tolerant landscaping, and other key features that align with the goals of the Clean California program.

To ensure the project stays on schedule and to mitigate the risk of delays related to material procurement, staff is requesting City Council authorization to move forward with the early purchase of select site amenities. These early purchases are necessary due to long lead times commonly associated with specialty materials and equipment. By acquiring these items in advance, the City can ensure all materials are available for installation when the construction phase begins.

It is important to note that this staff report includes only a portion of the proposed items for early procurement. The remaining materials will be brought to the City Council at the next regularly scheduled meeting for further consideration and approval.

All purchases will be conducted in accordance with the City's adopted procurement policy, as outlined in Resolution No. 2023-03, and will comply with the applicable state and grant agency regulations governing the use of awarded funds. For reference, the City's purchasing policy is attached as Attachment 'A', along with a summary table of purchasing thresholds below:

Purchasing Threshold	Purchasing Procedure	Explanation
\$0 to \$34,999	No Competitive Bidding	City may acquire quotes directly from any vendor
\$35,000 to \$84,999	Informal Bidding Process	City must obtain quotes from at least three qualified suppliers
\$85,000 and above	Formal Bidding Process	Public bidding is required, as with major capital projects

The following material falls within the thresholds outlined above and has been evaluated by City staff for quality, durability, and compatibility with the overall design vision for the Entertainment Plaza Improvements Project:

Material Description	Quantity	Supplier	Cost
Decorative Park Lights	12	SCL North	\$66,924.00*

*Tax not included in the table above. Full quote documentation is provided as Attachment 'B'.

In conclusion, to avoid any supply chain-related construction delays, staff recommends that the City Council approve the early purchase of the materials listed above. This proactive step will help ensure that all items are available and on-site when construction begins, supporting the timely and successful delivery of the Entertainment Plaza Improvements Project.

FISCAL IMPACT:

The City will be using grant funding to purchase the materials.

PUBLIC HEARING:

None

ATTACHMENTS:

1. A. Resolution Number 2023-03
2. B. Material Quote

Attachment 'A'

RESOLUTION 2023-03

**A RESOLUTION OF THE COUNCIL OF THE CITY OF DINUBA
APPROVING AND ADOPTING THE PURCHASING POLICY**

WHEREAS, the City Council recognizes the importance of establishing a comprehensive policy for the procurement of services and materials; and

WHEREAS, the City Council believes it is in the best interest of the City to have a policy in place to give guidance for the procurement of services and assets; and

WHEREAS, an addendum to the purchasing policy was executed on October 23, 2018 to add a procurement thresholds for construction contracts; and

WHEREAS, an addendum to the purchasing policy was executed on June 25, 2019 to increase the purchase order threshold from \$2500 to \$5,000; and increase the bidding thresholds for materials or services to account for inflation and to be in line with other cities; and conform to the Uniform Guidance set forth by the Federal Purchasing Policy for the procurement of federal grants; and

WHEREAS, a purchasing policy update is required to include a provision for the appeal of the award of bids; and

WHEREAS, a purchasing policy amendment is necessary to update the steps for a comprehensive review of vendor purchases:

NOW, THEREFORE, BE IT RESOLVED, the Dinuba City Council hereby resolves that the amended Purchasing Policy (Attachment "A"). is hereby adopted.

PASSED, APPROVED AND ADOPTED this 10th day of January 2023, at a regular meeting of the Dinuba City Council by the following vote:

AYES:	COUNCIL MEMBERS: Nerio-Guerrero, Reynosa, Prado, Thusu, Launer
NOES:	COUNCIL MEMBERS: None
ABSTAIN:	COUNCIL MEMBERS: None
ABSENT:	COUNCIL MEMBERS: None


Mayor

ATTEST:


City Clerk



CITY OF DINUBA

PURCHASING POLICY AND PROCEDURE MANUAL

A. PURPOSE AND SCOPE

The purpose of this Purchasing Policy for the City of Dinuba, California, is to provide guidelines and procedures for the purchase of supplies and equipment, to secure for the City supplies and equipment at the lowest possible cost commensurate with the quality needed, to exercise positive financial control over purchases, and to clearly define authority in purchasing decisions. The City Manager is empowered to make all purchases and award all contracts not in excess of \$35,000 (as adjusted herein), but may delegate the responsibility. All City Department Directors will be responsible for following the correct applicable purchasing procedures.

B. ETHICS

City employment in a purchasing or material management position is a public trust and requires all such employees to maintain a special awareness of that trust. Each employee must avoid a conflict or appearance of a conflict between their public employment and their private lives. They must avoid any action, whether or not specifically prohibited by this or other instruction or law, which results in or can reasonably be expected to create the appearance of:

1. Using public office for private gain;
2. Giving preferential treatment to any person or entity;
3. Purchasing items at the City's discounted price for personal use;
4. Impeding City efficiency or economy;
5. Making a City decision outside official channels; or
6. Adversely affecting the confidence of the public in the integrity of City government.

C. CONFLICT OF INTEREST

When a city employee or manager is involved in a procurement activity by inviting or evaluating offers from a supplier or contractor with whom he or she has some pecuniary or personal interest or personal bias against, he or she is obliged to declare that interest or bias to the City Manager and distance himself or herself from any further involvement in that negotiation. Pecuniary interests include the form of share holdings, partnerships, or offering some form of financial support to that supplier. Personal interests include the involvement of immediate family in the supplier's operation either as shareholders or employees.

Purchasing supplies, materials or services by using the City and/or any of the City's credit accounts as a means of obtaining a discounted price for personal gain is strictly prohibited.

D. DEFINITIONS

1. Post-Consumer Recovered Material – A finished material which would normally be disposed of as a solid waste, having reached its intended end-use and completed its life-cycle as a consumer item, and does not include manufacturing or converting wastes.
2. Pre-Consumer Recovered Material – Material or by-products generated after the manufacture of a product is completed but before the product reaches the end-use consumer. Pre-consumer material does not include mill and manufacturing trim, scrap, or broke which is generated at a manufacturing site and commonly reused on-site in the same or another manufacturing process.
3. RFP - Request for Proposals - An RFP may be used to request proposals from qualified bidders to provide a professional service or product to the City. An RFP may contain an understanding of the scope of work to be performed, background and qualifications of the firm submitting the proposal, listing of licenses and qualifications, biographical sketches of the key employees, and the costs proposed.
4. RFQ - Requests for Qualifications - An RFQ may be used to establish an approved list of specialists. An RFQ will request the specialists to submit details of their qualifications, licensure, staffing of their agencies, and possibly references.

E. PURCHASING

The Administrative Services Director shall act as the Purchasing Agent for the City. Under the administrative direction of the City Manager, the Purchasing Agent may:

1. Purchase or contract for supplies and equipment required in accordance with purchasing procedures herein described or any other rules and regulations proscribed by the City Manager or the City Council.
2. Assist City Staff in negotiating and recommending executing contracts for the purchase of supplies and equipment.
3. Act to procure for the City the needed quality in supplies and equipment at the least reasonable expense to the City.
4. Obtain as full and open competition as possible on all purchases.
5. Join with other government units in cooperative purchasing plans when the best interests of the City would be served thereby.
6. Assist City Staff with the inspection of supplies and equipment purchased to insure conformance

with specifications.

F. COMPREHENSIVE POLICY

All purchases made by all departments within the City of Dinuba are covered under this policy, except as listed in Section H of this policy. No competitive bidding is required for specialized services, or for any products or services the total purchase of which is under the amount of \$34,999. For purchases totaling between the amounts of \$35,000 and \$84,999, informal bid procedures apply, as listed in Section I of this Policy. For purchases totaling \$85,000, or greater, see Section J. The amounts in this Policy are exclusive of taxes and/or shipping charges.

Contracts for construction shall follow the procedures as defined in this document for "informal" and "formal" procurements but shall have bidding thresholds that are reflective of the construction market. For purchases under the amount of \$60,000, no competitive bidding is required; however, staff is directed to their due diligence to ensure the City is receiving the best price available. Whenever practical, obtaining more than one quote is preferred. For purchases between the amounts of \$60,000 and \$199,999 informal bidding procedures apply. For amounts \$200,000 and above, formal bidding procedures will apply as outlined in section J of this document.

