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COMMISSIONER'S COURT
2003 DEC 30 AM 10:33

Homeland Security

MEMORANDUM

DATE: December 22, 2003
TO: Commissioner's Court
FROM: Kelley Stone *KS*
Director of Homeland Security
REF: UASI II Grant Funding

Attached please find a Commissioner's Court Agenda Request to accept funding from the Urban Area Security Initiative II Grant. For your review, I have attached a copy of the Collin County Budget for this grant. The grant amount totals \$1,651,546. \$430,800 is earmarked for communications interoperability and Collin County will receive \$292,979.04.

+32,312.21

If you have any questions please give me a call.

KS:jl

CC = 746, 161

Charley Toss
3/2/04

UAWG SCENARIO "B" GRANT AMOUNT \$1,651,546

Less \$430,800.00 for Interoperability equals to \$1,220,746

JURISDICTION	PERCENTAGE	GRANT AMOUNT	Requested
Allen	12.93%	\$157,842.46	
Frisco	13.84%	\$168,951.25	
McKinney	17.32%	\$211,433.21	
Collin County*	24.00%	\$292,979.04	
Wylie	6.87%	\$83,858.61	
Plano	25.04%	\$305,681.44	
TOTAL	100.00%	\$1,220,746.00	

*Included in Collin County's award is support in training and equipment to the following DPA grant recipient cities; Blue Ridge, Celina, Fairview, Lowry Crossing and Prosper

11.800 per city

URBAN AREA SECURITY INITIATIVE II BUDGET FOR COLLIN COUNTY

BUDGET DETAIL FOR DIRECT PURCHASE OF EQUIPMENT

JURISDICTION	CATEGORY	ITEM	QUANTITY	TOTAL COST	DISCIPLINE ALLOCATION**
Collin County	Vehicle	Mobile Incident Command	1	\$200,000.00	LE, EMA, FS, HZ, PH, PSC
Collin County	PPE	SCBA-1 hour	4	\$15,000.00	HZ
TOTAL				\$215,000.00	

* Law Enforcement (LE), Emergency Medical Services (EMS), Emergency Management (EMA), Fire Services (FS), HazMat (HZ)
 Public Works (PW) Public Health (PH), Government Administrative (GA), Public Safety Communications (PSC), Health Care (HC)

BUDGET DETAIL FOR DIRECT PURCHASES OF EXERCISE, TRAINING, PLANNING AND ADMINISTRATIVE SERVICES

JURISDICTION	FUNCTION	CATEGORY	ITEM	AMOUNT	Overtime Cost
Collin County	Training	Contractor	ICS Training	\$3,000.00	0
Collin County	Training	Contractor	Hazmat Technician Training	\$28,546.34	0
Collin County	Training	Contractor	Hazmat Awareness Training	\$36,432.70	
Collin County	Planning	Contractor	Intelligence Center	\$10,000.00	Bob Johnson
TOTAL				\$77,979.04	

BUDGET DETAIL FOR SUB-AWARDS

JURISDICTION	EQUIPMENT ALLOCATION	EXERCISE ALLOCATION	TRAINING ALLOCATION	PLANNING/ADMIN ALLOCATION

Total \$292,979.04

June 14, 2004

Mr. Kelley Stone
825 North McDonald Street, Suite 140
McKinney, TX 75069

Dear Mr. Stone:

You are receiving the enclosed *Notice of Subrecipient Award* for the FY 2003 Urban Area Security Initiative II and *Texas 2003 Urban Areas Security Initiative II Grant Instructions* because you are registered as the Jurisdiction Point of Contact for Collin County. If you are no longer serving in that capacity please immediately give this packet to the correct individual.

The enclosed documents contain the necessary documentation and instructions for you to utilize your 2003 UASI II sub-grant to improve your jurisdiction's ability to respond to potential terrorist use of a Weapon of Mass Destruction.

The *Notice of Subrecipient Award* should be signed by the County Judge, City Mayor, City Manager, Mayor Pro-TEM, Executive Director for the Council of Government, or Chief Financial Officer for the jurisdiction. Subgrants to agencies should be signed by the agency director. Other signatures will require an accompanying statement from the senior elected official authorizing the individual to sign for the jurisdiction. The Deadline to return the signed *Notice of Subrecipient Award* is August 23, 2004, either by fax or postmarked with the due date. Subrecipients that cannot meet the deadline should immediately contact the Texas Engineering Extension Service to request an extension. A maximum 30 day extension may be granted to allow for schedules of City Councils and Commissioners' Courts.

Address:

Director of Domestic Preparedness
John B. Connally Building
301 Tarrow-TEEX
College Station, TX 77840-7896
Fax: (979) 458-6927
Email: support@texasdpa.com

If you have any questions, or require further information regarding this award, please do not hesitate to contact Charles Todd, TEEX Director of Domestic Preparedness, at (979) 458-6815.

Sincerely,

R. Charles Todd

Charles Todd
Director of Domestic Preparedness
Texas Engineering Extension Service

**TEXAS ENGINEERING EXTENSION
SERVICE****STATE HOMELAND SECURITY
GRANT PROGRAM****NOTICE OF
SUBRECIPIENT AWARD**
Collin County

AWARD NUMBER 2003 UASI II - 48085 AWARD DATE June 14, 2004

SPECIAL CONDITIONS

- 1) The *Notice of Subrecipient Award* is only an offer until the subrecipient returns the signed copy of the Notification of Subrecipient Award in accordance with the date provided in the transmittal letter.
- 2) The subrecipient agrees to use funds in accordance with the instructions in the *TEXAS FY 2003 UASI II GRANT INSTRUCTIONS*
- 3) The subrecipient agrees to comply with the applicable financial and administrative requirements set forth in the current edition of Office of Justice Programs (OJP) Financial Guide.
- 4) The subrecipient agrees to comply with the organizational audit requirements of OMB Circular A-133, Audits of States, Local Governments, and Non-Profit Organizations, as further described in the current edition of the OJP Financial Guide, Chapter 19.
- 5) Subrecipient agrees to make no request for reimbursement prior to return of this agreement approved by the subrecipient and signed by the authorized subrecipient representative.
- 6) Subrecipient agrees to make no request for reimbursement for goods or services procured by subrecipient prior to the performance period start date of this agreement.
- 7) The subrecipient affirms that federal funds will be used to supplement existing funds, and will not replace (supplant) funds that have been appropriated for the same purpose. Subrecipient 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.

FY 2003 Texas Urban Area Security Initiative (UASI) II Grant Instructions

Program Guidance

A. INTRODUCTION

THIS AGREEMENT, by and between Subrecipient, as identified in the *Notice of Subrecipient Award*, and the Texas Engineering Extension Service (hereinafter called "TEEX"), established under the laws of the State of Texas as a state agency component of the Texas A&M University System, located at 301 Tarrow, College Station, Texas, 77840-7896;

WHEREAS, TEEX has been awarded a grant entitled "Fiscal Year 2003 Urban Area Security Initiative Part II" from the U.S. Department of Homeland Security, Office for Domestic Preparedness, and TEEX desires that Subrecipient receive benefit from this grant as a subgrantee, all as herein provided, involving the procurement and management of equipment and other activities involving preparedness planning, training and exercises;

WHEREAS, Subrecipient has agreed to do so under the terms and conditions hereinafter set forth;

NOW THEREFORE, the parties hereto mutually covenant and agree as follows as evidenced by signatures on the *Notice of Subrecipient Award*:

B. LIST BUILD AND PURCHASE PROCESS

Step 1 of 5: Building an Equipment List

Subrecipient will create the proposed equipment purchase list for Urban Area Working Group and TEEX approval on-line at the TEXASDPA and Fisher Safety websites with final submission done on the TEXASDPA website. The use of the on-line sites for creating the proposed equipment purchase list does not obligate the Subrecipient to a specific method of procurement. Subrecipient retains the choice of purchasing methods they will use to procure the equipment after TEEX approves the list.

There are two websites for list building – both will be used to create an equipment purchase list:

Site 1. Vehicles, pharmaceuticals, physical security equipment, specialized items, and other items not available on the Prime Vendor site will be selected at www.texasdpa.com

Site 2. All other equipment list items will be selected at the Prime Vendor site at www.fishersci.com

Subrecipient will be responsible for creating and maintaining its equipment purchase list.

Subrecipient will contact their COG to arrange for TEXASDPA website instructions and training. The completed equipment purchase list will show all items selected to be purchased and their quantity by discipline (fire, law enforcement, EMS, etc.). Subrecipients will also select method of purchase. The two purchase methods are Prime Vendor (Fisher) and Local Purchase.

Step 2 of 5: Adjusting orders to match the grant amount

Equipment lists created on the Prime Vendor Site (www.fishersci.com) and TEXASDPA website "Equipment Build" section will be merged once a week. Subrecipient will review the merged list on the TEXASDPA website "Equipment Spreadsheet" section for the following:

- 1) Amount of projected purchases is not over or substantially under the grant amount;
- 2) Accuracy of the list;

Step 3 of 5: The review process

- 1) When Subrecipient is satisfied with their equipment list they will submit it on the TEXASDPA website "Equipment Spreadsheet" for review ("submit completed list" button).
- 2) Subrecipient's COG will provide the list to the Urban Area Working Group who will review and approve or disapprove the equipment list. The COG will approve the list on line after the Urban Area Working Group approves the list.
- 3) A disapproved equipment list will require Subrecipient to make changes in the same manner as they used during the equipment list creation process.
- 4) An approved equipment list will be automatically forwarded on-line to the State Administrative Agency (SAA) for review and approval or disapproval with direction for list modification.

Step 4 of 5: The purchasing process

Subrecipients using a single purchase method for all purchases will have all funding available in a single release. The SAA will release funds to a Subrecipient using more than one purchase method according to the process below:

- 1) Purchases of vehicles and /or single purchase items of \$25,000.00 or more will be the initiating purchase, then;
- 2) TEEX will release the Prime Vendor (Fisher) purchase requests when TEEX has received written confirmation of final price from vendor for the vehicles and/or single purchase items of \$25,000 or more. Final price must include all fees. (Failure to include fees will result in the invoice being rejected) then;
- 3) Local Purchase requests; and
- 4) Second round purchases on remaining balance will be processed on a case by case basis.

Step 5 of 5: Equipment Receipts

Subrecipient must fax signed and dated shipping receipts to TEEX in accordance with the following timelines. Purchases made using local purchasing methods will require a shipping receipt and invoice showing an obligation to pay. Shipping receipts are needed for proof of delivery.

- a. Prime Vendor (Fisher) purchases: Fax a signed and dated shipping receipt within five days of receipt of equipment.
- b. Purchase using established local procedures: Payment will be made to subrecipient within three weeks of receipt of faxed dated shipping receipt and invoice showing an obligation of the local jurisdiction to pay.

