



REQUEST FOR QUALIFICATIONS (RFQ)

Professional Services for
PLUMAS COUNTY
in association with

INDIAN VALEY COMMUNITY SERVICES DISTRICT (IVCSD)

SCOPE OF RFQ

Plumas County Round Valley Reservoir
Climate Adaptation and Nature Based Solutions (NBS)
Project Scoping

QUESTIONS ADDENDUM

RFQ SUBMISSION DEADLINE:
APRIL 11, 2025

ISSUED BY:

Tracey Ferguson, AICP
Planning Director
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AVAILABLE AT:

<https://www.plumascounty.us/89/Planning-Department>
Planning Department
555 Main Street, Quincy, CA 95971

RFQ CLARIFICATION QUESTIONS

The County of Plumas Planning Department received the following questions for clarifications by email on or before March 21, 2025, at 5:00PM. The questions are numbered in the table below under the “Question” column with the corresponding answer in the “County’s Response” column.

Question	County's Response
1. Task 9. EHP/CEQA & Permitting. The deliverables ask to comply with NEPA and CEQA requirements through documenting possible effects of the preferred project, and to conduct an assessment of environmental review and other permitting requirements. Is Plumas County/IVCSD wanting the consultant to complete the NEPA/CEQA review process, i.e. draft an EA, ISMND, or whatever is identified as necessary for the preferred project? Or are you asking for a higher level review of the broad environmental impacts and more or less a checklist of regulatory and permitting requirements that will need to be met in order to implement the preferred project?	<p><i>The deliverables for Task 9, as stated in the RFQ include:</i></p> <ul style="list-style-type: none"><i>comply with NEPA and CEQA requirements through documenting possible environmental effects of the preferred project</i><i>assessment of environmental review and other permitting requirements at the local, state, and federal levels including a list of potential permits, approvals, registrations, authorizations, consultations, and notifications required for the preferred project</i><i>regulatory compliance management plan to establish the regulatory compliance roles and responsibilities and the strategy for permit compliance</i> <p><i>As part of project scoping, the County is looking for the consultant to provide a higher-level review of the NEPA environmental and historic preservation (EHP) analysis and a CEQA initial study checklist for the preferred mitigation alternative (bullet one above), in addition to the two other bulleted items.</i></p>
2. Has the funding for this project been distributed to the County or have you had any concerns about the allocation of these funds with the administration changes?	<p><i>The funding has not been distributed to the County. The funding amount is memorialized through FEMA and Cal OES award letters and executed Cal OES and County grant assurances and agreements. Funding is provided to the County through invoicing Cal OES on a reimbursement basis. No concerns.</i></p>

Question	County's Response
3. We'd like to confirm the approximate level of design this this project is expected to address: pre-feasibility, feasibility, higher?	<p><i>Task 6 describes development of a conceptual level design of the selected alternative, to include (scoping and feasibility):</i></p> <ul style="list-style-type: none"> • <i>Identify project requirements</i> • <i>Delineate subcatchment areas</i> • <i>Outline proposed project geographic footprint</i> • <i>Outline limits of disturbance</i> • <i>Identify construction staging locations</i> • <i>Identify access routes to the project site</i>
4. Is it anticipated that Task 5 Evaluate Existing Conditions will include performing site reconnaissance and/or site investigation activities?	<p><i>Scoping level table top and non-soil-disturbing field work activities are anticipated.</i></p>
5. Task 6 Alternatives Analysis text includes: "Multiple scenarios will be investigated and could have an impact on the continued operation of the Reservoir. Supplementary tests and studies will be conducted and will include non-soil-disturbing activities which include..." and five items are listed. Is it anticipated that this task will involve performing field geologic or geotechnical studies to evaluate these five separate items?	<p><i>Scoping level table top and non-soil-disturbing field work activities are anticipated.</i></p>
6. Request for Information: Copy of BRIC application	<p><i>See Attachment I to this Addendum.</i></p>

Question	County's Response
7. Request for Information: Copy of award letters, application approval letters, or other correspondences from CalOES and FEMA regarding this project.	<p><i>See Attachment 2 to this Addendum.</i></p>
8. Task 9 includes "comply with NEPA and CEQA requirements through documenting possible environmental effects of the preferred project." Is it anticipated that this subtask is related to the associated with the development of a regulatory compliance plan and development of a strategy for future CEQA and NEPA compliance once a more detailed design is completed for the preferred project?	<p><i>The deliverables for Task 9, as stated in the RFQ include:</i></p> <ul style="list-style-type: none"><i>comply with NEPA and CEQA requirements through documenting possible environmental effects of the preferred project</i><i>assessment of environmental review and other permitting requirements at the local, state, and federal levels including a list of potential permits, approvals, registrations, authorizations, consultations, and notifications required for the preferred project</i><i>regulatory compliance management plan to establish the regulatory compliance roles and responsibilities and the strategy for permit compliance</i> <p><i>As part of project scoping, the County is looking for the consultant to provide a higher-level review of the NEPA environmental and historic preservation (EHP) analysis and a CEQA initial study checklist for the preferred mitigation alternative (bullet one above), in addition to the two other bulleted items.</i></p>

Question	County's Response
9. What is a qualified alternatives analysis specialist and a qualified Risk and Vulnerability Specialist? And do they need to be certified in California?	<i>A qualified alternatives analysis specialist is generally someone who possess skillsets to research data and compare and evaluate potential alternatives, weighing cost benefit and other relevant factors. A qualified risk and vulnerability specialist is generally someone who possesses skillsets to identify, analyze, and interpret risk data to recognize and address vulnerabilities and make associated recommendations. They do not need to be certified in any state. Their title may be something other than alternatives analysis specialist and risk and vulnerability specialist.</i>
10. Do they qualified geotechnical and civil engineers need to be licensed in California?	Yes.
11. What does “can extracted pages” mean in this sentence: Include 3 to 5 examples (can extracted pages) of current relevant work samples demonstrating the respondent’s experience in carrying out the services requested. Do the extracted pages count towards the 10 page maximum?	<i>In providing current relevant work samples demonstrating qualifications and experience, the respondent need not include the entire work sample, that is, only relevant ‘extracted pages’ from the work sample is sufficient. For example, if a work sample is 200 pages, and only 20 of those pages are relevant to the direct relevant work experience, only those relevant pages can be provided.</i>
12. Would you like to see project descriptions as part of the Client Reference projects, or just the client reference information?	<i>Project names of similar services provided can be included along with the requested client reference information requested in Section 4.E. A project description is not necessary in the client references section.</i>
13. Is there a page limit to the narrative discussing the team organization and management and the list of personnel?	<i>No page limit for the staffing narrative discussing team organization and management and the list of personnel.</i>

Question	County's Response
14. Is there a page size limit for the budget?	<i>Can be letter, legal, or ledger.</i>
15. Would it be possible to review the original FEMA BRIC planning grant application for additional context? If so, what is the process for requesting access?	<i>See Attachment 1 to this Addendum.</i>
16. Have any prior site assessments, soil or vegetation surveys been done in the contributing area to the lake or the downstream channel?	<i>No.</i>
17. What data was collected as part of the sedimentation survey to define annual rates of storage loss through sedimentation (Attachment 2), and will it be available?	<i>Attachment 2 to the RFQ is to illustrate the Round Valley Reservoir Flow watersheds and stream and river flow directions from publicly available data sourced by the National Hydrography Dataset (NHD). See data sources for more information. No new data has been collected or is shown in Attachment 2 to the RFQ.</i>
18. Is there any existing information on soil erosion rates in the watershed, as well as sediment loading to the reservoir from debris flows and landslides?	<i>No information in IVCSD records. Unknown at this time if other landowners in the vicinity, e.g., US Forest Services, have any information. During project scoping and consultation with stakeholders, information may be made available.</i>
19. Is there data on suspended sediment concentrations and flow rates in the tributaries, within the reservoir, and at its outlet?	<i>No information in IVCSD records. Unknown at this time if other landowners in the vicinity, e.g., US Forest Service, have any information. During project scoping and consultation with stakeholders, information may be made available.</i>
20. Have any feasibility studies or environmental reviews been conducted that could help inform the consultant's approach?	<i>Unknown at this time and during project scoping and consultation with stakeholders, information may be made available.</i>

Question	County's Response
21. Has LiDAR or other detailed elevation data been collected in the area?	<p><i>Open data sources, include, for example:</i></p> <p>https://wildfiretaskforce.org/lidar-data-collection-for-northern-california-and-sierra-nevada/</p> <p><i>U.S. Geological Survey 3D Elevation Program (3DEP)</i></p> <p>https://portal.opentopography.org/datasets</p> <p><i>OpenTopography</i></p>
22. Are there any existing models of the reservoir and watershed, and will they be available for use?	<p><i>Unknown at this time and during project scoping and consultation with stakeholders, information may be made available.</i></p>
23. What portion of the Round Valley Reservoir catchment has been affected by wildfire in recent years?	<p><i>The Lower Wolf Creek Watershed burned in the 2021 Dixie Fire at varying fire intensities, including very high, high, moderate, and also some areas were left 'green.' In preparation of the RFQ response, suggest looking at Google maps aerial imagery, for example, which will generally illustrate the fire-affected burned areas surrounding Round Valley Reservoir.</i></p>
24. What are the current uses of the non-potable water supplied by Round Valley Reservoir?	<p><i>Round Valley Reservoir is not currently being utilized for potable or non-potable water supply due to the impacts from the 2021 Dixie Fire to the conveyance infrastructure being destroyed in the wildfire, thereby rendering the water supply inoperable. IVCS is currently supplying potable and non-potable water to the District customer based on groundwater supplies.</i></p>
25. How is water currently conveyed from the reservoir for use?	<p><i>Round Valley Reservoir is not currently being utilized for portable or non-potable due to impacts of the 2021 Dixie Fire to the infrastructure being destroyed, thereby inoperable. However, pre-Dixie Fire, the water was conveyed from the reservoir to a surface water treatment plant via a raw water line.</i></p>