Preferences may be given to local vendors and contractors, even though their bid price for goods or services are higher than the lowest responsible bid, if the local bid is within five percent of the lowest responsible bid received. (Ord. 2008-06)

At a minimum of once every three (3) years, the Purchasing Agent shall review the cumulative purchases from each vendor for the prior 3 years. Should it be determined, based on that review, that it is in the City's best interest to issue a new request for proposal such proposal shall be issued in a timely manner.

G. RECYCLING

All City Departments shall use recycled products and recyclable products whenever practicable. Special emphasis shall be placed on the purchase of products manufactured with post-consumer recycled material.

1. The City shall require its contractors and consultants to use and specify recycled products and recyclable products in fulfilling contractual obligations whenever practicable.
2. Contractors shall provide certification of the content of recycled and recyclable materials and report of the amounts used.
3. It is recommended that, whenever practical and fiscally responsible, to purchase products which contain, in order of preference, the following:
 - a. The highest percentage of recycled content of post-consumer recovered material, available

in the marketplace.

- b. The highest percentage of "pre-consumer recovered material" available in the marketplace.

4. Caveats:

- a. Nothing contained in this policy shall preclude user departments from specifying "recycled" material content as a bid specification.
- b. Nothing in this policy shall be construed as requiring a department or contractor to procure products that do not perform adequately for their intended use or are not available at a reasonable price in a reasonable period of time.
- c. Nothing in this policy shall be construed as requiring a department or contractor to procure products where the warranty for recycled products is not equal to virgin products or where the recycled material voids, shortens, interrupts, or cancels warranty of other supplies or units of components.

H. EMERGENCY PROCUREMENT

In case of a great public disaster or emergency, the Council may declare an emergency, suspend the normal requirements of this Purchasing Policy, and authorize the City Manager to proceed without advertising for bids or quotations. The City Manager shall retain all requisitions and delivery records and shall, within a reasonable time, present them along with a full written explanation of circumstances necessitating the expenditures to City Council to be filed for public record.

I. INFORMAL BIDDING PROCEDURES - FOR PURCHASES \$35,000 TO \$84,999

Purchases within this category require written quotes from at least three qualified vendors or professionals. Written quotations shall indicate what items or services will be provided, the name of the company, the name of the person and his/her authority to quote prices, and the applicable prices. In the event that three qualified providers cannot be located, a memorandum to that effect shall be placed in the file to document this fact.

Contracts or purchases will be to the lowest responsible bidder or vendor meeting specifications. A staff report will be prepared for the City Manager detailing the need, the bid procedures performed, and recommending the contractor or vendor. Council will make the ultimate decision as to the award of the contract/purchase.

Documentation of the quotations shall be submitted to the Administrative Services and Public Works Director along with the invoice for payment. All documentation shall be held by the requesting Department Director for a period of one year from the date of purchase.

J. FORMAL BIDDING PROCEDURES - FOR PURCHASES ABOVE \$85,000

All single purchases falling within this category shall go through a formal bidding process. Purchases or services shall be by written contract or agreement with the lowest responsible bidder pursuant to the procedure hereinafter proscribed.

The requesting Department Manager shall receive authorization from the City Manager to go out to bid. Upon receiving the authorization, the Department Manager shall develop the necessary specifications to prepare the bid package. Projects that involve public works or require engineering and/or other permits shall be reviewed by the Public Works Director prior to soliciting bids.

1. **Notice Inviting Bids:** Notices inviting bids shall include a general description of the articles to be purchased or the services to be provided, shall state where bid blanks and specifications may be secured, and the time and place for opening of the bids.

Notices inviting bids shall be published at least ten days before the date of the opening of bids; the opening of the bids shall be published at least twice not less than five days apart in the newspaper of general circulation in the area.

The requesting Department Manager shall also solicit sealed bids from all responsible prospective suppliers whose names are on the Bidder's List, who have made written request that their names be added thereto, or who have been determined to meet the appropriate qualifications.

2. **Bidder's Security:** When required, bidder's security may be proscribed in the public notices inviting bids. Bidders shall be entitled to return of bid security, provided, however, that a successful bidder shall forfeit his/her bid security upon his/her refusal or failure to execute the contract within ten days after the notice of award of contract has been mailed, unless in the latter event the City is solely responsible for the delay in executing the contract. The City Council may, on refusal or failure of the successful bidder to execute the contract, award it to the next lowest responsible bidder, the amount of the lowest bidder's security shall be applied by the City to the contract price differential between the lowest bid and the second lowest bid, and the surplus, if any, shall be returned to the lowest bidder.

3. **Award of Bids:** Contracts or purchases will be awarded to the lowest responsible bidder or vendor meeting specifications. A staff report will be prepared for the City Manager detailing the need, the bid procedures performed, and recommending the contractor or vendor. Council will make the ultimate decision as to the award of the contract/purchase.

K. OPEN PURCHASE ORDERS

An Open Purchase Order (Blanket Purchase Order) is a Purchase Order placed with a vendor for a specified length of time, usually one fiscal year, authorizing the sale of materials to an authorized employee of the City, according to listed conditions. Open Purchase Orders may not be placed for items or services totaling over \$35,000, except as otherwise provided in this policy or specifically authorized by the City Manager or City Council.

An Open Purchase Order will be placed with numerous vendors the City deals with on a regular basis. A list of Open Purchase Orders will be provided by the Administrative Services Director to each Department at the beginning of each fiscal year. Department Managers may request additional Open Purchase Orders at that time, or at any time during the year when new vendors are authorized. This policy is intended to facilitate efficient operation in situations where personnel frequently find it necessary to purchase materials and supplies.

L. COOPERATIVE PURCHASING

The City has authorized the Purchasing Agent, by resolution, to participate in the purchase of products through the State of California Department of General Services and the County of Tulare. The intent is to provide the best possible prices for the City, while complying with applicable laws and regulations and the policies herein presented. He/she is also authorized to participate in the purchase of products through other Governmental Agencies who go through the competitive bidding process for materials.

M. PAYMENT OF ACCOUNTS

City employees or representatives shall receive an invoice or receipt for any supplies or services received. It shall clearly describe the materials or services purchased, date of purchase, and the total price. The employee or representative shall review the invoice and deliver it to the Department Head or his/her designee for approval. The Department Head shall provide the appropriate accounting expenditure code to be assigned and will approve and forward the invoice to the Administrative Services Department. For purchases exceeding \$5,000, a Purchase Order must be prepared and approved by the Department Director and the Administrative Services Director unless an Open Purchase Order is in place.

The Administrative Services Department shall prepare payments to vendors and the Administrative Services Director will determine the schedule for payment due from the City. Payments for all approved invoices will be made not less than twice per month, but may be made on a weekly basis if work schedules permit. A listing containing, at a minimum, the names of payees and the amounts of the warrants, will be submitted to Council for inclusion in the consent calendar of the agenda.

N. PETTY CASH

Each City Department Director has at least one Petty Cash Fund for the purpose of making purchases from local vendors when the item costs less than \$80.00. The Administrative Services Director will verify expenditures from receipts and will replenish each Department's Petty Cash Fund when requested, but in no case more than twice each month. For more information please refer to the City's Petty Cash Procedures.

O. FEDERAL REQUIREMENTS

This section shall apply to the awarding of sub-grants and contracts by the City stemming from federal grants to the City. This section shall have the same application on the awarding of sub-grants and contracts by the City stemming from state, county or other non-federal government entity grants originating as federal grants.

1. The City shall maintain a contract administration system which ensures contractors perform in accordance with the terms, conditions and specifications of their contracts or purchase orders.
2. The City shall maintain written standards of conduct covering conflicts of interest and governing the actions of its employees engaged in the selection, award and administration of contracts. No employee, officer or agent of the City shall participate in selection, or in the award or administration of a contract supported by federal funds if a conflict of interest, real or apparent, would be involved. Such a conflict would arise when any of the below has a financial or other interest in or a tangible personal benefit from a firm considered for award
 - a. The employee, officer or agent;
 - b. Any member of his or her immediate family;
 - c. His or her partner; or
 - d. An organization which employs, or is about to employ, any of the above.
3. The City's officers, employees or agents will neither solicit nor accept gratuities, favors or anything of monetary value from contractors, potential contractors, or parties to sub-agreements. Such a conflict will not arise where the financial interest is not substantial or the gift is an unsolicited item of nominal intrinsic value. The City's standards of conduct provide for disciplinary actions to be applied for violations of such standards by officers, employees, or agents of the City.