C. GRANT GUIDELINES AND GRANT PROCUREMENT OPTIONS

Subrecipient will follow the stated guidelines to ensure the accurate and prompt purchase, receipt, payment and management of their grant procured items. These guidelines will ensure proper property accountability. Guidelines are in place to ensure that proper controls oversee the purchasing process for each Subrecipient.

Subrecipient must provide a shipping address and designate a receiving point of contact to be entered on www.texasdpa.com website. Subrecipient using the Local Purchase option, according to its own policies and procedures, will be responsible for purchasing, receipt and inventory of equipment list items purchased. Subrecipient will be responsible for overseeing the procurement process for each purchasing option. The Subrecipient point of contact will be responsible to the State Administrative Agency for inventory of property, providing required reports, and the monitoring of its grant participation. Subrecipient retains the ability to organize as desired to complete the required tasks, but the Point of Contact remains responsible for providing required information to TEEX.

Prime Vendor Program through the Defense Logistics Agency (DLA)

The Defense Logistics Agency will invoice TEEX directly for items procured through the Prime Vendor (Fisher) purchase option. Subrecipient is not required to pay the Prime Vendor.

Local Purchasing Option

Equipment list items are procured in accordance with Subrecipient's own purchasing process requirements. Reimbursement will be made to Subrecipient within three weeks of submission of an invoice showing an obligation to pay and a signed and dated shipping receipt to TEEX.

FY 2003
Texas Urban Area Security Initiative
(UASI) II

Grant Instructions

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FY 2003 Texas Urban Area Security Initiative (UASI) II Grant Instructions

EXECUTIVE SUMMARY

I. ACCEPTING THE GRANT

- A. Sign both copies of the *Notification of Subrecipient Award*, retain one copy for your records and return one to TEEX by August 23, 2004.
- B. A request for extension of time to accept the grant must be made before the deadline shown in the transmittal letter. An extension of up to 30 days may be granted to allow the grant award to be reviewed by City Council or Commissioners' Court.

II. TIMELY USE OF GRANT FUNDS

Timely use of grant funds is building an approved list on the Texasdpa.com web site, and submitting the list for approval with purchase methods selected within 120 days from date of grant award.

III. EQUIPMENT

Subrecipients that will be procuring equipment must submit a list of equipment for approval by the Urban Area Working Group and the State Administrative Agency.

- A. Jurisdiction must submit their equipment list through the www.texasadpa.com website for approval.
- B. All allocations and use of funds under the FY 2003 UASI II must support the Urban Area and State Homeland Security Strategy goals and objectives.

IV. AUTHORIZED PROGRAM EXPENDITURES

Subrecipient may use funding in any of five categories: (1) planning; (2) equipment acquisitions; (3) training; (4) exercise; (5) Administrative.

EQUIPMENT – Equipment may be selected from the FY 2004 authorized equipment list. The authorized equipment list can be located in Enclosure I: Pages 10-20.

PLANNING - Planning funds may be used for assessments, strategy development, and plan development. Careful consideration must be taken to ensure that the funds are not used to supplant already funded functions. Guidelines can be located in Enclosure I: Pages 10-11.

TRAINING - Training funds may be used to pay backfill overtime costs for attendance at ODP approved training, and for presenting ODP approved training. Guidelines for training cost can be located in Enclosure I: Pages 20-21. Appendix D gives guidance for requesting ODP approval of Non-ODP course development, it can be located in Enclosure II: Pages 24-25.

EXERCISES - Exercise funds may be used to pay exercise expenses and backfill overtime costs. The Texas WMD Exercise Program is the primary exercise program under the State Homeland Security Grant Program. Guidelines can be located in Enclosure 1: Pages 21.

ADMINISTRATIVE - A maximum of 3% of the total UASI grant amount may be used for administrative funding. Details of allowable expenses are listed in Enclosure 1 pages 22. Jurisdictions must receive approval from the Urban Area Working Group prior to committing any funds in this category.

V. EQUIPMENT ACQUISITION PROCEDURES

The following processes must be completed prior to the acquisition of any equipment:

- A. Subrecipient will create the proposed equipment purchase list (Equipment Build List Process) for Urban Area Working Group and State Administrative Agency (SAA) approval on-line through the TEXASDPA website. The Council of Governments serving the urban area will provide lists to the working group and do the on-line approval on behalf of the working group. The use of the on-line sites for creating the proposed list does not obligate the Subrecipient to a specific method of procurement. Subrecipient retains the choice of purchasing methods, Prime Vendor (Fisher) or local purchase, they will use to procure the equipment after the SAA approves the list.
- B. Subrecipient will follow the review, ordering, procurement, and reimbursement/payment process as later outlined in the **Grant Instructions document in Section B - D.**
- C. Subrecipient must retain shipping receipts and invoices of all equipment list items received through the FY 2003 UASI II Grant for at least three years following grant closure.
- D. Subrecipient must fax signed and dated shipping receipts to TEEEX in accordance with the following timelines. Purchases made using local purchasing methods will require a shipping receipt and invoice showing an obligation to pay. Shipping receipts are needed for proof of delivery.
 - a. Prime Vendor (Fisher) purchases: Fax a signed and dated shipping receipt within five days of receipt of equipment.
 - b. Purchase using established local procedures: Payment will be made within three weeks of receipt of faxed dated shipping receipt and invoice showing an obligation of the local jurisdiction to pay.

FAX to: (979) 458-6927 Attn: Homeland Security Grant Program/2003 UASI II

- E. All equipment list items acquired under the FY 2003 UASI II Grant are the property of the Subrecipient and subject to the inventory and property rules under OMB Circular A-102. Property title transfers to the Subrecipient upon receipt of the equipment. Subrecipient must maintain property records, in accordance with locally established procedure. Subrecipient must keep these records readily available to ensure property accountability. There must be a physical inventory of grant procured equipment items with market value in excess of \$5,000.00 which includes the following information: a description of the item, a serial number (when applicable), received date, the titleholder of the equipment, value of equipment and the owner and the location of the equipment at least once a year. Subrecipient must have a control system in place to locate and safeguard equipment.

VI. ACCOUNTABILITY REQUIREMENTS

- A. Subrecipient agrees to provide to TEEEX, in accordance with procedures and time frames prescribed by TEEEX, any technical or program reports, data, and information on the operation and performance of this Agreement deemed necessary.
- B. Subrecipient shall maintain all records, financial management records and supporting documentation for all expenditures of funds made under this Agreement, in compliance with all retention and custodial requirements for records referenced in this Agreement. Subrecipient shall retain all fiscal records and supporting documents for a minimum of three (3) years after final Agreement closeout.
- C. Subrecipient shall provide state or federal auditing agencies, TEEEX, or any of their duly authorized representatives, access to and the right to examine, copy, or reproduce all reports and records pertaining to this Agreement. Such rights to access shall continue as long as the records are retained by the Subrecipient.
- D. TEEEX shall have the right of timely and reasonable access to the Subrecipient and Subrecipient premises and personnel for the purpose of inspection, monitoring, auditing, evaluation, or interview, related to all records required to be retained under this Section.
- E. TEEEX reserves the right to conduct or cause to be conducted an independent audit of all funds received under this Agreement, which may be performed by government audit staff, a certified public accounting firm, or other auditors as designated by TEEEX. Subrecipient shall cooperate with all authorized auditors and shall make available all accounting and project records including supporting source documentation. Such audit will be conducted in accordance with applicable state and federal rules and regulations, Agreement guidelines, and established professional standards and practices.
- F. TEEEX, or its designee, retains the right to monitor, examine and audit all records, documents and activities related to projects funded by this Agreement, and to perform such project evaluation studies that TEEEX deems necessary to determine the adequacy of the procedures used.

- G. TEEEX will notify the Subrecipient in writing of any deficiencies noted during such review, and may withhold payments as appropriate based upon such review. TEEEX will provide technical assistance to the Subrecipient to correct the deficiencies noted. TEEEX may conduct follow-up visits to review the previous deficiencies and to assess the efforts made to correct them. If such deficiencies persist, TEEEX may terminate this Agreement effective immediately and/or apply sanctions pursuant to Section I (Sanctions or Remedial Measures), or take such other action as it deems appropriate.

VII. SUBRECIPIENT LEGAL COMPLIANCE

- A. As a condition to award of monies under this Agreement, Subrecipient assures, with respect to the operation of a federally funded program or activity, that it will comply fully with the non-discrimination and equal opportunity provisions of the following laws to the extent applicable: (a) Title VI of the Civil Rights Act of 1964, as amended; (b) Section 504 of the Rehabilitation Act of 1973, as amended; (c) the Age Discrimination Act of 1975, as amended; (d) Title IX of the Education Amendments of 1972, as amended; (e) Americans with Disabilities Act of 1990; and (f) any other statutory provisions relating to non-discrimination.
- B. In the performance of this Agreement, Subrecipient shall comply with the following Office of Management and Budget (OMB) Circulars applicable to its organization, institution or agency: Administrative Requirements (A-102 and A-110); Cost Principles (A-21, A-87 and 122); and Audit Guidance (A-133).
- C. The parties agree to be bound by all terms of this Agreement and all applicable state and federal statutes and regulations, and all provisions contained therein, including the Office of Justice Programs "Financial Guide" located at:
<http://www.ojp.usdoj.gov/FinGuide/>

VIII. CONFLICT OF INTEREST

- A. No employee of the Subrecipient or a Subrecipient, no member of the Subrecipient's or a Subrecipient's governing body, and no person who exercises any function or responsibility in the review or approval of the undertaking or carrying out of this Agreement shall participate in any decision relating to this Agreement which affect his or her personal pecuniary interest.

IX. LEGAL AUTHORITY

- A. The Subrecipient represents and guarantees that it possesses the legal authority to enter into this Agreement, receive funds authorized by this Agreement, and perform the functions and activities pertaining to this Agreement.
- B. The person signing this Agreement on behalf of Subrecipient hereby warrants that he/she has been fully authorized by Subrecipient to execute this Agreement on behalf of Subrecipient and to legally bind Subrecipient to all the terms, performances and provisions herein set forth.

D. REIMBURSEMENT/PAYMENT PROCEDURES

Administration

Subrecipient must fax signed and dated shipping receipts to TEEX in accordance with the following timelines. Purchases made using local purchasing methods will require a shipping receipt and invoice showing an obligation to pay. Shipping receipts are needed for proof of delivery.

- a. Prime Vendor (Fisher) purchases: Fax a signed and dated shipping receipt within five days of receipt of equipment.
- b. Purchase using established local procedures: Payment will be made within three weeks of receipt of faxed dated shipping receipt and invoice showing an obligation of the local jurisdiction to pay.