Question	County's Response
26. Does the dam have controllable release structures such as gates or valves?	<i>Yes, both.</i>
27. What range of flows is typically seen downstream of the reservoir?	<i>IVCSD will make available the range of flows downstream from the Reservoir based on information from the watermaster and/or California DWR.</i>
28. The RFQ notes that stakeholder engagement will be led internally by the County. Do you anticipate needing any consultant support for this task?	<i>County staff, in collaboration with IVCSD, will conduct stakeholder meetings. There is no budget allocated for direct consultant involvement and attendance at the stakeholder meetings. With that said, it is anticipated that work product and deliverables from other consultant-lead tasks will be utilized in communicating project information during the stakeholder meetings.</i>
29. What key community stakeholders should we consider in this process? Are there any groups we should be particularly mindful of when developing approaches to nature-based solutions?	<i>See listing of stakeholder entities in Task 7, for example.</i>
30. Given the short turnaround time and the fact that the RFQ did not receive responses previously, would the County be open to extending the April 11th deadline by two weeks?	<i>No. Time is of the essence. The re-publication of this RFQ has reduced the overall grant schedule by four months.</i>
31. Are all potential hazards to be used in analysis and prioritization of existing conditions and potential mitigation efforts? For example, is a seismic risk analysis also expected along with climate and fire hazards?	<i>Potential hazards include risks to landslide/debris flow/flooding/erosion, drought/climate change, wildfires and “other natural hazards” could include seismic. For information, the County is currently going through a Multi-Jurisdictional Local Hazard Mitigation Plan Update, including IVCSD as a participating special district, which will be a parallel project to this scoping project that may provide identification of Reservoir vulnerabilities during the risk assessment process, including impacts due to a seismic event.</i>

Question	County's Response
32. Regarding Task 5 - There is mention of considering future land use impacts (pervious/impervious landcover) that may affect the lower Wolf Creek sub-watershed. Would evaluation of existing assets include water infrastructure downstream of the Round Valley Reservoir (e.g., water conveyance pipeline down to and serving Greenville and Indian Valley) that is susceptible to these land use changes?	Yes.
33. In reference to Task 8 item b, are there historic records of reservoir storage volume from which to compare storage loss? With the schedule duration for Task 6 & 8 spanning only one water year, only one survey could be effectively conducted from which annual rate of storage loss cannot be determined without past data or future data collection.	<i>IVCSD will make reports available that have been historically submitted to California DWR, Division of Safety of Dams.</i>
34. In reference to Task 8 item c, is this requesting a separate assessment of the reservoir spillway flood conveyance capacity and identification of vulnerabilities (in part associated with changing climate and runoff) or just water use conveyance infrastructure?	<i>Generally limited to water use conveyance infrastructure, although during project scoping and alternatives development, assessment of the reservoir spillway flood conveyance capacity and identification of vulnerabilities may be included. For information, the County is currently going through a Multi-Jurisdictional Local Hazard Mitigation Plan Update, including IVCSD as a participating special district, which will be a parallel project to this scoping project that may provide identification of Reservoir vulnerabilities during the risk assessment process.</i>
35. If the proposed budgets for Tasks 5 and 6 are insufficient to accomplish the SOW in the manner described in the RFQ, could a narrower scope or reduced deliverables be proposed? Would that be acceptable to FEMA and/or Cal OES?	<i>Unknown at this time.</i>
36. Also, with respect to Task 5, what prior related work has been completed in the project area and is it available for review?	<i>Unknown at this time and during project scoping and consultation with stakeholders, information may be made available.</i>

Question	County's Response
37. For the Task 6 deliverable, is it possible to identify more specifically the “supplementary test and studies” that will be required?	<p><i>Supplementary tests and studies will include non-soil-disturbing activities, as follows:</i></p> <ul style="list-style-type: none"> <i>a. Studying the effect of sediment loading on the Reservoir banks</i> <i>b. Accounting for effects of vegetation replanting</i> <i>c. Calibration of soil stabilization</i> <i>d. Application of numerical models</i> <i>e. Evaluation of existing natural and man-made Reservoir bank changes</i>
38. The budget for Task 9 – Environmental and Historical Preservation CEQA & Permitting appears to be inadequate to evaluate multiple scenarios (as required in Task 6). Is there an opportunity to adjust the Task 9 budget to reflect the number of alternative scenarios, or, conversely, to narrow the scope of the scenarios to fit the available budget?	<p><i>The Task 9 budget cannot be adjusted. The NEPA EHP and CEQA analysis will be conducted for the preferred mitigation alternative only.</i></p>
39. Due to Task 8 budget constraints, the assessment of feasible alternatives may need to be more focused. What are the priorities and objectives for the conveyance assessment in Task 8? What are the key areas that need to be addressed?	<p><i>The preliminary conveyance assessment to evaluate the Reservoir's conveyance capacity and identify any areas of improvement includes reviewing potential alternative uses of the water source, conveyance feasibility, and associated needs, for example, of the catchment area, outlet capacity, size of the raw water line, location and route(s) of conveyance infrastructure.</i></p>
40. The budget for project management is insufficient for a 2-year project, can it be increased?	<p><i>No, the grant budget is fixed and cannot be increased.</i></p>

ATTACHMENT 1 – BRIC GRANT APPLICATION

Subapplicant information

Name of federal agency	FEMA
Type of submission	Application

COUNTY OF PLUMAS

520 MAIN ST RM 203
QUINCY, CA 95971 United States

State	DUNS #	EIN #
CA	010997419	946000528

Subapplicant type	Local Government
Is the subapplicant subject to review by Executive Order 12372 Process?	Yes-This Pre-application/application was made available to the Executive Order 12372 Process for review on.
Enter date	2022-12-02
Is the subapplicant delinquent on any federal debt?	No

Contact information

Subrecipient Authorized Representative (SAR)

Tracey Ferguson	Primary phone 5302836214 Work traceyferguson@countyo	Mailing address
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Point(s) of contact

Tracey Ferguson Planning Director traceyferguson@countyofquincy.org	Primary phone 5302836214 Work	Additional phones 5303940778 Mobile	Mailing address 555 Main Street Quincy CA 95971
Fax			

Community

Please provide the following information. If the Congressional district number for your community does not display correctly, please contact your State NFIP coordinator.

Add Communities

Please find the community(ies) that will benefit from this mitigation activity by clicking on the Find communities button. If needed, modify the Congressional District number for each community by entering the updated number under the U.S. Congressional District column for that community. When finished, click the Continue button. NOTE: You should also notify your State NFIP coordinator so that the updated U.S. Congressional District number can be updated in the Community Information System (CIS) database.

Community name	County code	CID number	CRS community	CRS rating	U.S. Congressional District
PLUMAS COUNTY *	063	060244	N		1,2

Please provide any additional comments below (optional).

The benefitting population of the Plumas County Round Valley Reservoir Climate Adaptation and Nature-Based Solutions (NBS) Project Scoping is the Indian Valley Community Services District (IVCSD) that serves the Economically Disadvantaged Rural Communities (EDRC) of Greenville, Crescent Mills, and Taylorsville (Community-Attachment 1.A – Benefitting Area v1). The area between the Round Valley Reservoir and Greenville is classified as “severely disadvantaged” according 2016 census tract data (Community-Attachment 1.B - LHMP Excerpt v1 – pg 4-30). The Center for Disease Control (CDC) Social Vulnerability Index (SVI) ranks census tracts relative to one another, scoring social

vulnerability based on 15 socioeconomic variables derived from the 2020 U.S. Census data. Round Valley Reservoir and Greenville reside in census tract 06063000400 which has an SVI score of 0.6708 and indicates a medium to high level of vulnerability (Community-Attachment 1.C – SVI v1). The Town of Greenville, located within the project study area is an Economically Disadvantaged and Rural Community (EDRC) having a population of 1,026, with a per capita income of \$29,490, well below the national average of \$62,200 and below state average of \$41,276 (see SOW-Attachment 3.E - EDRC Indian Valley CSD Map v1). The median household income in Plumas County is \$16,042 lower than that in the State of California. Of the communities in Plumas County, Greenville maintains the highest annual unemployment rates, lowest levels of health insurance coverage, and the second lowest median household income. Greenville is also classified as a severe disadvantaged community based on median household income (Community-Attachment 1.D - IWRM – DAC v1). The study area of the scoping application lies within the Lower Wolf Creek Sub-watershed, where the Round Valley Reservoir resides (Community-Attachment 1.E – Study Area Location v1).