4. The City shall not enter into a contract with a non-Federal entity that has a parent, affiliate, or subsidiary organization that is not a state, local government or Indian tribe, unless the non-Federal entity maintains written standards of conduct covering organizational conflicts of interest. Organizational conflicts of interest mean due to relationships 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.
5. The City shall avoid acquisition of unnecessary or duplicative items. Consideration will be given to consolidating or breaking out procurements to obtain a more economic purchase. Where appropriate, an analysis will be made of lease versus purchase alternatives, and any other appropriate analysis to determine the most economical approach.
6. The City shall consider entering into state and local intergovernmental agreements or inter-entity agreements where appropriate for procurement or use of common or shared goods and services.
7. The City shall consider using Federal excess and surplus property in lieu of purchasing new equipment and property whenever such use is feasible and reduces project costs.
8. The City shall consider using value engineering clauses in contracts for construction projects of sufficient size to offer reasonable opportunities for cost reductions. Value engineering is a systematic and creative analysis of each contract item or task to ensure its essential function is provided at the overall lower cost.
9. The City shall make awards only to responsible contractors possessing the ability to perform successfully under the terms and conditions of a proposed procurement. Consideration will be given to such matters as contractor integrity, compliance with public policy, record of past performance and financial and technical resources.
10. The City shall maintain records sufficient to detail the history of procurement. These records will include, but are not necessarily limited to the following: rationale for the method of procurement, selection of contract type, contractor selection or rejection and the basis for the contract price.
11. The City shall use time and material type contracts only:
 - a. After a determination is made that no other contract is suitable; and
 - b. If the contract includes a ceiling price the contractor exceeds at their own risk. Time and materials type contract means a contract whose cost to the City is the sum of:
 - i. The actual cost of materials; and
 - ii. Direct labor hours charged at fixed hourly rates that reflect wages, general and administrative expenses and profit.
 - c. Since this formula generates an open-ended contract price, a time and materials contract provides no positive profit incentive to the contractor for cost control or labor efficiency. Therefore, each contract must set a ceiling price that the contractor exceeds at its own risk. Further, the City must assert a high degree of oversight in order to obtain reasonable assurance that the contractor is using efficient methods and effective cost controls.

12. The City alone shall be responsible, in accordance with good administrative practice and sound business judgment, for the settlement of all contractual and administrative issues arising out of procurements. These issues include, but are not limited to, source evaluation, protests, disputes and claims. These standards do not relieve the City of any contractual responsibilities under its contracts.

A. Competition.

1. The City will conduct procurement transactions in a manner providing full and open competition. To ensure objective contractor performance and eliminate unfair competitive advantage, contractors developing or drafting specifications, requirements, statements of work, or invitations for bids or requests for proposals shall be excluded from competing for such procurements.
2. The City shall conduct procurements in a manner prohibiting the use of statutorily or administratively imposed in-state or local geographical preferences in the evaluation of bids or proposals, except in those cases where applicable Federal statutes expressly mandate or encourage geographic preference. When contracting for architectural and engineering (A/E) services, geographic location may be a selection criteria provided its application leaves an appropriate number of qualified firms, given the nature and size of the project, to compete for the contract.
3. The City shall have written procedures for procurement transactions. These procedures will ensure that all solicitations:
 - a. Incorporate a clear and accurate description of the technical requirements for the material, product or service to be procured. Such description must not, in competitive procurements, contain set forth those features which unduly restrict competition. The description may include a statement of the qualitative nature of the material, product or service to be procured, and when necessary, shall minimum essential characteristics and standards to which it must conform if it is to satisfy its intended use. Detailed product specifications should be avoided. When it is impractical or uneconomical to make a clear and accurate description of the technical requirements, a brand name or equal description may be used to define the performance or other salient requirements of procurement. The specific features of the named brand which must be met by offerors shall be clearly stated; and
 - b. Identify all requirements which the offerors must fulfill and all other factors to be used in evaluating bids or proposals.
4. The City shall ensure prequalified lists of persons, firms or products that are used in acquiring goods and services are current and include enough qualified sources to ensure maximum open

and free competition. The City shall not preclude potential bidders from qualifying during the solicitation period.

B. Methods of Procurement to be Followed. The City shall use one of the following methods of procurement:

1. Procurement by Micro-Purchases. Procurement by micro-purchase is the acquisition of supplies or services, the aggregate dollar amount of which does not exceed the micro-purchase threshold as set by the Federal Acquisition Regulation at 48 CFR Subpart 2.1 (Definitions) and adjusted periodically for inflation. As of September 2022, the micro-purchase threshold is \$10,000.
2. Procurement by Small Purchase Procedures. Small purchase procedures are those relatively simple and informal procurement methods for securing services, supplies or other property that do not cost more than the simplified acquisition threshold as set by the Federal Acquisition Regulation at 48 CFR Subpart 2.1 (Definitions) and in accordance with 41 U.S.C. 1908 and periodically adjusted for inflation. If small purchase procedures are used, price or rate quotations shall be obtained from an adequate number of qualified sources. As of September 2022, the simplified acquisition threshold is \$250,000. The City's comprehensive policy, as outlined in section F of this document shall be adhered to.
3. Procurement by Sealed Bids (Formal Advertising). Bids are publicly solicited and a firm-fixed-price contract (lump sum or unit price) is awarded to the responsible bidder whose bid, conforming to all the material terms and conditions of the invitation for bids, is the lowest in price.
 - a. For sealed bidding to be feasible, the following conditions should be present:
 - (1) A complete, adequate, and realistic specification or purchase description is available;
 - (2) Two or more responsible bidders are willing and able to compete effectively for the business; and
 - (3) The procurement lends itself to a firm-fixed-price contract and the selection of the successful bidder can be made principally based on price.
 - b. If sealed bids are used, the following requirements apply:
 - (1) The invitation for bids will be publicly advertised and bids shall be solicited from an adequate number of known suppliers, providing them sufficient time prior to the date set for opening the bids;
 - (2) The invitation for bids, which will include any specifications and pertinent attachments, shall define the items or services for the bidder to properly respond;
 - (3) All bids will be publicly opened at the time and place prescribed in the invitation for bids;
 - (4) A firm-fixed-price contract award will be made in writing to the lowest responsive and responsible bidder. Where specified in bidding documents, factors such as discounts, transportation cost and life cycle costs shall be considered in determining which bid is

lowest. Payment discounts will only be used to determine the low bid when prior experience indicates that such discounts are usually taken advantage of; and

(5) If there is a sound documented reason, any or all bids may be rejected.

4. Procurement by Competitive Proposals. The technique of competitive proposals is normally conducted with more than one source submitting an offer, and either a fixed-price or cost-reimbursement type contract is awarded. It is generally used when conditions are not appropriate for the use of sealed bids. If this method is used, the following requirements apply:

- a. Requests for proposals shall be publicized and identify all evaluation factors including relative importance. Any response to publicized requests for proposals shall be honored to the maximum extent practical;
- b. Proposals will be solicited from an adequate number of qualified sources;
- c. The City shall conduct technical evaluations of the proposal received and for selecting awardees;
- d. Awards will be made to the responsible firm whose proposal is most advantageous to the program, with price and other factors considered; and
- e. The City may use competitive proposal procedures for qualifications-based procurement of architectural/engineering (A/E) professional services whereby competitors' qualifications are evaluated and the most qualified competitor is selected, subject to negotiation of fair and reasonable compensation. The method, where price is not used as a selection factor, can only be used in procurement of A/E professional services. It cannot be used to purchase other types of services though A/E firms are a potential source to perform the proposed effort.

5. Procurement by noncompetitive proposals is procurement through solicitation of a proposal from only one source and may be used only when one or more of the following circumstances applies:

- a. The item is available only from a single source;
- b. The public exigency or emergency for the requirement will not permit a delay resulting from competitive solicitation;
- c. The Federal awarding agency or pass-through entity expressly authorizes noncompetitive proposals in a written request from the City; or
- d. After solicitation of multiple sources, competition is determined inadequate.