FAX: (979) 458-6927 Attn: Homeland Security Grant Program

TEEX must receive shipping receipts in a timely manner to ensure the prompt payment and proper documentation of the grant activity. Delay in sending shipping receipts to TEEX will result in delayed payment status to either the vendor or the Subrecipient, depending on the purchase method used. All equipment list items must be examined when received to ensure that shipping receipts match the items ordered and received from the vendor. Subrecipient is responsible for contacting the vendor to replace any damaged items or incorrect shipments.

All equipment list items acquired under the Homeland Security Grant are the property of the Subrecipient and subject to the inventory and property rules under OMB Circular A-102. Property title transfers to the Subrecipient upon receipt of the equipment. Subrecipient must maintain property records, in accordance with locally established procedures. Subrecipient must keep these records readily available to ensure property accountability. There must be a physical inventory of grant procured equipment items with market value in excess of \$5,000.00 which includes the following information: a description of the item, a serial number, received date, the titleholder of the equipment, value of equipment and the owner and the location of the equipment at least once a year. Subrecipient must have a control system in place to locate and safeguard equipment.

Reimbursement for expenditures in planning, training, exercises, or administrative will be made upon submission of allowable expenditures by subrecipient to TEEX. Payment shall be made within three weeks of submission. Forms will be available at www.texasdpa.info.

E. FISCAL ADMINISTRATION

Availability of Funds

Notwithstanding any other Agreement provisions, the parties hereto understand and agree that TEEEX's obligations under this Agreement are contingent upon the availability of adequate funds to meet TEEEX's liabilities hereunder.

Limitation on Liability

The Subrecipient understands and agrees that it shall be liable to repay to TEEEX any funds not expended in accordance with this Agreement or determined to be expended in violation of the terms of this Agreement.

TEEEX will pay costs properly incurred by the Subrecipient under this Agreement in the amount specified in the Notice of Subrecipient Award or any mutual amendments hereto.

TEEEX shall not be liable to the Subrecipient for costs under this Agreement which exceed the amount specified in the Notice of Subrecipient Award.

TEEEX may deobligate awarded funds after consultation with the Subrecipient and upon determination by TEEEX that funds will not be spent in accordance with the Agreement or will not be spent in a timely manner. Timely manner for equipment items requires completion of the equipment list and selection of purchasing methods within 120 days of grant award. Subrecipients not completing the list within a 90 day period after grant award will be contacted and officially notified that they are in jeopardy of losing grant funds if the list is not completed by day 120. Due consideration will be given when the delay is not within control of the subrecipient.

F. REPORTING REQUIREMENTS/MONITORING/ACCOUNTABILITY

Reporting

Subrecipient must submit semiannual progress reports on the TexasDPA.com website.

The semi-annual progress reports, due November 30 and May 31, should summarize the previous six months. The summary reports should detail how the equipment, planning, training and exercise funds improved the capabilities of the Subrecipient. This report will then be forwarded to the Office for Domestic Preparedness as documentation for their records on the progress of the grant.

Reporting requirements

Subrecipient agrees to provide to TEEEX, in accordance with procedures and time frames prescribed by TEEEX, any technical or program reports, data, and information on the operation and performance of this Agreement deemed necessary by TEEEX.

If Subrecipient fails to submit to TEEEX in a timely and satisfactory manner any report required by this Agreement, or otherwise fails to satisfactorily render performances hereunder, TEEEX may withhold payments otherwise due and owing Subrecipient. If TEEEX withholds such payments, it shall notify Subrecipient in writing of its decision and the reasons therefore. Payments withheld pursuant to this paragraph may be held by TEEEX until such time as the delinquent obligations for which funds are withheld are fulfilled by Subrecipient.

Retention and Accessibility of Records

Subrecipient shall maintain all records, financial management records and supporting documentation for all expenditures of funds made under this Agreement, in compliance with all retention and custodial requirements for records referenced in this Agreement.

Subrecipient shall retain all fiscal records and supporting documents for a minimum of three (3) years after final Agreement closeout. In the event there is litigation or an unresolved audit discrepancy at the end of such retention period, the records will be retained until the litigation or discrepancy is resolved.

Subrecipient shall provide state or federal auditing agencies, TEEEX, or any of their duly authorized representatives, access to and the right to examine, copy, or reproduce all reports and records pertaining to this Agreement. Such rights to access shall continue as long as the records are retained by the Subrecipient.

TEEEX shall have the right of timely and reasonable access to Subrecipient and Subrecipient premises and personnel for the purpose of inspection, monitoring, auditing, evaluation, or interview, related to all records required to be retained under this Section.

Audits or Evaluations

TEEEX reserves the right to conduct or cause to be conducted an independent audit of all funds received under this Agreement, which may be performed by government audit staff, a certified public accounting firm, or other auditors as designated by TEEEX. Subrecipient shall cooperate with all authorized auditors and shall make available all accounting and project records including supporting source documentation. Such audit will be conducted in accordance with applicable state and federal rules and regulations, Agreement guidelines, and established professional standards and practices.

Subrecipient shall be liable to TEEEX for any costs disallowed as a result of an audit. Subrecipient shall further be responsible for any audit exception or other payment deficiency in the project covered by the Agreement, and all subcontracts hereunder, which are found to exist after monitoring, review, or auditing by any party as authorized or required by TEEEX.

Subrecipient, or the auditors that monitor or audit the Subrecipient, shall immediately report to TEEEX any incidents of fraud, abuse or potentially criminal activity in relation to the provisions of this Agreement.

Monitoring, Onsite Visits and Technical Assistance

Subrecipient is subject to these guidelines and procedures. TEEEX will conduct onsite visits which will enable TEEEX personnel to confirm the location, condition and use of the property and if it is being used for the intended purpose as stated in the Agreement. Site locations may be selected in a random manner.

TEEX, or its designee, retains the right to monitor, examine and audit all records, documents and activities related to projects funded by this Agreement, and to perform such project evaluation studies that TEEEX deems necessary to determine the adequacy of the services performed.

TEEX will notify the Subrecipient in writing of any deficiencies noted during such review, and may withhold payments as appropriate based upon such review. TEEEX will provide technical assistance to the Subrecipient to correct the deficiencies noted. TEEEX may conduct follow-up visits to review the previous deficiencies and to assess the efforts made to correct them. If such deficiencies persist, TEEEX may terminate this Agreement effective immediately and/or apply sanctions pursuant to Section J (Sanctions and Remedial Measures) of this Agreement, or take such other action as it deems appropriate.

G. GRANT CLOSING/RELEASE OF UNUSED FUNDS

As Subrecipient completes the purchasing process and wants to release unused funds, it may select the "De-Obligate" button on the TEXASDPA website.

H. SUBRECIPIENT LEGAL COMPLIANCE

Compliance with Laws/Certifications

As a condition to award of monies under this Agreement, Subrecipient assures, with respect to the operation of a federally funded program or activity, that it will comply fully with the non-discrimination and equal opportunity provisions of the following laws to the extent applicable: (a) Title VI of the Civil Rights Act of 1964, as amended; (b) Section 504 of the Rehabilitation Act of 1973, as amended; (c) the Age Discrimination Act of 1975, as amended; (d) Title IX of the Education Amendments of 1972, as amended; (e) Americans with Disabilities Act of 1990; and (f) any other statutory provisions relating to non-discrimination.

Compliance with Laws/Regulations

In the performance of this Agreement, Subrecipient shall comply with the following Office of Management and Budget (OMB) Circulars applicable to its organization, institution or agency: Administrative Requirements (A-102 and A-110); Cost Principles (A-21, A-87 and 122); and Audit Guidance (A-133).

The parties agree to be bound by all terms of this Agreement and all applicable state and federal statutes and regulations, and all provisions contained therein, including the Office of Justice Programs "Financial Guide" located at: <http://www.ojp.usdoj.gov/FinGuide/>

I. AGREEMENT CHANGES/ ADDITIONS/ DELETIONS

Changes and Amendments

Any alterations, additions, or deletions to the terms of this Agreement shall be by modification hereto in writing and executed by both parties to this Agreement before the changes to the Agreement are implemented.

Severability

If a provision contained in this Agreement is held to be invalid, illegal, or unenforceable for any reason, it shall not affect any other provision of the Agreement. It is the intent of the parties that if any provision is held to be invalid, illegal or unenforceable, there shall be added in lieu thereof a valid and enforceable provision as similar in terms to such provision as is possible.

Force Majeure

In the event that performance by either party of any of its obligations under the terms of this Agreement shall be interrupted or delayed by an act of God, by acts of war, riot, or civil commotion, by any act of government, by strikes, fire, flood, or by the occurrence of any other event beyond the control of the parties hereto, that party shall be excused from such performance for such period of time as is reasonably necessary after such occurrence abates for the effects thereof to have dissipated.

Non-Assignment

This Agreement is not assignable. Notwithstanding any attempt to assign the Agreement, the Subrecipient shall remain fully liable on this Agreement and shall not be released from performing any of the terms, covenants and conditions of this Agreement. The Subrecipient shall be held responsible for all funds received under this Agreement.

Termination of Agreement

This Agreement may be terminated, in whole or in part, whenever TEEX determines that such termination is in the best interest of the project, such termination to be effective upon the Subrecipient's receipt of written notification of termination from TEEX. In the event of such termination, the Subrecipient shall be entitled to compensation under this Agreement for allowable expenditures up to the termination date.

When justified, TEEEX may terminate this Agreement for cause, whereupon all compensation to the Subrecipient shall cease pending completion of any final report and any closing audit required by TEEEX.

If the Subrecipient fails to perform in accordance with the provisions of this Agreement, TEEEX may terminate this Agreement after issuing written notice of default to the Subrecipient and allowing the Subrecipient thirty (30) days following the issuance of such notice in which to correct the deficiency to the satisfaction of TEEEX. Such termination shall not be an exclusive remedy but shall be in addition to any other rights, sanctions and remedies provided by law or under this Agreement.

Notwithstanding TEEEX's exercise of its right of early termination, the Subrecipient shall not be relieved of any liability for damages due to TEEEX. TEEEX may withhold payment to the Subrecipient on this or any other Agreement until such time as the exact amount of damages due to TEEEX from the Subrecipient is agreed upon or is otherwise determined by TEEEX.

If Federal funds are not available, or in the event that State laws or regulations should be amended or judicially interpreted to render continued fulfillment of this Agreement by either party substantially unreasonable or impossible, or if the parties are unable to agree on an amendment to enable the substantial continuation of performance under this Agreement, then the parties shall be discharged from any further obligations under this Agreement, except for the equitable settlement of the respective accrued interests or obligations incurred up to the effective date of termination.