Attachments

Filename	Date uploaded	Uploaded by	Label	Description	Action
<u>Community-Attachment 1.B - LHMP Excerpt v1.pdf</u>	12/01/2022	seth.magden@arcadis.com	Community Attachments	Excerpt from Local Hazard Mitigation Plan (LHMP) demonstrating project alignment with LHMP	
<u>Community-Attachment 1.C - SVI v1.pdf</u>	12/01/2022	seth.magden@arcadis.com	Community Attachments	Map illustrating social vulnerability	

Filename	Date uploaded	Uploaded by	Label	Description	Action
				within the scoping activity area	
<u>Community-Attachment 1.A - Benefitting Area v1.pdf</u>	12/16/2022	seth.magden@arcadis.com	Community Attachments	Map illustrating the economically disadvantaged rural communities geographic area that will benefit the scoping activity area	
<u>SOW-Attachment 3.E - EDRC Indian Valley CSD Map v1.pdf</u>	12/16/2022	seth.magden@arcadis.com	Community Attachments	Map illustrating economically disadvantaged rural community designation in scoping activity location	
<u>Community-Attachment 1.D - IWRM - DAC v1.pdf</u>	12/16/2022	seth.magden@arcadis.com	Community Attachments	Community description from Sierra Institute regarding Integrated Watershed Resource Management and showing disadvantaged communities	
<u>Community-Attachment 1.E - Study Area Location v2.pdf</u>	12/16/2022	seth.magden@arcadis.com	Community Attachments	Study area location of scoping activity.	

Mitigation plan

Please provide your plan information below.

Is the entity that will benefit from the proposed activity covered by the current FEMA approved multi-hazard mitigation plan in compliance with 44 CFR Part 201?

Yes

Please provide plan detail

Plan name	Plan type	Plan approval date
Plumas County 2020 LHMP	Local Multi-Hazard Mitigation Plan	06/23/2021

Proposed activity description

The proposed Scoping Activity is for planning and scoping to mitigate public infrastructure failure, drought, and landslide and debris flow. These three hazard sources are further compounded by climate change. The Round Valley Reservoir is a three-part public infrastructure water system that supports potable and non-potable supply for communities in the Indian Valley Community Services District. First, the surrounding watershed serves as the natural water catchment system, that channels both rainfall and snowmelt runoff from surrounding terrain of mountains and hills into the Reservoir. Second, the Reservoir itself then serves as the water storage or holding tank. Third, the conveyance and outlet systems (piping, valves, etc.) then provide the distribution or supply component of the public infrastructure for communities in the Indian Valley. The planning and Scoping Activity will assess the risks and vulnerabilities of public infrastructure failure, drought, and landslide and debris flow on the water supply system. The water supply system is further compromised by the impacts of the 2021 Dixie Fire having destabilized the surrounding water catchment system (i.e., Lower Wolf Creek Sub-watershed) which is within the burn scar. The proposed activity will mitigate infrastructure failure at the Round Valley Reservoir to protect the people, property, and critical infrastructure within the Lower Wolf Creek Sub-watershed and EDRCs. This project scoping application aligns with the Plumas County Local Hazard Mitigation Plan Update, adopted by the Board of Supervisors (Res. No 21-8596) on June 15, 2021 and approved by FEMA on 06-23-2021 (Mitigation Plan-Attachment 2.A - FEMA Letter for Hazard Mitigation Plan Approval v1). The Local Hazard Mitigation Plan outlines a mitigation strategy, comprised of goals and objectives, for reducing Plumas County's risk and vulnerability and details specific action items to meet these goals. This scoping project directly aligns with Action 18: Water Supply Infrastructure Improvements (Mitigation Plan-Attachment 2.B - LHMP Excerpt v1). Action 18 addresses the hazards of climate change, drought, and water shortage. Additionally, Action 18 addresses the following goals: Goal #1: Minimize loss of life and injuries and protect property and the environment from natural hazards. Goal #2: Reduce losses and provide protection for critical facilities, infrastructure, and services from hazard

impacts. Goal #3: Minimize the loss of agricultural and natural resource productivity (foundation of rural economy) from natural hazards. Goal #4: Increase community awareness, education, preparedness, and self-reliance to natural hazards. Goal #5: Increase communities' ability to mitigate hazards and be prepared for, respond to, and recover from a disaster event in Plumas County. Goal #6: Minimize life safety issues, property loss, environmental damages, and economic impacts associated with wildfires, the #1 natural hazard of concern in Plumas County. Goal #7: Minimize the effects of climate change on natural hazards in Plumas County. The project scoping BRIC funding will support Plumas County in a dedicated planning process to conduct a site analysis, develop project alternatives, and complete engineering designs to ultimately prepare a full project implementation grant application for a target resilience project in Plumas County. The implementation of this target project will increase resilience of public infrastructure against current and future risks to the Reservoir, and thereby enhancing water supply resilience of communities in Indian Valley.

Please provide any additional comments below (optional).

This project scoping application directly aligns with the Plumas County Local Hazard Mitigation Plan, specifically Action 18 which addresses Water Supply Infrastructure Improvements (SOW-Attachment 3.F - LHMP Excerpt v1).

Attachments

Filename	Date uploaded	Uploaded by	Label	Description	Action
<u>Mitigation Plan-Attachment 2.A - FEMA Letter for Hazard Mitigation Plan Approval v1.pdf</u>	11/30/2022	seth.magden@arcadis.com	Mitigation Plan Attachments	FEMA approval letter of Local Hazard Mitigation Plan	
<u>Mitigation Plan-Attachment 2.C - LHMP (compressed) v1.pdf</u>	11/30/2022	seth.magden@arcadis.com	Mitigation Plan Attachments	Copy of Local Hazard Mitigation Plan	
<u>Mitigation Plan-Attachment 2.B - LHMP Excerpt v1.pdf</u>	11/30/2022	seth.magden@arcadis.com	Mitigation Plan Attachments	Excerpt from Local Hazard Mitigation Plan (LHMP) demonstrating project	

Filename	Date uploaded	Uploaded by	Label	Description	Action
				alignment with LHMP	

Scope of work

The project Scope of Work (SOW) identifies the eligible activity, describes what will be accomplished and explains how the mitigation activity will be implemented. The mitigation activity must be described in sufficient detail to verify the cost estimate. All activities for which funding is requested must be identified in the SOW prior to the close of the application period. FEMA has different requirements for project, planning and management cost SOWs.

Subapplication title (include type of activity and location)

BRIC2022: Plumas County Round Valley Reservoir Climate Adaptation and NBS Project Scoping

Activities

Primary activity type

Develop or conduct engineering, environmental, feasibility and/or benefit cost analyses

Secondary activity type (Optional)

Evaluate facilities to identify mitigation actions

Tertiary activity type (Optional)

Activities supporting development of applications

Geographic areas description

The Scoping Activity will be centered around the three-part public infrastructure water supply system of the Round Valley Reservoir (Reservoir), which is located within the Upper Feather River Watershed which drains 3,200 square miles of land area within four (4) counties, including Plumas, Butte, Sierra, and Lassen. The Upper Feather River Watershed supplies approximately 3.2 million acre-feet per year for downstream water users. The watershed population (33,000) includes those residing in Greenville and Indian Valley (SOW-Attachment 3.C - Upper Feather River Watershed v1). The latitude and longitude of the Reservoir are 40.109501, -120.958773, respectively. The Reservoir is further located

within the Wolf Creek Watershed (HUC 1802012205), 46,024 acres in size, and the Lower Wolf Creek Sub-watershed (HUC 180201220502) (25,748 acres) in Plumas County, located in northern California (SOW-Attachment 3.A - Study Area Location v1). Within Plumas County, the Reservoir and associated dam are situated on the north-west side of the Indian Valley region, approximately two miles south of the unincorporated Town of Greenville. The Reservoir is located on a steep hillside in the Crescent Mills USGS quadrangle (40120A8) and has a length of 2.8 miles. The altitude of the Reservoir is 4,469 feet (1,362 meters) SOW-Attachment 3.B - Reclamation Managing Water in the West v1). The primary drainage flowing into the Reservoir is Bellas Creek, while the North Canyon Creek flows downstream from the Reservoir, through the dam outlet, and to its terminus, Wolf Creek, in Greenville proper. The Lower Wolf Creek Sub-watershed is entirely within Plumas County and was identified by the Plumas National Forest as a priority watershed for restoration (SOW-Attachment 3.D - UFRIRWMP v1). The Reservoir has 4,075 acre-feet of capacity and is approximately 425 acres in size. It is operated by the Indian Valley Community Services District (IVCSD). The Community Services Districts (CSD) exists under California law governing special districts (Government Code, Sec 61000 et seq), as such, IVCSD is an independent special district, not affiliated with Plumas County local government, that provides services such as water delivery, wastewater treatment, and fire protection to the communities of Indian Valley, which include Greenville, Crescent Mills, Taylorsville. The Reservoir serves to support water security and a source of potable and non-potable supply for Greenville and non-potable water supply for all communities in the IVCSD service area, as well as a source of redundancy in water security. The Reservoir's water conveyance system contains approximately 700 direct service connections to Greenville customers, while the total population served by the Reservoir (including non-potable water) is approximately 1,355 people (SOW-Attachment 3.E - EDRC Indian Valley CSD Map v1). The area between the Round Valley Reservoir and Greenville is classified as "severely