6. Contracting with Small and Minority Businesses, Women's Business Enterprises and Labor Surplus Area Firms.

- a. The City shall take all necessary affirmative steps to assure that minority businesses, women's business enterprises and labor surplus area firms are used when possible.
- b. Affirmative steps include:
 - (1) Placing qualified small and minority businesses and women's business enterprises on solicitation lists;
 - (2) Assuring that small and minority businesses and women's business enterprises are solicited whenever they are potential sources;
 - (3) Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses and women's business enterprises;
 - (4) Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses and women's business enterprises;
 - (5) Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce; and
 - (6) Requiring the prime contractor, if subcontracts are to be let, to take the affirmative steps listed in subsections 6.b.(1) through (6) of this section.

7. Contracts Cost and Price.

- a. The City shall perform a cost or price analysis in every procurement action exceeding the simplified acquisition threshold including contract modifications. The method and degree of analysis will be dependent on the facts surrounding each procurement situation. As a starting point, the City shall make independent estimates before receiving bids or proposals.
- b. Costs or prices based on estimated costs for contracts under the Federal award will be allowable only to the extent that costs incurred or cost estimates included in negotiated prices would be allowable for the City under Subpart E – Cost Principles of Title 2, Subtitle A, Part 200 (Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards).
- c. The cost plus a percentage of cost and percentage of construction cost methods of contracting shall not be used.

8. Federal Awarding Agency or Pass-Through Entity Review.

- a. The City shall make available, upon request of the Federal awarding agency or pass-through entity, technical specifications on proposed procurements where the Federal awarding

agency or pass-through entity believes such review is needed to ensure that the item or service specified is the one being proposed for purchase.

- b. The City shall make available upon request, for the Federal awarding agency or pass-through entity pre-procurement review, procurement documents, such as requests for proposal or invitations for bids, or independent cost estimates when:
 - (1) The City's procurement procedures or operation fails to comply with the procurement standards of Title 2, Subtitle A, Part 200, Subsection 200.324;
 - (2) The procurement is expected to exceed the simplified acquisition threshold and is to be awarded without competition or only one bid or offer is received in response to a solicitation;
 - (3) The procurement, which is expected to exceed the simplified acquisition threshold, specifies a "brand name" product;
 - (4) The proposed contract is more than the simplified acquisition threshold and is to be awarded to other than the apparent low bidder under a sealed bid procurement; or
 - (5) A proposed modification changes the scope of a contract or increases the contract amount by more than the simplified acquisition threshold.
 - c. The City may be exempted from the pre-procurement review in subsection 8.b. above if the Federal awarding agency or pass-through entity determines that its procurement systems comply with the standards set forth in Title 2, Subtitle A, Part 200, or the City self-certifies compliance with such standards if self-certification is permitted by the Federal awarding agency or pass-through entity.
9. **Bonding Requirements.** For public projects, the City shall require bid guarantees, performance bonds, and payment bonds consistent with Title 2, Part 200, Section 200.325 of the Code of Federal Regulations.
 10. **Contract Provisions.** The City's contracts shall contain the provisions in Appendix II to Title 2, Subtitle A, Part 200 – Contract Provisions for non-Federal Entity Contracts Under Federal Awards, as applicable.

P. PENTALTIES, SANCTIONS OR DISCIPLINARY ACTIONS FOR VIOLATIONS

Violations by the grantee, grantee's officers and employees will be subject to the disciplinary actions prescribed in "Chapter 13: Disciplinary Procedures" included in the City of Dinuba's Personnel Policies and Practices Manual.