The Subrecipient shall cease to incur costs under this Agreement upon termination or receipt of written notice to terminate, whichever occurs first

Sanctions or Remedial Measures

If Subrecipient materially fails to comply with the terms and conditions of this Agreement, TEEEX shall notify the Subrecipient in writing describing performance that is not in compliance with the terms and conditions of this Agreement. The Subrecipient shall confer with TEEEX to discuss the non-compliance and necessary corrective actions to ensure performance will be in compliance.

If TEEEX and Subrecipient cannot agree on corrective actions, TEEEX may take one or more of the following actions, as appropriate:

Temporarily withhold cash payments pending correction of the deficiency by Subrecipient;

Disallow (that is, deny both use of funds and any applicable matching credit for) all or part of the cost of the activity or action not in compliance;

Wholly or partially suspend or terminate the current award;

Exercise any other available remedies.

Dispute Resolution

The dispute resolution process provided for in Chapter 2260 of the Texas Government Code shall be used, as further described herein, by TEEEX and the Subrecipient to attempt to resolve any claim for breach of contract made by the Subrecipient:

A Subrecipient's claim for breach of this Agreement that the parties cannot resolve in the ordinary course of business shall be submitted to the negotiation process provided in Chapter 2260, subchapter B, of the Government Code. To initiate the process, the Subrecipient shall submit written notice, as required by subchapter B, to Arturo Alonzo, TEEEX Deputy Director. Said notice shall specifically state that the provisions of Chapter 2260, subchapter B, are being invoked. A copy of the notice shall also be given to all other representatives of TEEEX and the Subrecipient otherwise entitled to notice under the parties' Agreement. Compliance by the Subrecipient with subchapter B is a condition precedent to the filing of a contested case proceeding under Chapter 2260, subchapter C, of the Government Code.

The contested case process provided in Chapter 2260, subchapter C, of the Government Code is the Subrecipient's sole and exclusive process for seeking a remedy for any and all alleged breaches of the Agreement by TEEEX if the parties are unable to resolve their disputes under subparagraph (A) of this paragraph.

Compliance with the contested case process provided in subchapter C is a condition precedent to seeking consent to sue from the Legislature under Chapter 107 of the Civil Practices and Remedies Code. Neither the execution of this Agreement by TEEEX nor any other conduct of any representative of TEEEX relating to the Agreement shall be considered a waiver of sovereign immunity to suit.

The submission, processing and resolution of the Subrecipient's claim is governed by the published rules adopted by the Office of Attorney General of Texas pursuant to Chapter 2260, as currently effective, hereafter enacted or subsequently amended. These rules are found at 1 T.A.C. Chapter 68.

Neither the occurrence of an event nor the pendency of a claim constitutes grounds for the suspension of performance by the Subrecipient, in whole or in part.

The designated individual responsible on behalf of TEEEX for examining any claim or counterclaim and conducting any negotiations related thereto as required under §2260.052 of H.B. 826 of the 76th Texas Legislature shall be Arturo Alonzo, TEEEX Deputy Director.

J. CONFLICT OF INTEREST

Prevention of Conflicting Interests

The Subrecipient, by signing this Agreement, covenants and affirms that:

No employee of the Subrecipient or a Subrecipient, no member of the Subrecipient's or a Subrecipient's governing body, and no person who exercises any function or responsibility in the

review or approval of the undertaking or carrying out of this Agreement shall participate in any decision relating to this Agreement which affect his or her personal pecuniary interest.

The Subrecipient shall take every reasonable course of action to maintain the integrity of this expenditure of public funds and to avoid favoritism and questionable or improper conduct. This Agreement shall be administered in an impartial manner, free from efforts to gain personal, financial or political benefit, tangible or intangible. The Subrecipient, its executive staff and employees, while administering this Agreement, shall avoid situations which could give the appearance that any decision was influenced by prejudice, bias, special interest or desire for personal gain.

Subrecipient shall immediately inform TEEEX in writing of any potential conflict of interest which arises at any time during the term of this Agreement.

If Subrecipient fails to abide by the foregoing covenants and affirmations regarding conflict of interest, the Subrecipient shall not be entitled to recover any costs or expenses incurred in relation to this Agreement and shall immediately refund to TEEEX any fees or expenses that may have been paid under this Agreement, and shall further be liable for any other costs incurred or damages sustained by TEEEX relating to this Agreement. Such failure may subject Subrecipient to sanctions as provided in Section I (Sanctions and Remedial Measures) of this Agreement.

Sectarian Activity

None of the activities or performances rendered under this Agreement shall involve, and no portion of the funds received by Subrecipient shall be used for any sectarian or religious activity.

Political Activity

None of the activities or performances rendered hereunder by the Subrecipient shall involve and no portion of the funds received by the Subrecipient shall be used for any political activity, including but not limited to any activity to further the election or defeat of any candidate for public office, or any activity undertaken to influence the passage, defeat, or final contents of legislation.

K. GENERAL

Parties to Agreement

TEEEX and Subrecipient have severally and collectively made and entered into this Agreement which, together with the documents attached or incorporated by specific reference, constitutes the entire Agreement between the parties as evidenced by signatures on the *Notice of Subrecipient Award*.

Legal Authority

The Subrecipient represents and guarantees that it possesses the legal authority to enter into this Agreement, receive funds authorized by this Agreement, and to perform the required tasks.

The person signing this Agreement on behalf of Subrecipient hereby warrants that he/she has been fully authorized by Subrecipient to execute this Agreement on behalf of Subrecipient and to legally bind Subrecipient to all the terms, performances and provisions herein set forth.

Relationship of the Parties

The relationship of the parties is that of independent contractors, and not as agents of each other or as joint venturers or partners.

Rights in Data, Copyrights and Publication

TEEX will be free to publish the results of all work done under this Agreement. Ownership of all data produced under this Agreement will remain with TEEX. Title to and the right to determine the disposition of any copyrights, or copyrightable material, first produced or composed in the performance of this Agreement shall remain with TEEX, provided that TEEX shall grant to Subrecipient an irrevocable, royalty-free, non-exclusive license to reproduce, modify, and use all such data and copyrightable material for its own use, but not for any commercial purpose.

Measure of Liability

In consideration of Subrecipient's full and satisfactory performance of conditions in the agreement, TEEX shall be liable to the Subrecipient in an amount equal to the actual allowable costs incurred by the Subrecipient, subject to the following limitations:

TEEX shall not be liable for expenditures made in violation of the legal authorities cited in Section I, Subrecipient Legal Compliance, of this Agreement, or any other law or regulation applicable to the specific project or service performed under this Agreement.

Except as otherwise provided by this Agreement, TEEX shall be liable to Subrecipient in an amount equal to the actual allowable costs, not to exceed the Subrecipient grant award, incurred by Subrecipient in rendering required performance.

Except as otherwise specifically authorized by TEEX in writing, TEEX shall only be liable for expenditures made in compliance with the cost principles and administrative requirements set forth and referenced in this Agreement.

TEEX shall not be liable to Subrecipient for costs incurred or performances rendered by Subrecipient before commencement of the Agreement or after completion of this Agreement.

TEEX shall not be liable for any costs incurred by Subrecipient in the performance of this Agreement which have not been billed to TEEX within sixty (60) days following termination of this Agreement.

Governing Law

This Agreement shall be governed and construed in accordance with the laws of the State of Texas.

**Enclosure I: Extract of Office for Domestic Preparedness
FY2003II Program Guidelines and Application Kit**

**II. The Fiscal Year 2003 Urban Areas Security Initiative Grant
Program II**

AUTHORIZED PROGRAM PURPOSE

Funding for the FY 2003 UASI Grant Program II is authorized by Public Law 108-11, the Emergency Wartime Supplemental Appropriations Act, 2003. The FY 2003 UASI Grant Program II augments efforts begun with the FY 2003 UASI II Program to address the unique needs of large urban areas.

PROGRAM REQUIREMENTS

The State agency with overall responsibility for developing the State Homeland Security Strategy and administering ODP programs will be responsible for the administration of the UASI Grant Program II. In administering the program, the State Administrative Agency (SAA) must comply with the following requirements:

- 1. Identification of Points of Contact.** The SAA must designate a specific point(s) of contact (POC) to work with ODP on the implementation of the UASI Grant Program II. The SAA POC(s) is then responsible for working through the Mayor/Chief Executive Officer (CEO) of each urban area's core city and associated core county/counties to identify a POC for those jurisdictions. **If not already provided to ODP, this information must be provided as part of the Program Narrative in the UASI II grant application submission.**
- 2. Definition of the Urban Area.** In coordination with the urban area core city POC and the core county/counties POC(s), the SAA POC must fully define the urban area, as it will apply to the UASI Grant Program II. Specifically, the geographical borders of what constitutes the urban area—including any possible contiguous jurisdictions and mutual aid partners—must be drawn, and all participating jurisdictions within the border identified. The State SAA should pay careful attention to how the definition of the urban area correlates with the definition of local jurisdictions under the State Homeland Security Assessment and Strategy Development Process. In defining the urban area, the SAA POC is required to coordinate and receive input from the core city and core county/counties. The definition of the urban area is limited to inclusion of jurisdictions contiguous to the core city and county/counties, or with which the core city or county/counties have established formal mutual aid agreements; a core county is defined as the county within which the core city is geographically located. States may request a waiver for this limitation for regions previously established by Executive Order, law or compact. For the purposes of the UASI Grant Program II, the Washington, D.C. urban area will

consist of the National Capital Region as set forth in Title 10 USC, Sec. 2674(f)(2). **If not already provided to ODP, this information must be provided as part of the Program Narrative in the UASI II grant application submission.**

3. **Establishment of the Urban Area Working Group.** Following definition of the urban area, the SAA POC must work through the Mayor/CEOs from all other jurisdictions within the defined urban area to identify POCs from these jurisdictions to serve on the Urban Area Working Group. The Urban Area Working Group will be responsible for coordinating development and implementation of all program elements, including the urban area assessment, strategy development, and any direct services that are delivered by ODP. **ODP strongly encourages that, wherever possible, previously established local working groups be leveraged for this purpose. If not already provided to ODP, an overview of the Urban Area Working Group structure and a list of members and their associated jurisdictions must be provided as part of the Program Narrative in the UASI II grant application submission.**
4. **Conduct of an Urban Area Assessment.** Urban areas receiving funding under this program must conduct a comprehensive Urban Area Assessment, which in turn will guide development of an Urban Area Homeland Security Strategy. Urban Areas may use a recently updated or completed (within the past 12 months) assessment for the purposes of USAI II, provided that it meets the requirements for a validated assessment; required elements for the Urban Area Assessment are outlined in Appendix B of this application, which will be used to validate all assessments submitted for review. If an urban area has not completed an assessment, ODP will provide technical assistance to conduct and complete an assessment. The following disciplines are critical players and must be fully represented in the assessment and strategy development process: law enforcement, emergency medical services, emergency management, the fire service, hazardous materials, public works, governmental administrative, public safety communications, healthcare and public health.