disadvantaged" according to 2016 census tract data (SOW-Attachment 3.F - LHMP Excerpt v1). The Center for Disease Control (CDC) Social Vulnerability Index (SVI) ranks census tracts relative to one another, scoring social vulnerability based on 15 socioeconomic variables derived from the 2020 U.S. Census data. Round Valley Reservoir and Greenville reside in census tract 06063000400 which has an SVI score of 0.6708 and indicates a medium to high level of vulnerability (SOW-Attachment 3.G - SVI v1). Further, the same census track is identified as disadvantaged by the Justice40 Initiative which centers on environmental, racial, and economic justice for communities of color systematically affected by poverty, pollution, under-investment, and other inequities (SOW-Attachment 3.H - Justice40 v1). Public infrastructure failure can occur due to wildfires. Water scarcity is directly tied to the effects of drought and climate change. Other significant factors contributing to water scarcity include landslides and debris flow which reduce the capacity that water sources, such as the Reservoir, can hold. Sedimentation and erosion results from wildfires due to the loss of vegetation and ground cover which can increase surface runoff, landslides, and debris flows in burned areas. Proposed activities may include Disaster Recovery Reform Act (DRRA), Section 1205 additional activities, such as 4) placing logs and other erosion barriers to catch sediment on hill slopes (SOW-Attachment 3.H.a DRRA Section 1205 v1). Flood risks to the area, as determined by FEMA are shown in SOW-Attachment 3.M - FEMA Flood Map (FIRM) v1. Much of the IVCSD benefiting area lies within the 100- and 500-year floodplains, which are determined by FEMA to be high-risk areas. The Round Valley Reservoir environs and the Wolf Creek Watershed, including the Lower Wolf Creek Sub-watershed, were impacted by the Dixie Fire in August 2021 with 87% of the Watershed burned or 40,021 acres burned of the total 46,024 acres (SOW-Attachment 3.I - BAER v1). Nearly half (49.1%) of the Watershed burned at a Moderate Soil Burn Severity (SBS). Moderate SBS indicates nearly all soil cover of vegetative litter and fine fuels was consumed or converted to ash. Because soil cover is significantly reduced, accelerated water

runoff is expected. Charring of the mineral soil occurs in Moderate SBS as well as shallow root burning. 3.1% burned at High SBS and 30.3% burned at Low SBS.

Community lifelines

Primary community lifeline

Food, water, shelter

Primary sub-community lifeline

Water

Secondary community lifeline (optional)

Not applicable

Secondary sub-community lifeline

Tertiary community lifeline (optional)

Hazard sources

Primary hazard source

Infrastructure failure

Secondary hazard source (optional)

Drought

Tertiary hazard source (optional)

Landslide/Debris flow

How will the mitigation activity be implemented?

The Scoping Activity is supported by a partnership with the State of California. The non-Federal cost share for this project will be provided by the Prepare California Match program administered by the California Governor's Office of Emergency Services and authorized by state legislation focused on ensuring mitigation funding is available to socially disadvantaged communities with high risk from natural hazards. The County proposes implementing the Scoping Activity in accordance with FEMA guidelines on scoping activities. As part of the scoping activities, the project team will develop and submit a BRIC project application in a subsequent funding cycle. Additionally, the project team will assess environmental review and other permitting

requirements at the local, state, and federal levels and prepare a regulatory compliance management plan to establish the regulatory compliance roles and responsibilities and the strategy for permit compliance. An extensive list of potential permits, approvals, registrations, authorizations, consultations, and notifications required for the project will be identified and will be continuously refined as the project design progresses. There are dedicated, knowledgeable, and tenured technical and managerial staff dedicated to the success of this project's scoping activities. Ample resources, including budget controls, quality controls, and grant management controls, will be dedicated to this project. Staffing resources will be both in-house and from contracted consultants. Community engagement and partnerships with other County agencies and utilities have been built over time. Deep connections with the community and partners will ensure all issues or potential risks are addressed ahead of time and that all scoping project benefits are realized. The project's progress will be evaluated against the schedule and budget to ensure the project is completed on time and within budget. Community engagement and outreach will be a critical component of the scoping activities. The County will share information about the project with the public and other stakeholders and solicit input on the design as it is developed further. The engagement will ensure an equitable and inclusive decision-making process and build partnerships that can help carry the selected project through future design and, finally, implementation. Once the scoping activities are complete, the project team will perform all necessary grant and project closeout procedures. In collaboration, the Plumas County Board of Supervisors and the Plumas County Planning and Public Works departments will work with relevant stakeholders, including private landowners, IVCSD, regional organizations, state and federal public agencies including Plumas National Forest, and others over the course of 36 months in partnership with a procured consultant(s) to develop the Round Valley Reservoir Climate Adaptation and NBS Project Scoping. Technical expertise will be procured to support the development of project

scoping tasks 5-9 (evaluate existing conditions, alternatives analysis, community engagement and outreach, feasibility assessment, and engineering designs). Engaging stakeholders in the project process will contribute valuable quantitative and qualitative data inputs. All contractors will be procured in accordance with Title 2 of the Code (CRF) of Federal Regulations, Part 200. The most stringent will apply. In 1985, 21 agencies and other members formed the Feather River Coordinated Resource Management Group, now known as the Upper Feather River Integrated Regional Water Management Group, to address emerging regional water resource issues (SOW- Attachment 3.J - Upper Feather River Watershed_Partnerships v1 – slides 3-5). Plumas County and IVCSD will leverage this group and other partners to ensure the Scoping Activity is developed as intended. A Plumas County project manager will oversee the project from grant award to closeout. The County project manager will ensure that project milestones and deliverables are met on schedule and within budget. The County project manager and the consultant project manager will have regularly scheduled touchpoints to ensure that all grant requirements are being met and that any challenges that may arise over the course of the project are managed. Documentation such as payroll, budget spent, compliance with Davis-Bacon wage rates will be monitored by the County project manager in coordination with the consultant project manager. State and Federal fair labor standards will be implemented and enforced, in addition to local Plumas County labor requirements pursuant to the County of Plumas Purchasing Policy, as adopted by the Board of Supervisors. Such labor requirements include Prohibition Against Project Labor Agreements. Section 2.8 of the County Purchasing Policy reads “Except and unless as otherwise authorized by State or Federal law as a contracting or procurement obligation or as a condition of the receipt of State or Federal funds, the County shall not require a contractor on a County public project to execute or otherwise become a party to a project labor agreement as a condition of biddings, negotiating, award or performance of the public project.” The County,

with support from the selected consultant(s), will leverage existing relationships with County, regional, state, and federal stakeholders for engagement. Stakeholders will be involved in the project process by contributing data and input. All vendors involved in this scoping project will be procured in line with 2 CFR 200 along with State and Local regulations. The most stringent will apply.

What is the scope of work of the proposal? Will it result in a complete project application for future funding opportunities?

Plumas County is seeking BRIC funding to advance comprehensive planning, technical analyses, and stakeholder engagement to address the primary hazard source of infrastructure failure, and secondary and tertiary sources of landslide/debris flow and drought respectively which threaten the Round Valley Reservoir. The Scoping Activity will identify several alternative mitigation measures, with the selection of a preferred mitigation alternative to protect against infrastructure failure of the Reservoir including its water supply and conveyance infrastructure. Further, this Scoping Activity will mitigate drought by assessing activities that increase reservoir capacity, improve bank stabilization, and reduce sedimentation. The proposed Scoping Activity will result the selection and conceptual design of the preferred mitigation intervention. The County's scoping project advances the identification and planning elements of a chosen mitigation project alternative by evaluating the following key components:

- Climate Resiliency
- Considerations of future conditions
- Existing site conditions
- Geotechnical Investigations
- Stakeholder Engagement and partnership building

The Round Valley Reservoir Climate Adaptation and NBS Project Scoping Activity will engage in the following tasks and subtasks, described in the Budget Narrative. It should be noted that no ground-breaking geotechnical activities will occur during these planning and scoping activities. This project will rely on visual site visits and desktop calculations and analyses.

- 1) Pre-Award
- 2) Project Management
- Project Execution Oversight
- Interagency Coordination and Partnerships
- Management Reporting
- 3) Grant Management
- Quarterly Reporting
- Requests for Reimbursement
- Deliverable

Packaging and Grant Closeout 4) Go/No-Go

Milestone #1: Procurement • RFP Development • Bid Process • Award and Selection 5) Evaluate Existing Conditions • Project Site Analysis • Develop Critical Asset Inventory • Conduct Vulnerability Assessment • Collect Future Conditions Data • Identify the preferred level of protection 6) Alternatives Analysis • Develop Mitigation Action Selection Rubric • Vulnerability Site Evaluation • Site Prioritization and Selection • Identify Alternatives for Priority Project and develop conceptual designs 7) Community Engagement and Outreach • Stakeholder Management and Engagement 8) Feasibility Assessment • High-Level Landslide/Debris Flow Analysis • Sedimentation Survey • Preliminary Conveyance Assessment 9) Environmental and Historic Preservation (EHP) / CEQA & Permitting 10) Develop a HMA Subapplication 11) Go/No-Go

Milestone #2: Project Closeout • Submit

deliverables and closeout package to Cal OES

This effort will produce a complete BRIC Project Application for future funding opportunities. See Budget-Attachment 4.B - Plumas County CA Round Valley Reservoir Budget Narrative v1 for an in-depth description of the proposed planning and scoping activities list above. The advancement of the preferred mitigation intervention will reduce or eliminate the long-term risk to life and property from the hazards of infrastructure failure, landslide/debris flow, and drought with a goal to save lives and reduce property damage in ways that are cost-effective and environmentally sound.

Who will manage and complete the mitigation activity?

Plumas County Planning and Public Works departments in association with the Indian Valley Community Services District (IVCSD) All contractors and services associated with this project will be procured in accordance with Title 2 of the Code of Federal Regulations, Part 200.

What are you doing to consider other risks in the project area?