Q. APPEALS OF AWARD OF BIDS

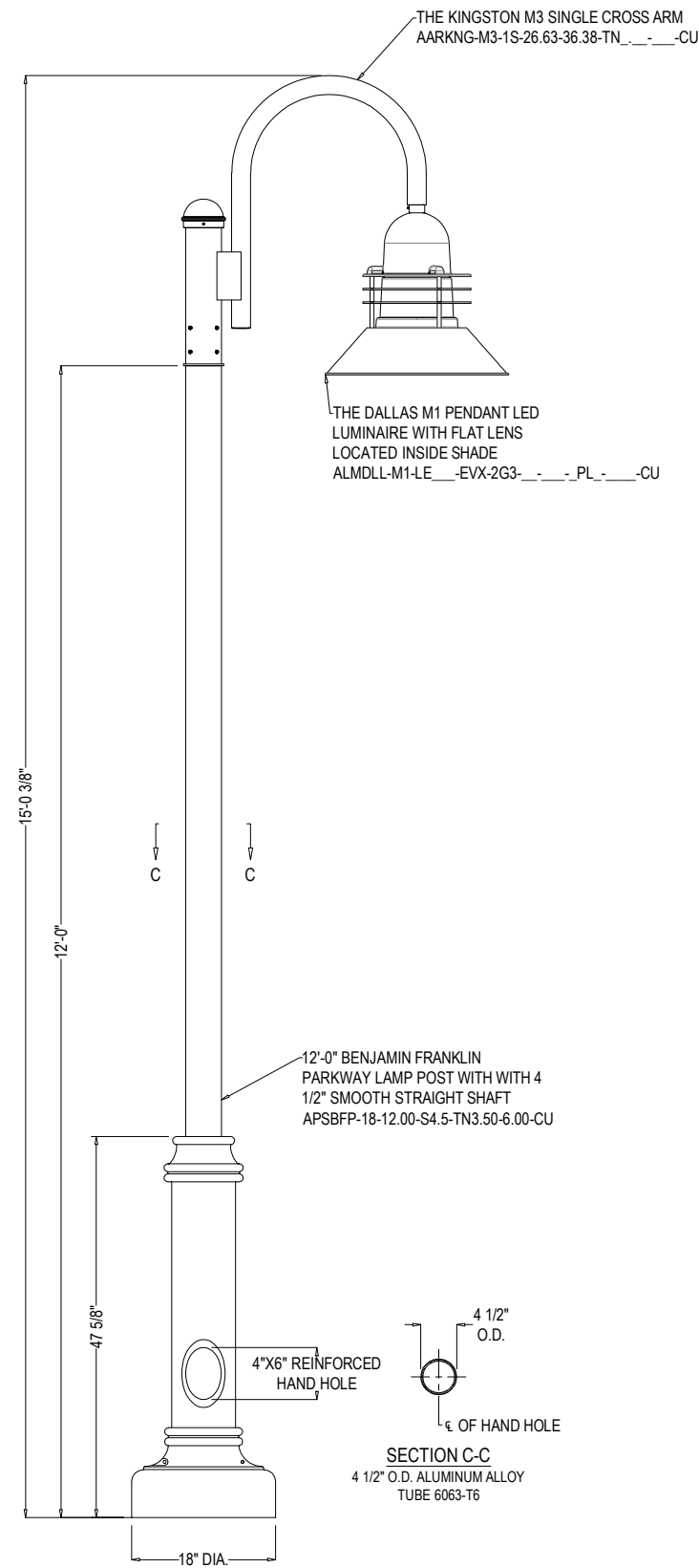
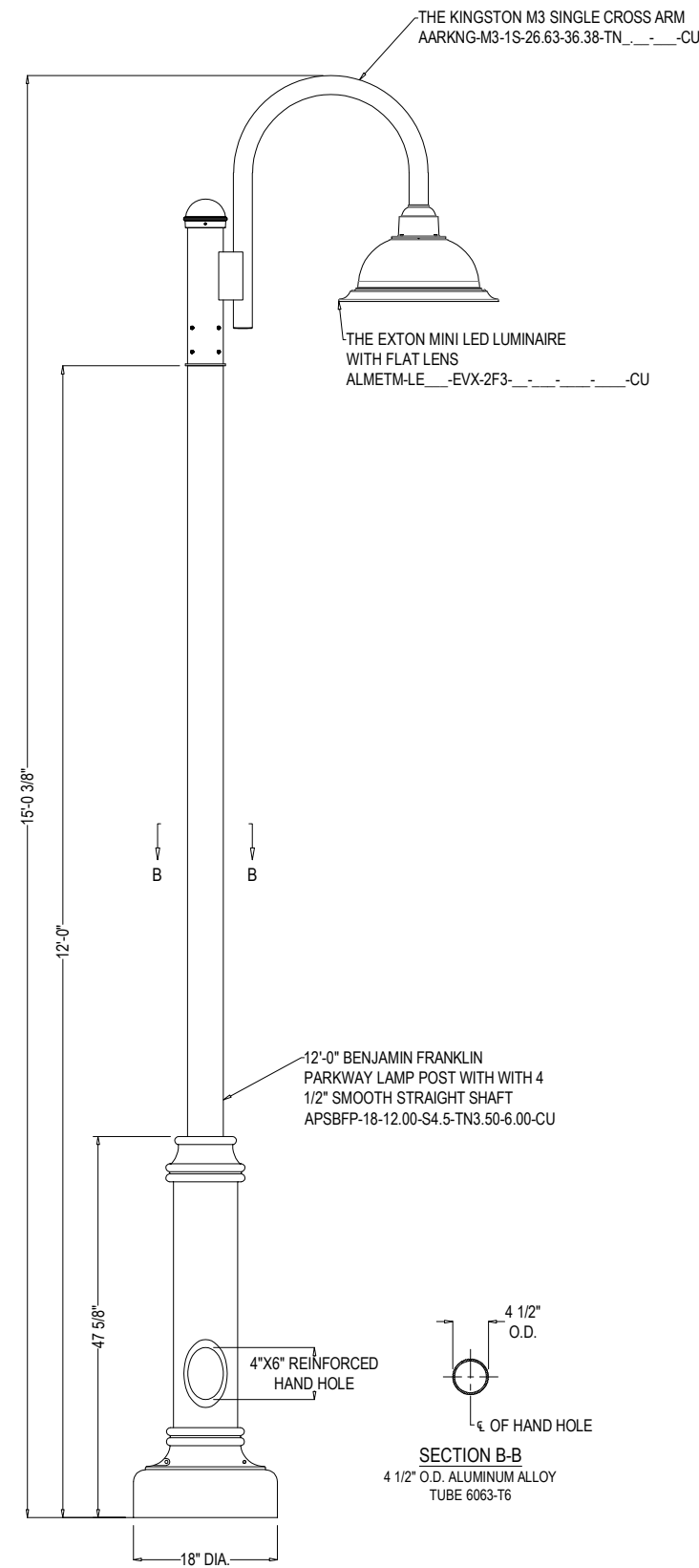
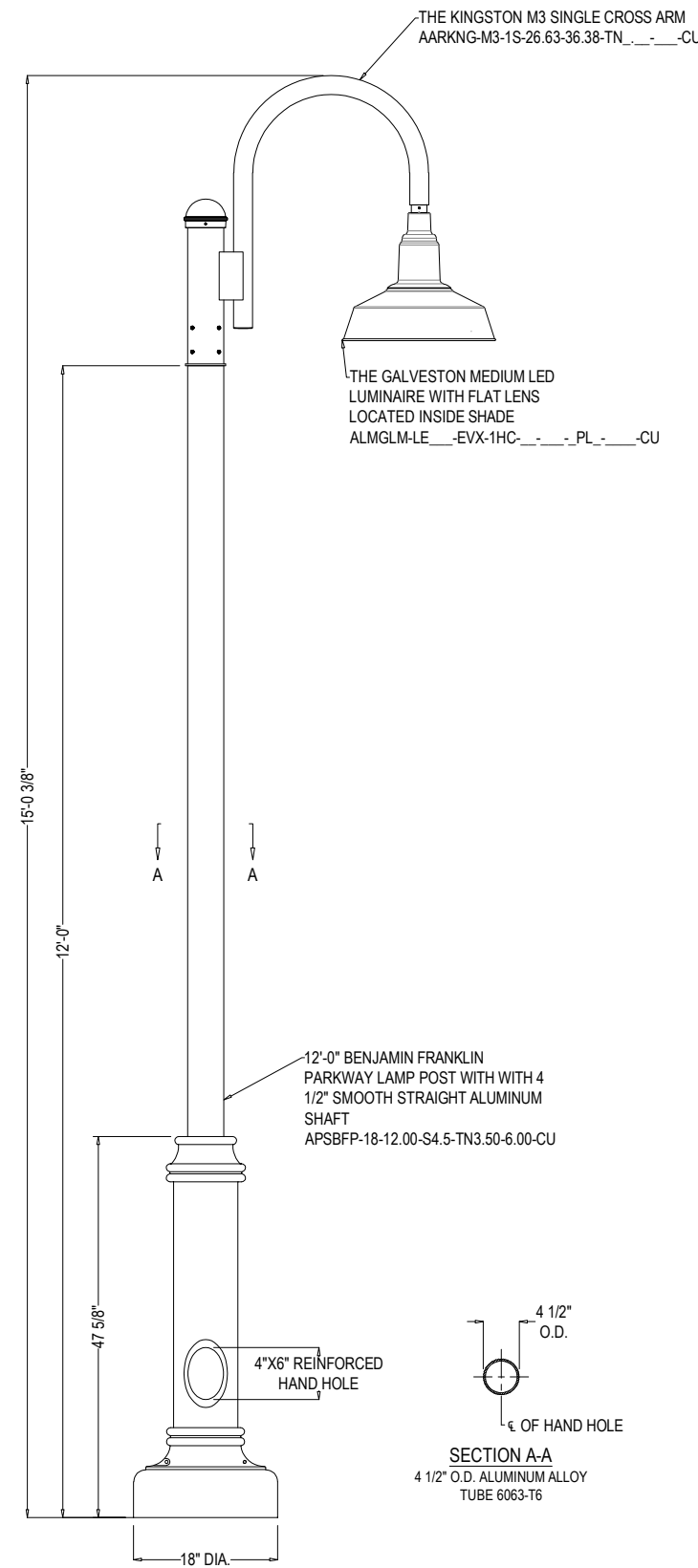
Because it is essential that bidders, offerors, and contractors have confidence in the procurement procedures for soliciting and awarding contracts, it is the policy of the Purchasing Division to offer all bidders, offerors, and contractors the opportunity to appeal award of purchase of contracts.

The following procedures shall apply in regard to appeals by prospective bidders, offerors, or contractors:

1. Any actual or prospective bidder, offeror, or contractor who is aggrieved in connection with the solicitation or award of a contract may protest to the City of Dinuba Purchasing Agent and/or the Chief Financial Officer.
2. Appeals must be submitted in writing within five (5) working days after such aggrieved person knows, should have reasonably known, or could reasonably be expected to know of the facts giving rise thereto.
3. Appeals shall be submitted to the City of Dinuba Purchasing Agent, 405 E. El Monte Way, Dinuba, CA 93618. Appeals should address only areas regarding bid contradictions procurement errors, quotation rating discrepancies, legality of procurement context, conflict of interest in rating process, and inappropriate or unfair competitive procurement grievance regarding the bid process.
4. The City of Dinuba Purchasing Agent or Chief Financial Officer shall have the authority to settle and resolve a protest of an aggrieved bidder, offeror, or contractor, actual or prospective, concerning the solicitation or award of contract. The Purchasing Agent will provide a written response to the complainant within five (5) working days unless the complainant is notified more time is required.
5. If the protest cannot be resolved by mutual agreement, or if the protesting bidder is not satisfied with the decision of the Purchasing Agent and/or Chief Financial Officer, he/she shall have the right to appeal to the City Manager within five (5) business days after notification of the Purchasing Agent's decision.
6. If the protesting bidder is not satisfied with the decision of the City Manager, the final level of appeal is with the City Council. Complainant may appear at the City Council meeting to be heard by Council.
7. In general, the filing of a protest should cause the solicitation proceedings, which are subject to protest, to be halted until the appeal is resolved. In order to allow essential City functions to continue, the City may proceed with the solicitation or award of contract, despite the protest, upon an adequate determination in writing by the City's Purchasing Agent or Administrative Services Director that such action is necessary. It is expected that such determination will occur only in those few circumstances where it is necessary to protect a substantial interest of the City of Dinuba.
8. In an effort to limit frivolous protests, protesters who file two (2) protests within twelve (12)

calendar months, whose protests are not resolved in their favor, may be withheld from future bid.