ODP is currently working with the states to coordinate a thorough Threats/Vulnerabilities/Needs/Capabilities Assessment and development of a State Homeland Security Strategy for Fiscal Year 2004 funds. The jurisdictional tool developed for this process should also be used by the UASI Grant Program II participants.

Each SAA POC will be contacted by an ODP program manager to coordinate the submission and/or scheduling of the urban area assessment. If there is an existing assessment, the urban area can submit that assessment directly to the SAA POC, who, upon review, will forward it to ODP. If the urban area would like technical assistance in conducting the assessment the ODP

program manager will make those arrangements.

Note: Receipt of all remaining funds is contingent upon submission of a validated Urban Area Assessment and a validated Urban Area Homeland Security Strategy. ALL URBAN AREA ASSESSMENTS MUST BE COMPLETED AND SUBMITTED TO ODP NO LATER THAN SEPTEMBER 30, 2003.

- 5. Development of an Urban Area Homeland Security Strategy.** Urban areas receiving funding under this program must develop a comprehensive Urban Area Homeland Security Strategy. Urban Areas may use a recently updated or completed (within the past 12 months) strategy for the purposes of USAI II, provided that it meets the requirements for a validated strategy; required elements for the Urban Area Homeland Security Strategy are outlined in Appendix B of this application, which will be used to validate all strategies submitted for review. If an urban area has not developed a strategy, ODP will provide technical assistance to assist with its development. The following disciplines are critical players and must be fully represented in the assessment and strategy development process: law enforcement, emergency medical services, emergency management, the fire service, hazardous materials, public works, governmental administrative, public safety communications, healthcare and public health.

ODP is currently working with the states to coordinate a thorough Threats/Vulnerabilities/Needs/Capabilities Assessment and development of a State Homeland Security Strategy for Fiscal Year 2004 funds. The jurisdictional tool developed for this process should be used by the USAI Grant Program II participants.

Each SAA POC will be contacted by an ODP program manager to coordinate the submission and/or scheduling of the Urban Area Homeland Security Strategy. If there is an existing strategy, the urban area can submit that strategy directly to the SAA POC, who, upon review, will forward it to ODP. If the urban area would like technical assistance with developing the strategy the ODP program manager will make those arrangements.

Note: Receipt of all remaining funds is contingent upon submission of a validated Urban Area Assessment and a validated Urban Area Homeland Security Strategy.

- 6. Allocation of Funds.** The SAA POC, in coordination with the Urban Area Working Group, must develop a methodology for allocating initial funding (up to 25% of the total award amount) available through the USAI Grant Program II to support the assessment and strategy development process and to resource immediate needs. **This information must be provided as part of the Budget Narrative in the USAI II grant application submission;**

supporting Budget Detail Worksheets identifying specific use of funds must also be provided as part of the application submission; at a minimum, the core city and core county/counties must provide written concurrence on the SAA's methodology for the initial allocation of funds (up to 25%) provided through the UASI Grant Program II.

- 7. Compliance with the National Incident Management System.** Pursuant to the Homeland Security Act of 2002, the Secretary of Homeland Security is the principal federal official for domestic incident management. Consequently, and according to the Homeland Security Presidential Directive/HSPD-5, the Secretary shall develop and administer a National Incident Management System, (NIMS). This system will provide a consistent nationwide approach for Federal, State, and local governments to work effectively and efficiently together to prepare for, respond to, and recover from domestic incidents, regardless of cause, size, or complexity. To provide for interoperability and compatibility among Federal, State, and local capabilities, the NIMS will include a core set of concepts, principles, terminology, and technologies covering the incident command system; multi-agency coordination systems; unified command; training; identification and management of resources (including systems for classifying types of resources); qualifications and certification; and the collection, tracking, and reporting of incident information and incident resources.

As mandated by HSPD-5, beginning in FY 2005, adoption of the NIMS will be a requirement for receipt of grant funds from ODP. As such, ODP encourages urban areas receiving funding under the UASI Grant Program II to begin utilizing NIMS concepts, principles, terminology, and technologies as they are made available by DHS. Additionally, if jurisdictions and agencies within the defined urban area are not already using the incident command system (ICS) as taught by ODP or the National Fire Academy, grantees and sub-grantees should institutionalize the use of ICS across their entire response system by the end of the two-year performance period.

FY 2003 UASI Grant Program II grantees will be able to initially receive up to 25% of their allocation of funds. States are required to pass through at least 80% of this amount within 45 days of release of funds by DHS to the identified urban area for the conduct of an urban area assessment, development of a strategy, management and administration of the program, and to resource immediate needs. Award of this initial funding is contingent upon submission and approval of the State's online application for funding under the FY 2003 Urban Areas Security Initiative II, including associated program narrative and budget narrative and budget detail worksheets supporting the expenditure of funds. The initial funds are available immediately upon grant award.

Receipt of all remaining funds is contingent upon: 1) submission and approval of an Urban Area Assessment, which includes threats,

vulnerabilities, needs and capabilities, and has involvement from all jurisdictions within the defined urban area, mutual aid partners, and the SAA; 2) submission and approval of an Urban Area Homeland Security Strategy articulating a strategic vision for building and sustaining an enhanced level of prevention preparedness and response capacity, and which has been coordinated with all jurisdictions within the defined urban area, mutual aid partners; and the SAA ; 3) submission and approval of budget detail worksheets providing a spending plan for all remaining funds; **the core city and core county/counties must provide written concurrence on the spending plan for all remaining funds prior to submission of budget detail worksheets to ODP. If written concurrence is not provided these funds will not be released.**

AUTHORIZED PROGRAM EXPENDITURES (Detailed in Appendix C)

1. **Planning:** Funds may be used to pay for activities associated with the completion of the urban area assessment, development of the Urban Area Homeland Security Strategy, and other planning activities, including: 1) conducting training sessions to ensure accurate completion of the assessment; 2) implementing and managing sustainable programs for equipment acquisition, training and exercises; 3) enhancement or establishment of mutual aid agreements; 4) enhancement or development of emergency operations plans and operating procedures; 5) development or enhancement of recovery plans; 6) development of communication and interoperability protocols and solutions; 7) coordination of citizen and family preparedness plans and programs, including donations programs and volunteer initiatives; 8) enhancement or development of continuity of operations and continuity of government plans; and 9) hiring of full or part-time staff or contractors/consultants to assist with any of the above activities.

2. **Equipment Acquisition:** Funds may be used to enhance the capabilities of local prevention and emergency response agencies through the acquisition of: 1) personal protective equipment (PPE); 2) explosive device mitigation and remediation equipment; 3) CBRNE search and rescue equipment; 4) interoperable communications equipment; 5) detection equipment; 6) decontamination equipment; 7) physical security enhancement equipment; 8) terrorism incident prevention equipment; 9) CBRNE logistical support equipment; 10) CBRNE incident response vehicles; 11) medical supplies and limited types of pharmaceuticals; and, 12) CBRNE reference materials.
These funds may also be used for sustainment of prevention and response equipment that would be used in a jurisdiction's response to a terrorist threat or event. This would include repair and replacement parts, equipment warranties and maintenance contracts for equipment purchased under any ODP grant.

This equipment may be used by the urban areas to enhance capabilities in the areas of law enforcement, emergency medical services, emergency management, the fire service, hazardous materials, public works, governmental administrative, public safety communications, healthcare and public health at the local levels of government in accordance with the goals and objectives identified in their jurisdictional assessment. Other allowable uses of funds include measures associated with target hardening and critical infrastructure security. Grant funds may also be used to share critical information such as 1) systems to disseminate and safeguard threat information, and 2) alert notification systems.

Sustainment, maintenance, and training in the use of equipment procured using these grant funds should be addressed in the Urban Area Homeland Security Strategy.

3. **Training:** Funds may be used to enhance the capabilities of local prevention and response agencies through the development of an urban area homeland security training program or the delivery of existing ODP courses. Allowable expenses include: 1) development and/or establishment of CBRNE prevention and response training courses, which should be institutionalized within existing training academies, universities or junior colleges. These courses must be consistent with ODP prevention and response training guidelines and reviewed and approved by ODP; 2) backfill costs to replace personnel who are attending ODP-approved courses; 3) overtime costs for responders who attend ODP-approved training courses; and 4) travel costs associated with planning or attending ODP-approved training. Urban area partners should work together to develop and implement a sustainable system for maintaining and perpetuating training within all response disciplines as part of the overall Urban Area Homeland Security Strategy.

The target audience for training courses funded through the FY 2003 UASI Grant Program II must be emergency responders, emergency managers and public/elected officials within the following disciplines: firefighters, law enforcement, emergency management, emergency medical services, hazardous materials, public works, public health, health care, public safety communications, governmental administrative and private security guards. ***We encourage urban areas to adopt current ODP training programs and aggressively provide awareness training to area emergency responders.***

4. **Exercises:** Funds to be used for exercises may be used to plan for, design, develop, conduct, and evaluate exercises that train emergency responders and assess the readiness of urban areas to prevent and respond to a terrorist attack. Exercises must be threat- and performance-based, in accordance with ODP's Homeland Security Exercise and Evaluation Program (HSEEP) manuals. These manuals will provide explicit direction on the design, conduct, and evaluation of terrorism exercises. Exercises conducted with ODP support (grant funds or direct support) must be managed and executed in

accordance with the HSEEP.

ODP will work with urban area partners to build a tailored exercise program. The urban areas should consider using a portion of the grant funds to convene a multi-disciplinary, multi-jurisdictional exercise-planning workshop. The urban area partners should also work together to establish a sustained, multi-jurisdictional cycle of exercise activities as part of the overall Urban Area Homeland Security Strategy.

Allowable exercise-related costs include: 1) expenses related to convening an exercise planning workshop; 2) hiring of full or part-time staff or contractors/consultants to support exercise activities; 3) overtime for first response/exercise management personnel involved in the planning and conducting of exercises; 4) travel associated with planning and conducting exercises; 5) supplies consumed during the course of planning and conducting exercises; 6) costs related to the implementation of the HSEEP to include the reporting of scheduled exercises, and the tracking and reporting of after action reports and corrective actions from exercises; and, 7) other costs related to the planning and conducting of exercise activities.

If an urban area anticipates participating in future national-level exercises or activities, such as the Top Officials (TOPOFF) national exercise series, or has planned National Security Special Events (NSSE) for which exercises and other preparatory activities may be required, it should factor these costs into its Urban Area Homeland Security Strategy and budget funds accordingly.