The detailed existing conditions site evaluation and alternatives assessment will evaluate the social, economic, and environmental benefits of each identified mitigation activity alternative. As such, the alternatives assessment will address the protection of socially vulnerable populations, the advancement of economic opportunity for

disadvantaged groups, increased economic activity in the project area, the implementation of nature-based solutions, and more. Through thorough data collection, a focus on evidence-based methods, open client communication, collaborative work, and methodological rigor, the scoping project will address the risks of social injustice, disadvantaged communities, public safety, public health, crime, loss of property, and loss of community. The preferred mitigation alternative will elevate the Reservoir community's resilience through the ability to adapt to a changing climate by anticipating, adapting, and withstanding the impacts of infrastructure failure, landslide/debris flow, and drought. Mitigation efforts will take climate, population growth, and land development projections into account to properly locate and size the preferred mitigation alternative for the Reservoir to hold the greatest capacity in anticipation for these changes. Plumas County will reduce risks to the future project by assessing and evaluating any project alternative-related risks, performing geotechnical and environmental investigations, establishing a Risk Register, and establishing cost and schedule estimates. In addition to risk mitigation, this project will have added benefits through the implementation of nature-based solutions.

Is there an estimate for when the mitigation activity will take place?

The anticipated start date of this project scoping activity will be in October of 2023, contingent upon award, and will be completed in 36 months.

What alternatives will be considered?

One of the primary deliverables for this project Scoping Activity will be to evaluate various mitigation interventions appropriate to the present risks. These will include a no-action alternative, and at least two others that will have the greatest level of protection increase, the most cost-effective, technically feasible, EHP compliant, and have community / partnership support. All mitigation interventions proposed will include Nature Based Solutions as well as future conditions and climate change.

Do activities being considered align with hazard mitigation plan?

Yes, this project scoping application directly aligns with the Plumas County Local Hazard Mitigation Plan, specifically Action 18 which

**addresses Water Supply Infrastructure
Improvements (Attachment 3.F - LHMP Excerpt).**

Additional comments (optional)

Reference the SOW-Attachment 3.N - Environmental and Historic Preservation Checklist v1 for an in-depth review of how this planning and scoping application will address EHP concerns.

Attachments

Filename	Date uploaded	Uploaded by	Label	Description	Action
<u>SOW-Attachment 3.K - Plumas County RVR Project Schedule v3.xlsx</u>	12/30/2022	seth.magden@arcadis.com	Scope of Work Attachments	Project schedule Gantt chart - Excel file - two tabs	
<u>SOW-Attachment 3.B - Reclamation Managing Water in the West v1.pdf</u>	11/30/2022	seth.magden@arcadis.com	Scope of Work Attachments	Environmental Assessment of Greenville Rancheria Water Resource Development Project	
<u>SOW-Attachment 3.I - BAER v1.pdf</u>	11/30/2022	seth.magden@arcadis.com	Scope of Work Attachments	Burned Area Report for Dixie Fire Assessment Phase 1	
<u>SOW-Attachment 3.C - Upper Feather River Watershed v1.pdf</u>	11/30/2022	seth.magden@arcadis.com	Scope of Work Attachments	Population and geographic area statistics pertaining to the Upper Feather River Watershed	

Filename	Date uploaded	Uploaded by	Label	Description	Action
<u>SOW-Attachment 3.J - Upper Feather River Watershed Partnerships v1.pdf</u>	11/30/2022	seth.magden@arcadis.com	Scope of Work Attachments	Upper Feather River Watershed document highlighting partnerships	
<u>SOW-Attachment 3.M - FEMA Flood Map (FIRM) v1.pdf</u>	12/02/2022	seth.magden@arcadis.com	Scope of Work Attachments	FEMA flood insurance rate map (FIRM) encompassing the scoping location	
<u>SOW-Attachment 3.H - Justice40 v1.pdf</u>	12/01/2022	seth.magden@arcadis.com	Scope of Work Attachments	Map illustrating disadvantaged populations - more than 1 burden threshold met and the associated socioeconomic threshold met	
<u>SOW-Attachment 3.G - SVI v1.pdf</u>	12/01/2022	seth.magden@arcadis.com	Scope of Work Attachments	Map illustrating social vulnerability within the scoping activity area	
<u>SOW-Attachment 3.D - UFRIRWMP v1.pdf</u>	11/30/2022	seth.magden@arcadis.com	Scope of Work Attachments	Upper Feather River Integrated Regional Water Management Plan Update 2016	
<u>SOW-Attachment 3.F - LHMP Excerpt v1.pdf</u>	11/30/2022	seth.magden@arcadis.com	Scope of Work Attachments	Excerpt from Local Hazard Mitigation Plan	

Filename	Date uploaded	Uploaded by	Label	Description	Action
				(LHMP) demonstrating project alignment with LHMP	
<u>SOW-Attachment 3.L - signed IVCSD MEMO BRIC Acknowledgement 11.23.22 v1.pdf</u>	11/30/2022	seth.magden@arcadis.com	Scope of Work Attachments	Memo from Indian Valley Community Services District (IVCSD) acknowledging that Plumas County is submitting in partnership with IVCSD	
<u>SOW-Attachment 3.E - EDRC Indian Valley CSD Map v1.pdf</u>	11/30/2022	seth.magden@arcadis.com	Scope of Work Attachments	Map illustrating economically disadvantaged rural community designation in scoping activity location	
<u>SOW-Attachment 3.A - Study Area Location v2.pdf</u>	12/16/2022	seth.magden@arcadis.com	Scope of Work Attachments	Scoping activity location	
<u>SOW-Attachment 3.N - Environmental and Historic Preservation Checklist v1.pdf</u>	12/16/2022	seth.magden@arcadis.com	Scope of Work Attachments	EHP Checklist for planning and scoping activity	

Schedule

Specify the work schedule for the mitigation activities.

Add tasks to the schedule

Please include all tasks necessary to implement this mitigation activity; include descriptions and estimated time frames.

Task Name	Start Month	Task Duration (in Months)
Task 2 - Project Management	1	36 months
<p>Task Description</p> <p>Ongoing management of the project, reporting requirements, grant management, and requests for reimbursement. Interagency coordination and partnership building. Sharing information and lessons learned—specifically how climate change information was used in assessments and informed mitigation solutions—will help establish new partnerships, deepen those that exist already, and ultimately foster a climate adaptation community of practice in the Plumas County region and beyond. Successful completion of the scope of work will rely heavily on partnership building and engagement across Plumas County departments and Municipalities within the County.</p>		

Task Name	Start Month	Task Duration (in Months)
Task 3 - Grant Management	1	36 months
<p>Task Description</p> <p>Internal Staff (or procured contractor) to manage the overall grant application. Ongoing management of grant activities will occur throughout the entirety of the project and will include reporting requirements, grant management, requests for reimbursement, and deliverable packaging and grant closeout.</p>		

Task Name	Start Month	Task Duration (in Months)
Task 4 - Go/No-Go Milestone #1: Procurement	1	3 months
<p>Task Description</p> <p>Internal Staff to manage contractor procurement. These efforts will help execute the project scoping activities and be used to select qualified and technical contractors to perform the project's key components.</p>		

Task Name	Start Month	Task Duration (in Months)
	4	

Task 5 - Evaluate Existing Conditions	6 months
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Task Description

The evaluation of existing conditions task of the Scoping Activity will carry out a project site analysis, which will include:
 Identifying critical assets Identifying areas of vulnerability
 Compiling a critical asset inventory Identifying obstructions and/or barriers within the Watershed that could impact the Reservoir, thereby establishing areas that require additional protection

Task Name	Start Month	Task Duration (in Months)
Task 6 - Alternatives Analysis	10	12 months
<p>Task Description</p> <p>The analysis will evaluate the locations where water is entering the Reservoir to identify optimal opportunities for NBSs (e.g., natural filtering, bioengineering techniques, bank shaping efforts, re-planting of vegetation, resource management) to prevent sediment from entering the Reservoir and reducing the Reservoir's capacity to store water.</p>		

Task Name	Start Month	Task Duration (in Months)
Task 7 - Community Engagement and Outreach	10	12 months
<p>Task Description</p> <p>The Plumas County Project Manager will conduct stakeholder meetings to obtain feedback on mitigation activity alternatives and selection of a preferred alternative. Feedback will help identify additional challenges or obstacles in evaluating the feasibility of sites and project alternatives.</p>		

Task Name	Start Month	Task Duration (in Months)
Task 8 - Feasibility Assessment	22	6 months
<p>Task Description</p> <p>High-level landslide/debris flow analysis of the Reservoir's contributing drainage area. ArcGIS geospatial analyst tools will be utilized along with Living Atlas data. Sedimentation survey to define the annual rates of storage loss through sedimentation and assess current capacity volumes. Preliminary conveyance</p>		

assessment to evaluate the Reservoir's conveyance capacity and identify any areas of improvement

Task Name Task 9 - Environmental and Historic Preservation (EHP) / CEQA & Permitting	Start Month 28	Task Duration (in Months) 6 months
Task Description		
		Task 9 ensures Plumas County will comply with the National Environmental Policy Act (NEPA) through analysis and documentation of the possible environmental effects of the Project. Additionally, all California Environmental Quality Act (CEQA) requirements will be adhered to. A procured Environmental Specialist will be performing this work. The Environmental Specialist will document any possible environmental effects of the preferred project.
Task Name		
Task 10 - Develop HMA Subapplication	Start Month	Task Duration (in Months)
	27	6 months
Task Description		
		The subapplicant and procured contractors will develop a hazard mitigation assistance (HMA) Subapplication to be submitted in an upcoming BRIC grant cycle. This Subapplication will include design and construction activities.
Task Name		
Task 11 - Go/No-Go Milestone #2: Project Closeout	Start Month	Task Duration (in Months)
	34	3 months
Task Description		
		This task includes all necessary project close out tasks such as development of final reports and grant management close out reports.