Revised Purchasing Policy January 10, 2023



ESTIMATE

SCL North
3982 Short St Ste 100-B
San Luis Obispo, CA 93401

shannon@sclnorth.com
+1 (805) 548-0200
www.sclnorth.com



Bill to
City of Dinuba

Shipto
City of Dinuba

Estimate details

Estimate no.: 706REV
Estimate date: 07/28/2025
Expiration date: 08/28/2025

Sales Rep.: Sean Cheney
Project Name : Dinuba - Entertainment Plaza Lighting

#	Product or service	Description	Qty	Rate	Amount
1.	Lighting	15' Deco Light Assemblies, To Include: Dallas M1 style, w/ outlets & speaker provisions, Black Finish, 4000K Light Color Buy America Compliant	12	\$5,577.00	\$66,924.00
2.	Tree Lights	6-Light Bi-Directional Palm Tree Rings, To include: Adjustable ring 18"-24", (6) 700 Lumen LED fixtures @ 25 degree beam, 4000K Light color with the FC1103	35	\$2,580.00	\$90,300.00
Subtotal					\$157,224.00
Sales tax					\$13,364.04
Total					\$170,588.04
Expiry date				08/28/2025	

Note to customer

Estimated freight included

Sales Tax included

Pricing good for 30 days

Anchor Bolts included

Payment Terms: TBD

PO made out to: SCLNorth



Terms:

1. SCL-North (SCLN) or its manufacturers will not assume responsibility if you do not verify your written request with this quoted bill of materials.
2. Sales tax is not included unless stated on quote. If sales tax is to be added at time of the order then a new quote will be issued.
3. This quotation is subject to manufacturer's terms and conditions.
4. This quotation is valid for 30 days. A new quote may be required if beyond 30 days of original quotation.
5. This quotation is made without benefit of complete plans and specifications. It is your responsibility to insure this quote accurately represents your bill of material. If a substitution is quoted, SCLN will not guarantee approval unless stated on the quote. The quote is based on part numbers.
6. Any changes will require a new quote. If the complete quote is not used then a new quote will need be needed.
7. A separate P.O. may be required for each manufacturer at time of the order. SCLN will coordinate all deliveries to occur within a 30 day time frame.
8. Source inspections or out of state inspection charges are not included unless specifically spelled out on this quote. These charges are the responsibility of others.
9. Cal-trans projects will require design year, luminaire mast arm length, signal mast arm length, tenon locations, etc., etc., prior to order. Orders cannot be released without this information. 8.3 requirements are not included unless stated on this quote.
10. Lamps, photocells, fuses, spare parts, or special product requirements are not included unless stated on quote.
11. Anchor bolts released prior to order will have freight added to invoice.
12. Acceptance of order is contingent upon credit approval.
13. The responsibility of setting up any and all inspections with any cities requiring inspections, is up to the electrical or general contractor and is not the responsibility of SCLN & mfg. If the contractor would like SCLN to help arrange these inspections, SCLN will need a written letter authorizing us to do so. Any and all costs above any allowance given in a quote are the responsibility of the contractor.
14. Freight allowed quotes include two hours of offloading time. Additional charges at \$200 per hour apply if delivery offloading time exceeds the maximum two hour limit.
15. Product return requests (If standard item) must be submitted for factory approval, subject to restocking fee. Custom made to order products may or may not be approved for return.
16. All products are built to order and not returnable without written approval.

Lumen Solutions
Modern and Innovative Lighting Solutions
4536 W. South Butte Rd
Queen Creek, AZ 85142
Phone (480) 789-2888

Quotation Number: 250801
Prepared By: Scott Douglas
Project name: Entertainment Plaza Lighting- Dinuba

Date: 8/01/25
Validity: 4 weeks

CUSTOMER INFORMATION

City of Dinuba

Product	Specs	QUANTITY	UNIT PRICE	AMOUNT
(12) 15' Deco Light Assemblies, To Include: Dallas M1 style, w/ outlets & speaker provisions, Black Finish, 4000K Light Color Buy America Compliant			\$6,144.00	\$73,728.00
(35) 6-Light Bi-Directional Palm Tree Rings, To include: Adjustable ring 18"-24", (6) 700 Lumen LED fixtures @ 25 degree beam, Light color TBD via submittals. Buy America Compliant			\$2,680.00	93,800.00
Shipping included				

Subtotal	\$167,528.00
TAX 8.5%	\$14,239.88
Total	\$181,767.88



Quote

Date	Quote #
8/01/2025	5055

San Luis Obispo, CA 93401
P: (805) 548-0110

Name / Address
Dinuba – Entertainment Plaza Lighting

Description	Qty	Total
(12) 15' Deco Light Assemblies, To Include: Dallas M1 style, w/ outlets & speaker provisions, Black Finish, 4000K Light Color Buy America Compliant		\$73,848.00
(35) 6-Light Bi-Directional Palm Tree Rings, To include: Adjustable ring 18"-24", (6) 700 Lumen LED fixtures @ 25 degree beam, 4000K Light color Buy America Compliant		\$95,200.00
Subtotal		\$169,048.00
Tax		\$14,369.08
Total		\$183,417.08
Price good for 60 days Freight included		
Total		\$183,417.08



City Council Staff Report

Department: ADMINISTRATIVE
SERVICES

August 12, 2025

To: Mayor and City Council
From: Karina Solis, Administrative Services Director
By: Karina Solis, Administrative Services Director
Subject: Fiscal Year 2024/25 Cash and Investment Report for the Quarter Ending June 30, 2025 (KS)

RECOMMENDATION:

Council to review and accept the City of Dinuba Cash and Investment report for the fourth quarter of fiscal year 2024/25.

EXECUTIVE SUMMARY:

The investment report summarizes the city's cash and rates of return on investments for the fourth quarter of fiscal year 2024/25. This report is informational only with no action required.

OUTSTANDING ISSUES:

None.

DISCUSSION:

Cash and Investment Summary

The cash and investment summary through the fourth quarter of the 2024/25 fiscal year covers the city's cash position and return on investments for the first six months of the fiscal year, July 1, 2024 through June 30, 2025.

The city's cash and investments as of June 30, 2025 total \$69.9 million as reflected on Table 1 and summarized in Attachment 'A'.

Table 1: Cash Summary as of June 30, 2025

Cash/Investment Type	Amount (In millions)
Banks & Deposits	\$4.95
Trustee Cash and Investments	\$1.80

Local Agency Investment Fund (LAIF)	\$5.06
Money Market Deposit (PIMMA)	\$49.71
California Asset Management Program (CAMP)	\$7.17
Tulare County Investment Pool	\$1.20
Total Cash & Investments	\$69.90

Portfolio and Managed Investments

The City invests with the Local Agency Investment Fund (LAIF). LAIF is a pooled investment fund established by the state to provide cities with safe investment option that is administered by the State of California Treasurer's Office. Interest rates in LAIF lag behind the current economic trends; as such, earnings or returns are typically lower than other investment vehicles. At the end of the Fourth quarter, the interest rate for LAIF was at 4.48%.

The City also invests in Mechanics Bank's Public Investment Money Market Account (PIMMA). At the end of June, the PIMMA interest rate was at 4.58%.

Investments with the Tulare County Investment Pool began on November 7, 2022. The Tulare County Treasury Pool objectives align with those of the city by making the primary objective to provide safety of principal, and secondly, to provide adequate liquidity to meet all requirements which might be reasonably anticipated; and lastly to earn a rate of return that is commensurate with the first two objectives. The Tulare County Pool interest rate at the end of the fourth quarter was 3.735%.

The city began investing in the California Asset Management Program (CAMP) Joint Powers Authority (JPA) in January 2023. CAMP's Trust's Cash Reserve Portfolio (Pool) is a short-term portfolio which seeks to preserve principal, provide daily liquidity and earn a high level of income. The Pool is a long-established short-term investment alternative for California public agencies. At the end of June, the interest rate for CAMP was at 4.40%.

In summary, the city's interest earnings on cash investments through the fourth quarter of fiscal year totaled \$2,694,335.

The City's Cash and Investment Summary is enclosed as Attachment 'A'.

The most recent Federal Reserve meeting was held a couple of weeks ago on July 30, 2025. As anticipated, the Committee voted to maintain the benchmark federal funds rate at 4.25% to 4.5% for the fifth consecutive meeting. Chair Jerome Powell reiterated the Fed's cautious stance, emphasizing that while inflation remains elevated (rising to 2.7% in June) the uncertainty surrounding the impact of tariffs continues to influence policy decisions.