- 5. Management and Administration:** Up to 3% of the grant award may be used by local governments for administrative costs to pay for activities associated with the implementation of the overall UASI Grant Program II, including: 1) hiring of full or part-time staff or contractors/consultants to assist with the collection of the assessment data; 2) travel expenses; 3) meeting-related expenses; 4) conducting local program implementation meetings; 5) hiring of full or part-time staff or contractors/consultants to assist with the implementation and administration of the jurisdictional assessment; and, 6) the acquisition of authorized office equipment. (Note: Authorized office equipment includes personal computers, laptop computers, printers, LCD projectors and other equipment or software which may be required to support implementation of the jurisdiction assessment. For a complete list of allowable meeting-related expenses, please review the OJP Office of the Comptroller (OC) Financial Guide at: <http://www.ojp.usdoj.gov/FinGuide>.) States MAY NOT use funds under this Program for administrative costs, but may use FY 2003 State Homeland Security Grant Program I (SHSGP I) funds and FY2003 SHSGP II funds to cover such costs.

6. **Operational Activities:** Grantees and subgrantees may use up to 25% of the gross amount of their award to reimburse for operational expenses, including overtime costs for personnel and costs associated with increased security measures at critical infrastructure sites, incurred during the ORANGE threat alert level beginning on February 7, 2003 and ending on February 27, 2003, beginning again on March 17, 2003 and ending on April 16, 2003, and beginning again on May 20, 2003 and ending on May 30, 2003. Reimbursement is available only for costs incurred during these time periods.

States and local governments should generally consider critical infrastructure to include any system or asset that if attacked would result in catastrophic loss of life and/or catastrophic economic loss. In addition, protection for the following specific types of facilities should also be considered:

- Public water systems serving large population centers
- Primary data storage and processing facilities, major stock exchanges and major banking centers
- Chemical facilities located in close proximity to large population centers
- Major power generation facilities that exceed 2000MW and if successfully attacked would disrupt the regional electric grid
- Hydroelectric facilities and dams that produce power in excess of 2000MW or could result in catastrophic loss of life if breached
- Nuclear Power plants
- Electric substations 500KV or larger, and substations 345KV or larger that are part of a critical system supporting populations in excess of one million people
- Rail and highway bridges over major waterways that, if destroyed, would cause catastrophic economic loss
- Major highway tunnels under waterways that if attacked would cause catastrophic loss of life or catastrophic economic impact
- Major natural gas transmission pipelines
- Natural Gas and liquid Natural Gas Storage (LNG) facilities
- Major petroleum handling facilities such as pipelines, ports, refineries and terminals

- Major mass transit subway systems and the supporting ventilation systems

UNAUTHORIZED PROGRAM EXPENDITURES

Unauthorized program expenditures include: 1) expenditures for items such as general-use software (word processing, spreadsheet, graphics, etc), general use computers and related equipment, general-use vehicles, licensing fees, weapons systems and ammunition; 2) activities unrelated to the completion and implementation of the UASI Grant Program II; 3) other items not in accordance with the Authorized Equipment List or previously listed as allowable costs; and 4) construction or renovation of facilities.

FREEDOM OF INFORMATION ACT (FOIA)

ODP recognizes that much of the information submitted in the course of applying for funding under this program, or provided in the course of its grant management activities, may be considered law enforcement sensitive or otherwise important to national security interests. This may include threat, risk, and needs assessment information, and discussions of demographics, transportation, public works, and industrial and public health infrastructures. While this information is subject to requests made pursuant to the Freedom of Information Act, 5. U.S.C. §552 (FOIA), all determinations concerning the release of information of this nature will be made on a case-by-case basis by the DHS Departmental Disclosure Officer, and may well likely fall within one or more of the available exemptions under the Act.

Applicants are also encouraged to consult their own state and local laws and regulations regarding the release of information, which should be considered when reporting sensitive matters in the grant application, needs assessment and strategic planning process. At the same time, applicants should be aware that any information created exclusively for the purpose of applying for and monitoring grants hereunder is the property of the U.S. Government, and shall not otherwise be disclosed or released pursuant to state or local law or regulation.

Appendix C

Allowable Planning, Equipment, Training, Exercise, and Administrative Costs

I. Allowable Planning Costs

Funds to be used for planning may be used to pay for activities associated with the completion of the urban area assessment, development of the Urban Area Homeland Security Strategy, and other planning activities, including: 1) conducting training sessions to ensure accurate completion of the assessment; 2) implementing and managing sustainable programs for equipment acquisition, training and exercises; 3) enhancement or establishment of mutual aid agreements; 4) enhancement or development of emergency operations plans and operating procedures; 5) development or enhancement of recovery plans; 6) development of communication and interoperability protocols and solutions; 7) coordination of citizen and family preparedness plans and programs, including donations programs and volunteer initiatives; 8) enhancement or development of continuity of operations and continuity of government plans; and 9) hiring of full or part-time staff or contractors/consultants to assist with any of the above activities.

II. Allowable Equipment Costs

Funds from the UASI Grant Program II may be used by the urban area to enhance capabilities in the areas of law enforcement, emergency medical services, emergency management, the fire service, hazardous materials, public works, governmental administrative, public safety communications, healthcare and public health at the state and local levels of government in accordance with the goals and objectives identified in the urban area assessment or capability enhancement plan. Other allowable uses of funds include measures associated with target hardening and critical infrastructure security. Grant funds may also be used to share critical information such as 1) systems to disseminate and safeguard threat information, and 2) alert notification systems. Funds may also be used for sustainment of first responder equipment that would be used in an urban area's response to a terrorist threat or event. This would include repair and replacement parts, equipment warranties and maintenance contracts for equipment purchased under this ODP grant.

Authorized equipment purchases may be made in the following categories:

1. Personal Protective Equipment (PPE)
2. Explosive Device Mitigation and Remediation Equipment
3. CBRNE Search & Rescue Equipment

4. Interoperable Communications Equipment
5. Detection Equipment
6. Decontamination Equipment
7. Physical Security Enhancement Equipment
8. Terrorism Incident Prevention Equipment
9. CBRNE Logistical Support Equipment
10. CBRNE Incident Response Vehicles
11. Medical Supplies and Limited Types of Pharmaceuticals
12. CBRNE Reference Materials

1. Personal Protective Equipment - Equipment worn to protect the individual from hazardous materials and contamination. Levels of protection vary and are divided into three categories based on the degree of protection afforded. The following constitutes equipment intended for use in a chemical/biological threat environment:

Level A. Fully encapsulated, liquid and vapor protective ensemble selected when the highest level of skin, respiratory and eye protection is required. The following constitutes Level A equipment for consideration:

- Fully Encapsulated Liquid and Vapor Protection Ensemble, reusable or disposable (tested and certified against CB threats)
- Fully Encapsulated Training Suits
- Closed-Circuit Rebreather (minimum 2-hour supply, preferred), or open-circuit Self-Contained Breathing Apparatus (SCBA) or, when appropriate, Air-Line System with 15-minute minimum escape SCBA
- Spare Cylinders/Bottles for rebreathers or SCBA and service/repair kits
- Chemical Resistant Gloves, including thermal, as appropriate to hazard
- Personal Cooling System; Vest or Full Suit with support equipment needed for maintaining body core temperature within acceptable limits
- Hardhat/helmet
- Chemical/Biological Protective Undergarment
- Inner Gloves
- Approved Chemical Resistant Tape
- Chemical Resistant Boots, Steel or Fiberglass Toe and Shank
- Chemical Resistant Outer Booties

Level B. Liquid splash resistant ensemble used with highest level of respiratory protection. The following constitute Level B equipment and should be considered for use:

- Liquid Splash Resistant Chemical Clothing, encapsulated or non-encapsulated
- Liquid Splash Resistant Hood
- Closed-Circuit Rebreather (minimum 2-hour supply, preferred), open-circuit SCBA, or when appropriate, Air-Line System with 15-minute minimum escape SCBA

- Spare Cylinders/Bottles for rebreathers or SCBA and service/repair kits
- Chemical Resistant Gloves, including thermal, as appropriate to hazard
- Personal Cooling System; Vest or Full Suit with support equipment needed for maintaining body core temperature within acceptable limits
- Hardhat/helmet
- Chemical/Biological Protective Undergarment
- Inner Gloves
- Approved Chemical Resistant Tape
- Chemical Resistant Boots, Steel or Fiberglass Toe and Shank
- Chemical Resistant Outer Booties

Level C. Liquid splash resistant ensemble, with same level of skin protection of Level B, used when the concentration(s) and type(s) of airborne substances(s) are known and the criteria for using air-purifying respirators are met. The following constitute Level C equipment and should be considered for use:

- Liquid Chemical Splash Resistant Clothing (permeable or non-permeable)
- Liquid Chemical Splash Resistant Hood (permeable or non-permeable)
- Tight-fitting, Full Facepiece, Negative Pressure Air Purifying Respirator with the appropriate cartridge(s) or canister(s) and P100 filter(s) for protection against toxic industrial chemicals, particulates, and military specific agents.
- Tight-fitting, Full Facepiece, Powered Air Purifying Respirator (PAPR) with chemically resistant hood with appropriate cartridge(s) or canister(s) and high-efficiency filter(s) for protection against toxic industrial chemicals, particulates, and military specific agents.
- Equipment or system batteries will include those that are rechargeable (e.g. NiCad) or non-rechargeable with extended shelf life (e.g. Lithium)
- Chemical Resistant Gloves, including thermal, as appropriate to hazard
- Personal Cooling System; Vest or Full Suit with support equipment
- Hardhat
- Inner Chemical/Biological Resistant Garment
- Inner Gloves
- Chemical Resistant Tape
- Chemical Resistant Boots, Steel or Fiberglass Toe and Shank
- Chemical Resistant Outer Booties

Level D. Selected when no respiratory protection and minimal skin protection is required, and the atmosphere contains no known hazard and work functions preclude splashes, immersion, or the potential for unexpected inhalation of, or contact with, hazardous levels of any chemicals.

- Escape mask for self-rescue

Note: During CBRNE response operations, the incident commander determines the appropriate level of personal protective equipment. As a guide, Levels A, B, and C are applicable for chemical/ biological/ radiological contaminated environments.

Personnel entering protective postures must undergo medical monitoring prior to and after entry.

All SCBAs should meet standards established by the National Institute for Occupational Safety and Health (NIOSH) for occupational use by emergency responders when exposed to Chemical, Biological, Radiological and Nuclear (CBRN) agents in accordance with Special Tests under NIOSH 42 CFR 84.63(c), procedure number RCT-CBRN-STP-0002, dated December 14, 2001.