Estimate the total duration of your proposed activities **36** (in months).

Proposed project start and end dates

Start Date	2023-10-02
End Date	2026-09-30

Budget

Budget cost estimate and management cost (optional) should directly link to your scope of work and work schedule. You must add at least one item(s) greater than \$0 for your cost estimate. Once you have added item(s) for your cost estimate, you may then add the item(s) for management cost (optional). As necessary, please adjust your federal/non-federal cost shares and add the non-federal funding source(s) you are planning to use this project. Once you have completed this section, please click the Continue button at the bottom of this page to navigate to the next section.

Add budget cost types and item(s)

Click the Add cost type button below to add cost type cost estimate and then click the Add item(s) button to add the item(s) for the cost estimate. After adding items to your cost estimate, you may then select Add cost type button again to add management costs (optional) and applicable items.

Grand total: \$499,950.00

Budget type: Non construction

▶ Cost type: Cost estimate	\$476,300.00
▶ Cost type: Management cost	\$23,650.00

Program income (optional)

Cost share

Cost share or matching means the portion of project costs not paid by federal funds.

Proposed federal vs. non-federal funding shares

Hazard mitigation assistance (HMA) funds may be used to pay up to 75% federal share of the eligible activity costs. Building Resilient Infrastructure and Communities (BRIC) and small impoverished communities may be eligible for up to 90% federal share. Flood Mitigation Assistance (FMA) and severe repetitive loss (SRL) properties may be eligible for up to 100% federal share. Repetitive loss (RL) properties may be eligible for up to 90% federal share.

	%	\$ Dollar amount
	Percentage	

Proposed federal share **90.47** **452320.00**

Proposed non-federal share **9.53** **47630.00**

Based on total budget cost:
\$499,950.00

Please provide justification for exceeding the allowable federal share here.

The area between the Round Valley Reservoir and Greenville is classified as “severely disadvantaged” according 2016 census tract data (Community-Attachment 1.B - LHMP Excerpt v1 – pg 4-30). The Center for Disease Control (CDC) Social Vulnerability Index (SVI) ranks census tracts relative to one another, scoring social vulnerability based on 15 socioeconomic variables derived from the 2020 U.S. Census data. Round Valley Reservoir and Greenville reside in census tract 06063000400 which has an SVI score of 0.6708 and indicates a medium to high level of vulnerability (Community-Attachment 1.C – SVI v1). The Town of Greenville, located within the project study area is an Economically Disadvantaged and Rural Community (EDRC) having a population of 1,026, with a per capita income of \$29,490, well below the national average of \$62,200 and below state average of \$41,276 (see SOW-Attachment 3.E - EDRC Indian Valley CSD Map v1). The median household income in Plumas County is \$16,042 lower than that in the State of California. Of the communities in Plumas County, Greenville maintains the highest annual unemployment rates, lowest levels of health insurance coverage, and the second lowest median household income. Greenville is also classified as a severe disadvantaged community based on median household income (Community-Attachment 1.D - IWRM – DAC v1).

Is this an Economically Disadvantaged Rural Community? 

This determines your federal/non-federal share ratio.

Yes

Non-federal funding sources here

That portion of the total costs of the program provided by the non-federal entity in the form of in-kind donations or cash match received from third parties or contributed by the agency. In-kind contributions must be provided and cash expended during the project period along with federal funds to satisfy the matching requirements.

Funding source	Funding amount	% Non-federal share by source
► Funding source: Prepare California Match Funding	100.00%	\$47,630.00

Please provide any additional comments below (optional).

This project is supported by a partnership with the State of California. The non-Federal cost share for this project will be provided by the Prepare California Match program administered by the California Governor's Office of Emergency Services and authorized by state legislation focused on ensuring mitigation funding is available to socially disadvantaged communities with high risk from natural hazards. Two notes for feedback/guidance requested: 1) The 5% admin/management costs are included in this budget under Task 2 - Program Management costs. 2) The local share (Prepare CA) values do not currently align with the draft budget, as the 5% admin/program management costs appear to be distorting the values.

Attachments

Filename	Date uploaded	Uploaded by	Label	Description	Action
<u>BRIC FMA 2022 Budget Narrative v2.pdf</u>	12/30/2022	seth.magden@arcadis.com	Budget Attachments	Budget narrative with description of tasks.	
<u>2022 12-12 RVR Budget v2.xlsx</u>	12/30/2022	seth.magden@arcadis.com	Budget Attachments	No description given.	

Filename	Date uploaded	Uploaded by	Label	Description	Action
BRIC FMA 2022 - Match Commitment Letter Plumas County RVR 12.16.22.pdf	12/16/2022	seth.magden@arcadis.com	Budget Attachments	Match commitment letter reflecting Prepare CA match fulfillment.	

Cost-effectiveness

How was cost-effectiveness determined for this project?

Not applicable

Please explain why this project is not applicable.

This project scoping activity will be evaluating the cost effectiveness of the preferred alternative as one of the primary deliverables. Additionally, a full BCA will be conducted as part of the HMA subapplication development deliverable.

Please provide any additional comments below (optional).

Not required for a C&CB-Project Scoping project.

Attachments

Filename	Date uploaded	Uploaded by	Label	Description	Action

Evaluation

Is the applicant participating in the [Community Rating System \(CRS\)](#)? **No**

Is the applicant a [Cooperating Technical Partner \(CTP\)](#)? **No**

Was this application generated from a previous FEMA HMA Advance Assistance or Project Scoping award **No**

or any other federal grant award, or the subapplicant is a past recipient of Building Resilient Infrastructure and Communities (BRIC) non-financial Direct Technical Assistance?

Has the applicant adopted building codes consistent with the [international codes](#)? **Yes**

Year of building code **2018**

Please provide the building code. **International Building Code (IBC) / International Residential Code (IRC)**

Have the applicant's building codes been assessed on the [Building Code Effectiveness Grading Schedule \(BCEGS\)](#)? **Yes**

Select rating. **4**

Describe involvement of partners to enhance the mitigation activity outcome.

This project is supported by a partnership with the State of California. The non-Federal cost share for this project will be provided by the Prepare California Match program administered by the California Governor's Office of Emergency Services and authorized by state legislation focused on ensuring mitigation funding is available to socially disadvantaged communities with high risk from natural hazards. The County will implement the Plumas County Round Valley Reservoir Climate Adaptation and Nature Based Solutions (NBS) Project Scoping by partnering with the Indian Valley Community Service District IVCSD) to ensure the scoping activity is implemented as intended. The County will also utilize the following partnerships to enhance the mitigation activity outcome: US Forest Service Plumas National Forest (PNF), Plumas Corporation, Feather River Resource Conservation District (RCD), California Department of Fish and Wildlife, US Fish and Wildlife, CA Watershed Emergency Response Team (WERT), Caltrans, Cal OES, CAL FIRE, CA Department of Conservation, CA State Water Resources Control Board, Central Valley Regional Water Quality Control Board, and various private landowners. Additionally, anticipated outreach and stakeholder engagement activities include community workshops, focus groups, individual property owner engagement, agency engagement (emails, phone calls, meetings), updates to Board

of Supervisors at public meetings, and engaging District 2 Board of Supervisor and Planning Commissioner in affected district. Throughout the life of this scoping project, these agencies and partnerships will continue to work together and reach out to new partners to leverage resources and ensure the project will meet requirements and specifications, that the community is informed of the project, and that safety standards are identified to meet future construction. These partners will all assist by providing relevant data, input and approvals that will guide the scoping activity and ensure that the most cost effective mitigation activity is developed.

Additional comments (optional)

The Building Code Effectiveness Grading Schedule (BCEGS) rating for Plumas County is 4.4. See Evaluation-Attachment 1.A - BCEGS 59439 Plumas Co CA Final DSR v1.pdf for verification.

Attachments

Filename	Date uploaded	Uploaded by	Label	Description	Action
<u>Evaluation-Attachment 1.A - BCEGS 59439 Plumas Co CA Final DSR v1.pdf</u>	11/30/2022	seth.magden@arcadis.com	Evaluation Attachments	Report confirming Plumas County BCEG score	
<u>Master-I-Code-Adoption-Chart.pdf</u>	12/12/2022	seth.magden@arcadis.com	Evaluation Attachments	Master-I-Code-Adoption-Chart for 2018 IBC / IRC building code	

Comments & attachments

▶ Community	1 comment, 6 attachments
▶ Mitigation plan	1 comment, 3 attachments
▶ Scope of work	1 comment, 14 attachments
▶ Budget	1 comment, 3 attachments
▶ Cost-effectiveness	1 comment, 0 attachments
▶ Evaluation	1 comment, 2 attachments

Assurances and certifications

OMB number: 4040-0007, Expiration date: 02/28/2025 [View burden statement](#)

SF-424B: Assurances - Non-Construction Programs

OMB Number: 4040-0007
Expiration Date: 02/28/2025

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

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

1. Has the legal authority to apply for Federal assistance and the institutional, managerial and financial capability (including funds sufficient to pay the non-Federal share of project cost) to ensure proper planning, management and completion of the project described in this application.
2. Will give the awarding agency, the Comptroller General of the United States and, if appropriate, the State, through any authorized representative, access to and the right to examine all records, books, papers, or documents related to the award; and will establish a proper accounting system in accordance with generally accepted accounting standards or agency directives.
3. Will establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest, or personal gain.
4. Will initiate and complete the work within the applicable time frame after receipt of approval of the awarding agency.
5. Will comply with the Intergovernmental Personnel Act of 1970 (42 U.S.C. §§4728-4763) relating to prescribed standards for merit systems for programs funded under one of the 19

statutes or regulations specified in Appendix A of OPM's Standards for a Merit System of Personnel Administration (5 C.F.R. 900, Subpart F).