The tone of the meeting and Chair Powell's press conference indicate to analysts that there are still rate cuts on the horizon, possibly as soon as September 2025. In the meantime, City staff will begin to invest in longer-term vehicles with the assistance of Meeder Public Funds. Together, city staff and Meeder will monitor the federal fund rate and investment returns to ensure the best outcome for the City's investments.

FISCAL IMPACT:

The City's monetary resources are organized and accounted for on a fund basis with some of those funds being restricted for specified uses and others that are unrestricted. For investment purposes, all funds are invested as a pool.

The investment report for the period ending June 30, 2025 shows a combined pool balance of \$69,899,495 of which, \$2,694,335 was the combined pool interest earnings.

The combined pooled interest earnings of \$2,694,335 are broken down as follows:

LAIF - Local Agency Investment Fund	\$225,440
PIMMA - Public Investment Money Market Account	\$883,352
CAMP - California Asset Management Program	\$1,544,062
Tulare County Investment Pool	\$41,482

PUBLIC HEARING:

None.

ATTACHMENTS:

1. A. Cash and Investment Summary



Cash and Investment Summary
As of June 30, 2025

				2024/25
Name of Institution	Purpose	Rate	Actual Cash Balance or Portfolio Market Value	Fiscal Year to date Interest Earnings
Cash In Banks				
Mechanics Bank	Accounts Payable, Payroll, Golf		4,850,811	
Bank of the Sierra	Police		91,178	
Petty Cash	Various City Departments		9,070	
Total Cash Deposits			\$4,951,059	
Cash and Investments with Fiscal Agents (Trustee)				
US Bank	Safe Drinking Water		507,127	
US Bank	2012 Lease Revenue Bonds		722,255	
US Bank	2012 Wastewater Revenue Bonds		570,629	
Total Trustee Deposits			\$1,800,011	
Portfolio Investments				
LAIF - Local Agency Investment Fund	State of California Investment	4.48%	5,064,843	225,440
PIMMA - Public Investment Money Market Account	Money Market Investment	4.58%	49,712,634	883,352
Total Portfolio Investments			\$54,777,477	\$1,108,792
Managed Investments				
CAMP - California Asset Management Program**	Joint Powers Authority Investment	4.40%	7,172,770	1,544,062
Tulare County Investment Pool***	Tulare County Investment	3.735%	1,198,178	41,482
Total Managed Investments			\$8,370,947	\$1,585,543
Total Cash and Investments			\$69,899,495	\$2,694,335

* The rate indicated is at the end of the period indicated on the report. Daily rates vary.

** Managed by PFM Financial Advisors

*** Managed by Tulare County Treasury Staff and PFM Financial Advisors



City Council Staff Report

Department: PUBLIC WORKS

August 12, 2025

To: Mayor and City Council
From: George Avila, Public Works Director
By: Elva Patino, Business Manager
Subject: Resolution 2025-45 Designating Commercial Truck Parking Locations (GA)

RECOMMENDATION:

Council confirm designated commercial truck parking locations.

EXECUTIVE SUMMARY:

Pursuant to the Dinuba Municipal Code, the City Council holds the authority to designate truck parking locations through the adoption of a resolution. Exercising this authority, staff recommends ongoing efforts to identify and formally designate suitable truck parking areas. This will help maintain orderly truck parking throughout the city.

OUTSTANDING ISSUES:

None

DISCUSSION:

The establishment of designated truck parking locations within the City of Dinuba is essential to promote public safety, preserve infrastructure, and maintain the quality of life in residential areas. Clearly defined truck parking areas help minimize roadway damage, and reduce traffic and safety hazards. These designated areas also support local economic activity by meeting the needs of commercial transportation while facilitating zoning enforcement and preserving community esthetics. In addition, they assist in mitigating the noise, emissions, and visual impacts commonly associated with heavy truck traffic.

Pursuant to Section 10.32.080 of the Dinuba Municipal Code, the City Council has the authority to designate truck parking locations by adopting a resolution. In light of this authority, staff recommends the continued identification and formal designation of appropriate truck parking areas to ensure an orderly, compliant, and safe parking environment citywide. Included herein for Council consideration are Resolution No.

2025-45 as Attachment 'A' and the corresponding truck parking map as Attachment 'B'.

These locations were approved by the City Council on October 9, 2007, with Resolution No. 2007-88, and are identified as follows:

- Sierra Way, from Monte Vista Avenue, heading west approximately 1,800 feet
- Monte Vista Avenue (west side), approximately 1,900 feet north of Sierra Way
- Monte Vista Avenue (east side), approximately 700 feet south of Surabian Drive
- Samantha Way from Sierra Way to Surabian Drive
- Surabian Drive, approximately 1,800 feet east of Monte Vista Avenue
- Uruapan Drive, 400 feet south of Merced Street
- M Street at Fresno Street, on the west side

These locations remain appropriate for truck parking, and it is not recommended that they be modified at this time. However, East Davis Drive (approximately 500 feet east of Crawford Avenue) has been utilized informally as a truck parking area in addition to the locations listed above. Staff is seeking Council direction regarding the continued use of East Davis Drive as a truck parking location. Council may choose to either:

1. Formalize East Davis Drive as a designated truck parking location through Council action, or
2. Discontinue the use of this location for truck parking.

If Council directs staff to remove East Davis Drive from use as a truck parking area, staff recommends providing a 90-day notice period to current users in order to allow time for relocation to officially designated areas.

FISCAL IMPACT:

None.

PUBLIC HEARING:

ATTACHMENTS:

1. Attachment A - Resolution 2025-45
2. Attachment B - Map

RESOLUTION NO. 2025-45

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF DINUBA
DESIGNATING COMMERCIAL TRUCK PARKING LOCATIONS**

WHEREAS, commercial truck parking is generally prohibited pursuant to Municipal Code Section 10.32.070; and

WHEREAS, Municipal Code Section 10.32.080 provides that the City Council may designate commercial truck parking locations by resolution; and

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF DINUBA HEREBY, finds, orders and resolves as follows:

1. The above recitals are true and correct.
2. Adopts Resolution No. 2025-45 designating commercial truck parking locations.
3. Approves the designation areas shown on the attached map as commercial truck parking permitted areas herein as Exhibit 'A'; and

AND BE IT FURTHER RESOLVED that previously designated commercial truck parking areas not shown on the attached map herein as Exhibit A are hereby rescinded.

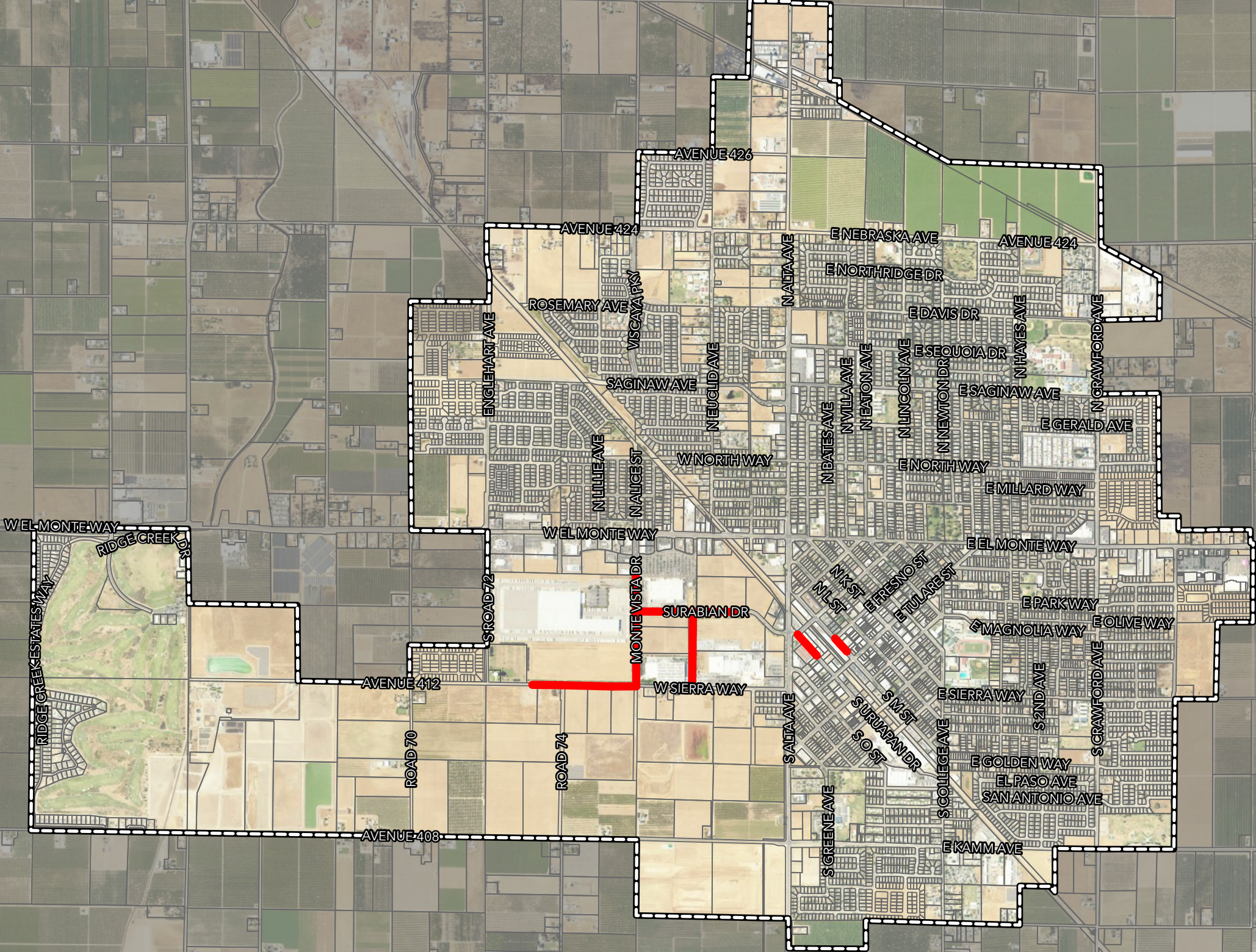
PASSED AND ADOPTED this 12 day of August, 2025 by the following vote:

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

Mayor

ATTEST:

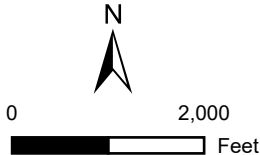
City Clerk



CITY OF DINUBA

Truck Parking Areas

August 2025



Legend

- City Limits
- Truck Parking Areas





City Council Staff Report

Department: CITY MANAGER'S OFFICE

August 12, 2025

To: Mayor and City Council

From: Daniel James, Assistant City Manager

By:

Subject: Request for co-sponsorship of Dinuba Chamber of Commerce Raisin Day Event to be held on September 26-27, 2025 (DJ)

RECOMMENDATION:

Council to consider a request by the Dinuba Chamber of Commerce to co-sponsors the Raisin Day event at Rose Ann Vuich Park to be held on September 26-27, 2025.

EXECUTIVE SUMMARY:

The Dinuba Chamber of Commerce is once again planning the annual Raisin Day event and parade. The event is scheduled for September 26-27 at Rose Ann Vuich Park, and the parade will take place on Saturday, September 27th, in the Downtown. The Dinuba Chamber of Commerce is requesting that the City co-sponsor the event in the amount of \$10,000, as well as exclusive use of Rose Ann Vuich Park, closure of the streets in the downtown for the parade and authorize assistance from city staff to provide public safety services, and prepare the park grounds and streets for the event.

OUTSTANDING ISSUES:

DISCUSSION:

The Dinuba Chamber of Commerce is planning the annual Raisin Day event, which is scheduled for September 26-27, at Rose Ann Vuich Park. The event includes food, entertainment, a carnival, and a parade through the downtown.

The Dinuba Chamber of Commerce has requested that the City of Dinuba co-sponsor the event. The request includes exclusive use of Rose Ann Vuich Park and assistance from city staff to help prepare the grounds for the event and downtown streets for the parade. In addition, the Dinuba Chamber of Commerce has submitted a request to Community Services for use of Vuich Park, and an application to the Traffic Safety Committee (TSC) for approval of the Raisin Day Parade route through the Downtown scheduled on Saturday, September 27, 2025.

The Dinuba Chamber of Commerce has also requested financial co-sponsorship of the event, and the following items have been requested for City Council consideration:

1. Waive the park use fees;
2. Provide in-kind assistance from city staff before, during, and after the event (the estimated cost of these services is \$52,000); and,
3. Sponsor the event with a donation of \$10,000.

A copy of the Dinuba Chamber of Commerce sponsorship request is attached herein as 'Attachment A.' Staff recommends the Council review the sponsorship request, and provide directions to staff regarding the request.

FISCAL IMPACT:

Approximately \$52,000 if approved as requested. This amount is not budgeted as part of the 2025/26 FY Budget.

PUBLIC HEARING:

None required.

ATTACHMENTS:

1. A. Dinuba Chamber Request for Sponsorship Rasin Day 2025

Dinuba Chamber of Commerce
210 N L Street • Dinuba, CA 93618
Phone: (559) 901-8964
July 30, 2025



City of Dinuba
Dinuba, CA 93618

RE: Raisin Day 2025 – Facility Use, Service Requests, and Sponsorship Proposal

Dear City of Dinuba staff and City Council,

On behalf of the Dinuba Chamber of Commerce, we respectfully submit this request for support and partnership in producing the 2025 Raisin Day Festival, taking place from **Wednesday, September 24 through Sunday, September 28, 2025**. This long-standing tradition is expected to welcome over **25,000 attendees** and will feature a week of community celebration through cultural programming, live entertainment, a full-scale carnival, family activities, and our historic Raisin Day Parade.

To ensure the continued success and accessibility of this beloved event, we are requesting the following:

- **A financial sponsorship of \$10,000** from the City of Dinuba to help offset key festival costs, including but not limited to entertainment, private security, portable restrooms, and support for community partners. Highlighted costs of this event include:
 - **\$5,000 – Entertainment Costs**
Covers performances, stage audio/lighting support, and entertainment across multiple festival nights including Family Night, Ministry Night, and headline concerts.
 - **\$8,500 for portable restrooms used across all five days of the event for both public and vendor needs.**
 - **\$500 – Kiwanis Partnership Support**
Supports the logistics and staffing for Multicultural Day on

Sunday, which is managed by the Dinuba Kiwanis Club and features cultural entertainment and community service engagement.

- **\$800 in private security**
- **\$600 in donations to student groups that help us keep the park clean**
- **Full waiver** of all City staff and park facility fees associated with the event and power for event.

In Addition to these financial request we are also requesting:

- Access to **Rose Ann Vuich Park, Entertainment Plaza, Rec Center restrooms**, and other city-owned facilities Wednesday September 24th-Sunday the 28th
- **Daily electricity activation, overnight lighting (5 PM–6 AM), and restroom access where available.**
- Permission to **hang a large banner** in the park promoting carnival ticket sales and sandwich signs road side on L street when selling carnival tickets the week before the event.
- Use of **planter power near the old Don's Shoes** store at the corner of Tulare and L Street and **Fire Station outlet** for parade and sound booth operations
- Support for **road closures, fire lane markings, traffic control, and barrier placement during the parade and around the park traffic plan.**
- Permission to install **Chamber-owned ADA-compliant handicap signs** in designated parking areas
- **City staff assistance** in removing bagged trash (collected by volunteers) as needed.
- Approval to deploy **Chamber-owned electrical cord covers** for vendor and stage safety

- Coordination with designated **City Parks and Public Safety personnel to carry a Chamber radio** each day.
- Coordination with City EMS and Safety Serviced (Fire/Police) for an official event safety plan. If possible we would like to be included in the Saturday morning before parade meeting just to make sure everyone is on the same page.
- **Fire ant mitigation support**, with applications of bait requested for:
 - The **week of September 8, 2025** (two weeks prior to the event)
 - The **week of September 22, 2025** (event week)

The Dinuba Chamber is fully prepared to provide all vendor signage, load-in supervision, and coordination with Kiwanis and other volunteer partners. We are proud to steward this amazing event that reflects the heart of Dinuba's cultural and agricultural identity. We are in dire need of the city's support to continue this tradition and hope that you will come along side our team to continue to make this event possible.

Thank you for your continued support and partnership.

Sincerely,

Heathe Jones

President & CEO

Dinuba Chamber of Commerce

Phone: (559) 901-8964