Grant recipients should purchase: 1) protective ensembles for chemical and biological terrorism incidents that are certified as compliant with Class 1, Class 2, or Class 3 requirements of National Fire Protection Association (NFPA) 1994, Protective Ensembles for Chemical/Biological Terrorism Incidents; 2) protective ensembles for hazardous materials emergencies that are certified as compliant with NFPA 1991, Standard on Vapor Protective Ensembles for Hazardous Materials Emergencies, including the chemical and biological terrorism protection; 3) protective ensembles for search and rescue or search and recovery operations where there is no exposure to chemical or biological warfare or terrorism agents and where exposure to flame and heat is unlikely or nonexistent that are certified as compliant with NFPA 1951, Standard on Protective Ensemble for USAR Operations; and, 4) protective clothing from blood and body fluid pathogens for persons providing treatment to victims after decontamination that are certified as compliant with NFPA 1999, Standard on Protective Clothing for Emergency Medical Operations. For more information regarding these standards, please refer to the following web sites:

The National Fire Protection Association - <http://www.nfpa.org>

National Institute for Occupational Safety and Health - <http://www.cdc.gov/niosh>

2. Explosive Device Mitigation and Remediation - Equipment providing for the mitigation and remediation of explosive devices in a CBRNE environment:

- Bomb Search Protective Ensemble for Chemical/Biological Response
- Chemical/Biological Undergarment for Bomb Search Protective Ensemble
- Cooling Garments to manage heat stress
- Ballistic Threat Body Armor (not for riot suppression)
- Ballistic Threat Helmet (not for riot suppression)
- Blast and Ballistic Threat Eye Protection (not for riot suppression)
- Blast and Overpressure Threat Ear Protection (not for riot suppression)
- Fire Resistant Gloves
- Dearmer/Disrupter
- Real Time X-Ray Unit; Portable X-Ray Unit
- CBRNE Compatible Total Containment Vessel (TCV)
- CBRNE Upgrades for Existing TCV
- Robot; Robot Upgrades
- Fiber Optic Kit (inspection or viewing)
- Tents, standard or air inflatable for chem/bio protection

- Inspection mirrors
- Ion Track Explosive Detector

3. CBRNE Search and Rescue Equipment - Equipment providing a technical search and rescue capability for a CBRNE environment:

- Hydraulic tools; hydraulic power unit
- Listening devices; hearing protection
- Search cameras (including thermal and infrared imaging)
- Breaking devices (including spreaders, saws and hammers)
- Lifting devices (including air bag systems, hydraulic rams, jacks, ropes and block and tackle)
- Blocking and bracing materials
- Evacuation chairs (for evacuation of disabled personnel)
- Ventilation fans

4. Interoperable Communications Equipment - Equipment and systems providing connectivity and electrical interoperability between local and interagency organizations to coordinate CBRNE response operations:

- Land Mobile, Two-Way In-Suit Communications (secure, hands-free, fully duplex, optional), including air-to-ground capability (as required)
- Antenna systems
- Personnel Alert Safety System (PASS) - (location and physiological monitoring systems optional)
- Personnel Accountability Systems
- Individual/portable radios, software radios, portable repeaters, radio interconnect systems, satellite phones, batteries, chargers and battery conditioning systems
- Computer systems designated for use in an integrated system to assist with detection and communication efforts (must be linked with integrated software packages designed specifically for chemical and/or biological agent detection and communication purposes)
- Portable Meteorological Station (monitors temperature, wind speed, wind direction and barometric pressure at a minimum)
- Computer aided dispatch system
- Commercially available crisis management software
- Mobile Display Terminals

Note: In an effort to improve public safety interoperability, all new or upgraded radio systems and new radio equipment should be compatible with a suite of standards called ANSI/TIA/EIA-102 Phase I (Project 25). These standards have been developed to allow for backward compatibility with existing digital and analog systems and provide for interoperability in future systems. The FCC has chosen the Project 25 suite of standards for voice and low-moderate speed data interoperability in the new nationwide 700 MHz frequency band and the Integrated Wireless

Network (IWN) of the U.S. Justice and Treasury Departments has chosen the Project 25 suite of standards for their new radio equipment. In an effort to realize improved interoperability, all radios purchased under this grant should be APCO 25 compliant.

5. Detection Equipment - Equipment to sample, detect, identify, quantify, and monitor for chemical, biological, radiological/nuclear and explosive agents throughout designated areas or at specific points:

Chemical

- M-8 Detection Paper for chemical agent identification
- M-9 Detection Paper (roll) for chemical agent (military grade) detection
- M-256 Detection Kit for Chemical Agent (weapons grade—blister: CX/HD/L; blood: AC/CK; and nerve: GB/VX) detection
- M-256 Training Kit
- M-18 Series Chemical Agent Detector Kit for surface/vapor chemical agent analysis
- Hazard Categorizing (HAZCAT) Kits
- Photo-Ionization Detector (PID)
- Flame Ionization Detector (FID)
- Surface Acoustic Wave Detector
- Gas Chromatograph/Mass Spectrometer (GC/MS)
- Ion Mobility Spectrometry
- Stand-Off Chemical Detector
- M-272 Chemical Agent Water Test Kit
- Colorimetric Tube/Chip Kit specific for TICs and CBRNE applications
- Multi-gas Meter with minimum of O₂ and LEL
- Leak Detectors (soap solution, ammonium hydroxide, etc)
- pH Paper/pH Meter
- Waste Water Classifier Kit
- Oxidizing Paper
- Protective cases for sensitive detection equipment storage & transport

Biological

Point Detection Systems/Kits (Immunoassay or other technology)

Radiological/Nuclear

- Radiation detection equipment (electronic or other technology that detects alpha, beta, gamma, and high intensity gamma)
- Personal Dosimeter
- Scintillation Fluid (radiological) pre-packaged
- Radiation monitors

Explosive

- Canines (initial acquisition, initial operational capability only)

6. Decontamination Equipment - Equipment and material used to clean, remediate, remove or mitigate chemical and biological contamination:

Chemical

- Decontamination system for individual and mass application with environmental controls, water heating system, showers, lighting, and transportation (trailer)
- Decon Litters/roller systems
- Extraction Litters, rollable
- Runoff Containment Bladder(s), decontamination shower waste collection with intrinsically-safe evacuation pumps, hoses, connectors, scrub brushes, nozzles
- Spill Containment Devices
- Overpak Drums
- Non-Transparent Cadaver Bags (CDC standard)
- Hand Carts
- Waste water classification kits/strips

Biological

- HEPA (High Efficiency Particulate Air) Vacuum for dry decontamination

7. Physical Security Enhancement Equipment - Equipment to enhance the physical security of critical infrastructure.

Surveillance, Warning, Access/Intrusion Control

Ground

- Motion Detector Systems: Acoustic; Infrared; Seismic; Magnetometers
- Barriers: Fences; Jersey Walls
- Impact Resistant Doors and Gates
- Portal Systems; locking devices for access control
- Alarm Systems
- Video Assessment/Cameras: Standard, Low Light, IR, Automated Detection
- Personnel Identification: Visual; Electronic; Acoustic; Laser; Scanners; Cyphers/Codes
- X-Ray Units
- Magnetometers
- Vehicle Identification: Visual; Electronic; Acoustic; Laser; Radar

Waterfront

- Radar Systems
- Video Assessment System/Cameras: Standard, Low Light, IR, Automated Detection
- Diver/Swimmer Detection Systems; Sonar
- Impact Resistant Doors and Gates
- Portal Systems
- Hull Scanning Equipment
- Plus all those for Ground

Sensors – Agent/Explosives Detection

- Chemical: Active/Passive; Mobile/Fixed; Handheld
- Biological: Active/Passive; Mobile/Fixed; Handheld
- Radiological
- Nuclear
- Ground/Wall Penetrating Radar

Inspection/Detection Systems

- Vehicle & Cargo Inspection System – Gamma-ray
- Mobile Search & Inspection System – X-ray
- Non-Invasive Radiological/Chem/Bio/Explosives System – Pulsed Neutron Activation

Explosion Protection

- Blast/Shock/Impact Resistant Systems
- Protective Clothing
- Column and Surface Wraps; Breakage/Shatter Resistant Glass; Window Wraps
- Robotic Disarm/Disable Systems

8. Terrorism Incident Prevention Equipment (Terrorism Early Warning, Prevention, and Deterrence Equipment and Technologies) - Local public safety agencies will increasingly rely on the integration of emerging technologies and equipment to improve urban area capabilities to deter and prevent terrorist incidents. This includes, but is not limited to, equipment and associated components that enhance an urban area's ability to disseminate advanced warning information to prevent a terrorist incident or disrupt a terrorist's ability to carry out the event, including information sharing, threat recognition, and public/private sector collaboration.

- Data collection/information gathering software
- Data synthesis software
- Geographic Information System information technology and software

- Law enforcement surveillance equipment

9. CBRNE Logistical Support Equipment - Logistical support gear used to store and transport the equipment to the CBRNE incident site and handle it once onsite. This category also includes small support equipment including intrinsically safe (non-sparking) hand tools required to support a variety of tasks and to maintain equipment purchased under the grant as well as general support equipment intended to support the CBRNE incident response:

- Equipment trailers
- Weather-tight containers for equipment storage
- Software for equipment tracking and inventory
- Handheld computers for Emergency Response applications
- Small Hand tools
- Binoculars, head lamps, range finders and spotting scopes (not for weapons use)
- Small Generators to operate light sets, water pumps for decontamination sets
- Light sets for nighttime operations/security
- Electrical Current detectors
- Equipment harnesses, belts, and vests
- Isolation containers for suspected chemical/biological samples
- Bull horns
- Water pumps for decontamination systems
- Bar code scanner/reader for equipment inventory control
- Badging system equipment and supplies
- Cascade system for refilling SCBA oxygen bottles
- SCBA fit test equipment and software to conduct flow testing
- Testing Equipment for fully encapsulated suits
- Cooling/Heating/Ventilation Fans (personnel and decontamination tent use)
- HAZMAT Gear Bag/Box

10. CBRNE Incident Response Vehicles - This category includes special-purpose vehicles for the transport of CBRNE response equipment and personnel to the incident site. Licensing and registration fees are the responsibility of the jurisdiction and are not allowable under this grant. In addition, general purpose vehicles (squad cars, executive transportation, etc.), fire apparatus, and tactical/armored assault vehicles are not allowable. Allowable vehicles include:

- Mobile command post vehicles
- Hazardous materials (HazMat) response vehicles
- Bomb response vehicles
- Prime movers for equipment trailers
- 2-wheel personal transport vehicles for transporting fully suited bomb technicians, Level A/B suited technicians to the Hot Zone
- Multi-wheeled all terrain vehicles for transporting personnel and equipment to and from the Hot Zone

11. Medical Supplies and Pharmaceuticals - Medical supplies and pharmaceuticals required for response to a CBRNE incident. Grantees are responsible for replenishing items after shelf-life expiration date(s).