6. Will comply with all Federal statutes relating to nondiscrimination. These include but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race, color or national origin; (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §§1681-1683, and 1685-1686), which prohibits discrimination on the basis of sex; (c) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. §794), which prohibits discrimination on the basis of handicaps; (d) the Age Discrimination Act of 1975, as amended (42 U.S.C. §§6101-6107), which prohibits discrimination on the basis of age; (e) the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse; (f) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism; (g) §§523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. §§290 dd-3 and 290 ee- 3), as amended, relating to confidentiality of alcohol and drug abuse patient records; (h) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§3601 et seq.), as amended, relating to nondiscrimination in the sale, rental or financing of housing; any other nondiscrimination provisions in the specific statute(s) under which application for Federal assistance is being made; and, (j) the requirements of any other nondiscrimination statute(s) which may apply to the application.
7. Will comply, or has already complied, with the requirements of Titles II and III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (P.L. 91-646) which provide for fair and equitable treatment of persons displaced or whose property is acquired as a result of Federal or federally-assisted programs. These requirements apply to all interests in real property acquired for project purposes regardless of Federal participation in purchases.
8. Will comply, as applicable, with provisions of the Hatch Act (5 U.S.C. §§1501-1508 and 7324-7328) which limit the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.
9. Will comply, as applicable, with the provisions of the Davis-Bacon Act (40 U.S.C. §§276a to 276a-7), the Copeland Act (40 U.S.C. §276c and 18 U.S.C. §874), and the Contract Work Hours and Safety Standards Act (40 U.S.C. §§327-333), regarding labor standards for federally-assisted construction subagreements.
10. Will comply, if applicable, with flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973 (P.L. 93-234) which requires recipients in a special flood hazard area to participate in the program and to purchase flood insurance if the total cost of insurable construction and acquisition is \$10,000 or more.
11. Will comply with environmental standards which may be prescribed pursuant to the following: (a) institution of environmental quality control measures under the National Environmental Policy Act of 1969 (P.L. 91-190) and Executive Order (EO) 11514; (b) notification of violating facilities pursuant to EO 11738; (c) protection of wetlands pursuant to EO 11990; (d) evaluation of flood hazards in floodplains in accordance with EO 11988; (e) assurance of project consistency with the approved State management program developed under the Coastal Zone Management Act of 1972 (16 U.S.C. §§1451 et seq.); (f) conformity of Federal actions to State (Clean Air) Implementation Plans under Section 176(c) of the Clean Air Act of 1955, as amended (42 U.S.C. §§7401 et seq.); (g) protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended (P.L. 93-523); and, (h) protection of endangered species under the Endangered Species Act of 1973, as amended (P.L. 93-205).
12. Will comply with the Wild and Scenic Rivers Act of 1968 (16 U.S.C. §§1271 et seq.) related to protecting components or potential components of the national wild and scenic rivers system.

13. Will assist the awarding agency in assuring compliance with Section 106 of the National Historic Preservation Act of 1966, as amended (16 U.S.C. §470), EO 11593 (identification and protection of historic properties), and the Archaeological and Historic Preservation Act of 1974 (16 U.S.C. §§469a-1 et seq.).
14. Will comply with P.L. 93-348 regarding the protection of human subjects involved in research, development, and related activities supported by this award of assistance.
15. Will comply with the Laboratory Animal Welfare Act of 1966 (P.L. 89-544, as amended, 7 U.S.C. §§2131 et seq.) pertaining to the care, handling, and treatment of warm blooded animals held for research, teaching, or other activities supported by this award of assistance.
16. Will comply with the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. §§4801 et seq.) which prohibits the use of lead-based paint in construction or rehabilitation of residence structures.
17. Will cause to be performed the required financial and compliance audits in accordance with the Single Audit Act Amendments of 1996 and OMB Circular No. A-133, "Audits of States, Local Governments, and Non-Profit Organizations."
18. Will comply with all applicable requirements of all other Federal laws, executive orders, regulations, and policies governing this program.
19. Will comply with the requirements of Section 106(g) of the Trafficking Victims Protection Act (TVPA) of 2000, as amended (22 U.S.C. 7104) which prohibits grant award recipients or a sub-recipient from (1) Engaging in severe forms of trafficking in persons during the period of time that the award is in effect (2) Procuring a commercial sex act during the period of time that the award is in effect or (3) Using forced labor in the performance of the award or subawards under the award.

Certifications regarding lobbying

OMB Number: 4040-0013

Expiration Date: 02/28/2025

Certification for Contracts, Grants, Loans, and Cooperative Agreements

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

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

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

Statement for Loan Guarantees and Loan Insurance

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

If any funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this commitment providing for the United States to insure or guarantee a loan, the undersigned shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities," in accordance with its instructions. Submission of this statement is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required statement shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

SF-LLL: Disclosure of Lobbying Activities

OMB Number: 4040-0013

Expiration Date: 02/28/2025

Complete only if the applicant is required to do so by 44 C.F.R. part 18. Generally disclosure is required when applying for a grant of more than \$100,000 and if any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions. Further, the recipient shall file a disclosure form at the end of each calendar quarter in which there occurs any event described in 44 C.F.R. § 18.110(c) that requires disclosure or that materially affects the accuracy of the information contained in any disclosure form previously filed by the applicant.

1. Type of federal action:	grant
2. Status of federal action:	initial award
3. Report type:	initial filing
4. Name and address of reporting entity:	SubAwardee

Tier, if known:

Name	Tracey Ferguson
------	-----------------

Street 1	555 Main Street
Street 2	
City	Quincy
State	CA
Zip	95971
Zip Ext	1234
Congressional district, if known:	1,2

5. If reporting entity in No.4 is subawardee, enter name and address of prime:

Name	Cal OES
Street 1	601 Sequoia Pacific Blvd.
Street 2	
City	Sacramento
State	CA
Zip	95811
Zip Ext	

Congressional district, if known:

6. Federal department/agency:	FEMA
7. Federal program name/description:	BRIC
CFDA number, if applicable:	97.047
8. Federal action number, if known:	DHS-22-MT-047-00-98
9. Award amount, if known:	\$0.00

10a. Name and address of lobbying registrant:

Prefix	Ms.
First name	Tracey
Middle name	
Last name	Ferguson
Suffix	
Street 1	555 Main Street
Street 2	

City	Quincy
State	CA
Zip	95971
Zip Ext	1234

10b. Individual performing services: (including address if different from No. 10a)

Prefix	Ms.
First name	Tracey
Middle name	
Last name	Ferguson
Suffix	
Street 1	
Street 2	
City	
State	
Zip	
Zip Ext	

11. Information requested through this form is authorized by title 31 U.S.C. section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when the transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be reported to the Congress semi-annually and will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

ATTACHMENT 2 – BRIC GRANT AWARD LETTERS AND AGREEMENTS AND ASSURANCES

Award Letter

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

Effective date: 03/26/2024



FEMA

Blythe Denton
OFFICE OF EMERGENCY SERVICES
3650 SCHRIEVER AVE
MATHER, CA 95655
EMF-2022-BR-044

Dear Blythe Denton,

Congratulations, on behalf of the Department of Homeland Security, your application for financial assistance submitted under the Fiscal Year 2022 Building Resilient Infrastructure and Communities funding opportunity has been approved in the amount of \$452,320.00 in Federal Funding.

Before you request and receive any of the Federal funds awarded to you, you must establish acceptance of the award through the FEMA Grants Outcomes (FEMA GO) system. By accepting this award, you acknowledge that the terms of the following documents are incorporated into the terms of your award:

- Award Summary
- Agreement Articles
- Obligating Document
- FY 2022 BRIC Notice of Funding Opportunity (NOFO)

Please make sure you read, understand, and maintain a copy of these documents in your official file for this award.

Sincerely,

A handwritten signature in black ink, appearing to read "A. Lipiecki".

Kathryn Lipiecki
Mitigation Division Director

Award Summary

Program: Fiscal Year 2022 Building Resilient Infrastructure and Communities

Recipient: OFFICE OF EMERGENCY SERVICES

UEI-EFT: UTM3S7LKYQZ4-

DUNS number: 947436176

Award number: EMF-2022-BR-044

Summary description of award

The purpose of the Building Resilient Infrastructure and Communities (BRIC) grant program is to provide grants to States and Indian Tribal government or territory that, in turn, provide Subawards to local governments for cost-effective mitigation activities. Funds will be used to implement a sustained pre-disaster natural hazard mitigation program to reduce overall risk to the population and structures, while also reducing reliance on funding from actual disaster declarations.

Except as otherwise approved as noted in this award, the information you provided in your application for Fiscal Year (FY) 2022 Building Resilient Infrastructure and Communities funding is incorporated into the terms and conditions of this award. This includes any documents submitted as part of the application.