Medical Supplies

- Automatic Biphasic External Defibrillators and carry bags
- Equipment and supplies for establishing and maintaining a patient airway at the advanced life support level (to include OP and NG airways; ET tubes, styletes, blades, and handles; portable suction devices and catheters; and stethoscopes for monitoring breath sounds)
- Blood Pressure Cuffs
- IV Administration Sets (Macro and Micro) and Pressure Infusing Bags
- IV Catheters (14, 16, 18, 20, and 22 gauge)
- IV Catheters (Butterfly 22, 24 and 26 gauge)
- Manual Biphasic Defibrillators (defibrillator, pacemaker, 12 lead) and carry bags
- Eye Lense for Lavage or Continuous Medication
- Morgan Eye Shields
- Nasogastric Tubes
- Oxygen administration equipment and supplies (including bag valve masks; rebreather and non-rebreather masks, and nasal cannulas; oxygen cylinders, regulators, tubing, and manifold distribution systems; and pulse oximetry, Capnography & CO2 detection devices)
- Portable Ventilator
- Pulmonary Fit Tester
- Syringes (3cc and 10cc)
- 26 ga ½" needles (for syringes)
- 21 ga. 1 ½" needles (for syringes)
- Triage Tags and Tarps
- Sterile and Non-Sterile dressings, all forms and sizes
- Gauze, all sizes

Pharmaceuticals

- 2Pam Chloride
- Adenosine
- Albuterol Sulfate .083%
- Albuterol MDI
- Atropine 0.1 & 0.4 mg/ml
- Atropine Auto Injectors
- Benadryl
- CANA Auto Injectors
- Calcium Chloride
- Calcium Gluconate 10%
- Ciprofloxin PO

- Cyanide kits
- Dextrose
- Dopamine
- Doxycycline PO
- Epinephrine
- Glucagon
- Lasix
- Lidocaine
- Loperamide
- Magnesium Sulfate
- Methylprednisolone
- Narcan
- Nubain
- Nitroglycerin
- Normal Saline (500 and 1000 ml bags)
- Potassium Iodide
- Silver Sulfadiazine
- Sodium Bicarbonate
- Sterile Water
- Tetracaine
- Thiamine
- Valium

12. CBRNE Reference Materials - Reference materials designed to assist emergency first responders in preparing for and responding to a CBRNE incident. This includes but is not limited to the following:

- NFPA Guide to hazardous materials
- NIOSH Hazardous Materials Pocket Guide
- North American Emergency Response Guide
- Jane's Chem-Bio Handbook
- First Responder Job Aids

III. Allowable Training Costs

Funds from UASI Grant Program II grants may be used to enhance the capabilities of local emergency responders through the enhancement or development of an urban area homeland security training program, or delivery of existing ODP courses. Allowable training-related costs include: 1) development and/or establishment of CBRNE training courses, which should be institutionalized within existing training academies, universities or junior colleges. These courses must be consistent with ODP responder training guidelines and reviewed and approved by ODP; 2) backfill costs to replace responders who are attending ODP-approved courses; 3) overtime costs for responders who attend ODP-approved training courses, and 4) travel costs associated with planning or attending ODP-approved training.

The target audience for training supported through UASI Grant Program II grants must be emergency responders, emergency managers and public/elected officials within the following disciplines: firefighters, law enforcement, emergency management, emergency medical services, hazardous materials, public works, public health, health care, public safety communications, governmental administrative and private security guards. Grantees using these funds to develop their own courses should address the critical training areas and gaps identified in the urban area assessment or capability enhancement plan and must adhere to the ODP Emergency Responder Guidelines, which may be found at: http://www.ojp.usdoj.gov/odp/whatsnew/whats_new.htm.

IV. Allowable Exercise Costs

Funds from UASI Grant Program II grants may be used to plan for, design, develop, conduct, and evaluate exercises that train emergency responders and assess the readiness of urban areas to prevent and respond to a terrorist attack. Exercises must be threat and performance-based, in accordance with ODP's Homeland Security Exercise and Evaluation Program (HSEEP) manuals. These manuals will provide explicit direction on the design, conduct and evaluation of terrorism exercises. Exercises conducted with ODP support (grant funds or direct support) must be managed and executed in accordance with the HSEEP.

Allowable exercise-related costs include:

1. Exercise Planning Workshop - Grant funds may be used to plan and conduct an Exercise Planning Workshop to include costs related to planning, meeting space and other meeting costs, facilitation costs, materials and supplies, travel, and exercise plan development.

2. Full or Part-Time Staff or Contractors/Consultants - Full or part-time staff may be hired to support exercise-related activities. Payment of salaries and fringe benefits must be in accordance with the policies of the unit(s) of local government and have the approval of the awarding agency. The services of contractors/consultants may also be procured by the urban area in the design, development, conduct and evaluation of CBRNE exercises. The applicant's formal written procurement policy or the Federal Acquisition Regulations (FAR) must be followed.

3. Overtime - Payment of overtime expenses will be for work performed by award (SAA) or sub-award employees in excess of the established work week (usually 40 hours). Further, overtime payments are allowed only to the extent the payment for such services is in accordance with the policies of the unit(s) of local government and has the approval of the awarding agency. In no case is dual compensation allowable. That is, an employee of a unit of government may not receive compensation from their unit or agency of government AND from an award for a single period of time (e.g., 1:00 pm to 5:00 pm), even though such work may benefit

both activities. Fringe benefits on overtime hours are limited to FICA, Workman's Compensation and Unemployment Compensation

4. Travel - Travel costs (i.e., airfare, mileage, per diem, hotel, etc.) are allowable as expenses by employees who are on travel status for official business related to the planning and conduct of the exercise project(s). These costs must be in accordance with either the federal or an organizationally-approved travel policy.

5. Supplies - Supplies are items that are expended or consumed during the course of the planning and conduct of the exercise project(s) (e.g., copying paper, gloves, tape, and non-sterile masks).

6. Implementation of the HSEEP - Costs related to setting up and maintaining a system to track the completion and submission of After Action Reports (AAR) and the implementation of Corrective Action Plans (CAP) from exercises, which may include costs associated with meeting with local jurisdictions to define procedures. *(Note: ODP is developing a national information system for the scheduling of exercises and the tracking of AAR/CAPs to reduce the burden on the localities and to facilitate national assessments of preparedness.)*

7. Other Items - These costs include the rental of space/locations for exercise planning and conduct, exercise signs, badges, etc.

V. Management and Administrative Costs

Local governments may use up to 3% of the grant award to pay for activities associated with the implementation of the overall UASI Grant Program II, including: 1) hiring of full or part-time staff or contractors/consultants to assist with the collection of the assessment data; 2) travel expenses; 3) meeting-related expenses; 4) conducting local program implementation meetings; 5) hiring of full or part-time staff or contractors/consultants to assist with the implementation and administration of the assessment; and, 6) the acquisition of authorized office equipment. (Note: Authorized office equipment includes personal computers, laptop computers, printers, LCD projectors and other equipment or software which may be required to support implementation of the assessment. For a complete list of allowable meeting-related expenses, please review the OJP Office of the Comptroller (OC) Financial Guide at: <http://www.ojp.usdoj.gov/FinGuide>.) States MAY NOT use funds under this Program for administrative costs, but may use FY 2003 State Homeland Security Grant Program I and II funds to cover such costs.

VI. Operational Activities

Grantees and subgrantees may use up to 25% of the gross amount of their award to reimburse for operational expenses, including overtime costs for personnel and costs associated with increased security measures at critical infrastructure sites, incurred during the ORANGE threat alert level beginning on February 7, 2003 and

ending on February 27, 2003, beginning again on March 17, 2003 and ending on April 16, 2003, and beginning again on May 20, 2003 and ending on May 30, 2003. Reimbursement is available only for costs incurred during these time periods.

States and local governments should generally consider critical infrastructure to include any system or asset that if attacked would result in catastrophic loss of life and/or catastrophic economic loss. In addition, protection for the following specific types of facilities should also be considered:

- Public water systems serving large population centers
- Primary data storage and processing facilities, major stock exchanges and major banking centers
- Chemical facilities located in close proximity to large population centers
- Major power generation facilities that exceed 2000MW and if successfully attacked would disrupt the regional electric grid
- Hydroelectric facilities and dams that produce power in excess of 2000MW or could result in catastrophic loss of life if breached
- Nuclear Power plants
- Electric substations 500KV or larger, and substations 345KV or larger that are part of a critical system supporting populations in excess of one million people
- Rail and highway bridges over major waterways that, if destroyed, would cause catastrophic economic loss
- Major highway tunnels under waterways that if attacked would cause catastrophic loss of life or catastrophic economic impact
- Major natural gas transmission pipelines
- Natural Gas and liquid Natural Gas Storage (LNG) facilities
- Major petroleum handling facilities such as pipelines, ports, refineries and terminals
- Major mass transit subway systems and the supporting ventilation systems

Grants funds may also be used to share critical information such as 1) systems to disseminate and safeguard threat information, and 2) alert notification system

**Enclosure II: Extract from Office for Domestic Preparedness FY
2004 State Homeland Security Grant Program
Guidelines and Application Tool Kit**

**APPENDIX D from Office for Domestic Preparedness Homeland
Security Grant Program Guidelines and Application Tool Kit**

**Guidance for Requesting ODP Approval of Non-ODP Course Development and
Attendance**

1. State/local request for review of **Awareness and Performance Level Courses** should be made on letterhead to the DHS-ODP Preparedness Officer through the SAA. **Do not send course materials at this time.**

2. The **DHS-ODP Preparedness Officer** will forward the request to the ODP Training Division.

3. Upon receipt of the request, the **ODP Training Division** will respond as follows:

A. Send a letter of acknowledgment and conditional approval, accompanied by the following:

1. ODP Training Approval Template and instructions for use by requestor.

2. ODP Training Doctrine which includes the following (4) documents:
ODP Training Strategy
Emergency Responder Guidelines
Prevention Guidelines
Training Approval Guidelines

B. Notify the DHS-ODP Preparedness Officer that funding may be conditionally approved pending further review by the DHS-ODP, Center for Domestic Preparedness (CDP). The requesting jurisdiction may begin obligating funds at this time.

C. Ensure that the request has been entered in the ODP Training Approval Tracking System.

4. Upon receipt of the Template and Training Doctrine, the **Requestor or a designee** will follow the instructions to document a comparison between the objectives of the course in question and the ODP Training Doctrine, using the template provided. The Requestor will return the completed template and course materials to the ODP Training Division Designee within 30 days.

5. The **ODP, CDP** will execute a review of course materials based on the completed template and issue a report to the ODP Training Division.

6. Designee recommending approval or denial pending modification. The **CDP will conduct this review within 45 days** from receipt of the course materials and template. For performance level courses, the review period will be extended to 90 days if the ODP, CDP determines that a site visit is necessary to adequately assess the course.

7. Upon completion of CDP review and issuance of a recommendation memo, the **ODP Training Division** will initiate a final notification process that will include the DHS-ODP Preparedness Officer and the Requestor.