Amount awarded

The amount of the award is detailed in the attached Obligating Document for Award. The following are budgeted estimates for object classes for this award (including Federal share plus your cost share, if applicable):

Object Class	Total
Personnel	\$0.00
Fringe benefits	\$0.00
Travel	\$0.00
Equipment	\$0.00
Supplies	\$0.00
Contractual	\$0.00
Construction	\$0.00
Other	\$499,950.00
Indirect charges	\$0.00
 Federal	 \$452,320.00
 Non-federal	 \$47,630.00
 Total	 \$499,950.00

Approved scope of work

After review of your application, FEMA has approved the below scope of work. Justifications are provided for any differences between the scope of work in the original application and the approved scope of work under this award. You must submit scope or budget revision requests for FEMA's prior approval, as appropriate, per 2 C.F.R. § 200.308 and the FY 2022 BRIC NOFO.

The terms of the approved application materials submitted by the recipient for the following subawards and activities are incorporated into the terms of this Federal award, subject to the additional descriptions and limitations stated in this award package, and subject to the limitations stated in subsequent approvals by FEMA of changes to the prime award, subawards, or activities. Post-award documents uploaded into the FEMA GO system for this award are also incorporated into the terms and conditions of this Federal award, subject to any limitations stated in subsequent approvals by FEMA of changes to the prime award, subawards, or activities. Subawards or activities not listed in this award package are not approved for funding under this award.

Approved request details:

FEMA's Subgrant ID: EMF-2022-BR-044-0010

Subrecipient: COUNTY OF PLUMAS

Subaward-Specific Terms and Conditions: See Agreement Article(s) Article 48, Article 49, and Article 50 for additional requirements or restrictions specific to this subrecipient, this subaward, or this activity.

Cost estimate

Item : Other (Explain)

Task 2 - Project Management (County)

QUANTITY	UNIT OF MEASURE	UNIT PRICE	TOTAL	PRE-AWARD	BUDGET CLASS
105	Hour	\$88.00	\$9,240.00	No	Personnel

CHANGE FROM APPLICATION

Unit price from \$110.00 to \$88.00

JUSTIFICATION

Reduced fringe and added to separate line item.

Item : Other (Explain)

Task 4-Go/No-Go Milestone #1: Procurement (County)

QUANTITY	UNIT OF MEASURE	UNIT PRICE	TOTAL	PRE-AWARD	BUDGET CLASS
120	Hour	\$88.00	\$10,560.00	No	Personnel

CHANGE FROM APPLICATION

Unit price from \$110.00 to \$88.00

JUSTIFICATION

Reduced fringe and added to separate line item.

Item : Other (Explain)

Task 7 - Comm Engmt & Outreach (County)

QUANTITY	UNIT OF MEASURE	UNIT PRICE	TOTAL	PRE-AWARD	BUDGET CLASS
1	Each	\$7,080.00	\$7,080.00	No	Personnel

CHANGE FROM APPLICATION

Unit price from **\$8,800.00** to **\$7,080.00**

JUSTIFICATION

Reduced fringe and added to separate line item.

Item : Other (Explain)

Task 8 - Feasibility Assessment (Consultant)

QUANTITY	UNIT OF MEASURE	UNIT PRICE	TOTAL	PRE-AWARD	BUDGET CLASS
1	Each	\$85,600.00	\$85,600.00	No	Contractual

CHANGE FROM APPLICATION

Budget class from **Personnel** to **Contractual**

JUSTIFICATION

Changed categories to reflect accurate budget categories.

Item : Other (Explain)

Task 2 - Project Management (Consultant)

QUANTITY	UNIT OF MEASURE	UNIT PRICE	TOTAL	PRE-AWARD	BUDGET CLASS
35	Hour	\$200.00	\$7,000.00	No	Contractual

CHANGE FROM APPLICATION

Budget class from **Personnel** to **Contractual**

JUSTIFICATION

Changed categories to reflect accurate budget categories.

Item : Other (Explain)

Task 6 - Alternatives Analysis (County)

QUANTITY	UNIT OF MEASURE	UNIT PRICE	TOTAL	PRE-AWARD	BUDGET CLASS
1	Each	\$8,560.00	\$8,560.00	No	Personnel

CHANGE FROM APPLICATION

Unit price from **\$10,700.00** to **\$8,560.00**

JUSTIFICATION

Reduced fringe and added to separate line item.

Item : Other (Explain)

Task 1 - Pre-Award (Consultant)

QUANTITY	UNIT OF MEASURE	UNIT PRICE	TOTAL	PRE-AWARD	BUDGET CLASS
100	Hour	\$200.00	\$20,000.00	Yes	Contractual

CHANGE FROM APPLICATION

Budget class from **Personnel** to **Contractual**

JUSTIFICATION

Changed categories to reflect accurate budget categories.

Item : Other (Explain)

Task 10 - Dvlp Phased HMA Subapp (Consultant)

QUANTITY	UNIT OF MEASURE	UNIT PRICE	TOTAL	PRE-AWARD	BUDGET CLASS
1	Each	\$45,500.00	\$45,500.00	No	Contractual

CHANGE FROM APPLICATION

Budget class from **Personnel** to **Contractual**

JUSTIFICATION

Changed categories to reflect accurate budget categories.

Item : Other (Explain)

Task 5 - Evaluate Existing Conditions (Consultant)

QUANTITY	UNIT OF MEASURE	UNIT PRICE	TOTAL	PRE-AWARD	BUDGET CLASS
1	Each	\$101,000.00	\$101,000.00	No	Contractual

CHANGE FROM APPLICATION

Budget class from **Personnel** to **Contractual**

JUSTIFICATION

Changed categories to reflect accurate budget categories.

Item : Other (Explain)

Task 6 - Alternatives Analysis (Consultant)

QUANTITY	UNIT OF MEASURE	UNIT PRICE	TOTAL	PRE-AWARD	BUDGET CLASS
1	Each	\$113,800.00	\$113,800.00	No	Contractual

CHANGE FROM APPLICATION

Budget class from **Personnel** to **Contractual**

JUSTIFICATION

Changed categories to reflect accurate budget categories.

Item : Other (Explain)

Task 11-G/NG Milestone #2: Proj.Closeout (Consult)

QUANTITY	UNIT OF MEASURE	UNIT PRICE	TOTAL	PRE-AWARD	BUDGET CLASS
1	Each	\$12,000.00	\$12,000.00	No	Contractual

CHANGE FROM APPLICATION

Budget class from **Personnel** to **Contractual**

JUSTIFICATION

Changed categories to reflect accurate budget categories.

Item : Other (Explain)

Fringe

QUANTITY	UNIT OF MEASURE	UNIT PRICE	TOTAL	PRE-AWARD	BUDGET CLASS
1	Each	\$12,440.00	\$12,440.00	No	Fringe benefits

CHANGE FROM APPLICATION

Item created

JUSTIFICATION

Fringe benefits for personnel costs.

Item : Other (Explain)

Task 11-G/NG Milestone #2: Proj. Closeout (County)

QUANTITY	UNIT OF MEASURE	UNIT PRICE	TOTAL	PRE-AWARD	BUDGET CLASS
1	Each	\$5,720.00	\$5,720.00	No	Personnel

CHANGE FROM APPLICATION

Unit price from \$7,150.00 to \$5,720.00

JUSTIFICATION

Reduced fringe and added to separate line item.

Item : Other (Explain)

Task 1 - Pre-Award Costs (County)

QUANTITY	UNIT OF MEASURE	UNIT PRICE	TOTAL	PRE-AWARD	BUDGET CLASS
100	Hour	\$88.00	\$8,800.00	Yes	Personnel

CHANGE FROM APPLICATION

Unit price from \$110.00 to \$88.00

JUSTIFICATION

Reduced fringe and added to separate line item.

Item : Other (Explain)

Task 9-EHP/CEQ & Permitting (Consultant)

QUANTITY	UNIT OF MEASURE	UNIT PRICE	TOTAL	PRE-AWARD	BUDGET CLASS
1	Each	\$29,000.00	\$29,000.00	No	Contractual

CHANGE FROM APPLICATION

Budget class from Personnel to Contractual

JUSTIFICATION

Changed categories to reflect accurate budget categories.

Management cost

Item : Other

QUANTITY	UNIT OF MEASURE	UNIT PRICE	TOTAL	PRE-AWARD	BUDGET CLASS
1	Each	\$4,730.00	\$4,730.00	No	Equipment

CHANGE FROM APPLICATION

Item created

JUSTIFICATION

Fringe for management costs

Item : Salaries

QUANTITY	UNIT OF MEASURE	UNIT PRICE	TOTAL	PRE-AWARD	BUDGET CLASS
215	Hour	\$88.00	\$18,920.00	No	Personnel

CHANGE FROM APPLICATION

Unit price from **\$110.00** to **\$88.00**

JUSTIFICATION

Reduced fringe and added to separate line item.

Agreement Articles

Program: Fiscal Year 2022 Building Resilient Infrastructure and Communities

Recipient: OFFICE OF EMERGENCY SERVICES

UEI-EFT: UTM3S7LKYQZ4-

DUNS number: 947436176

Award number: EMF-2022-BR-044

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Article 1**Assurances, Administrative Requirements, Cost Principles, Representations and Certifications**

I. DHS financial assistance recipients must complete either the Office of Management and Budget (OMB) Standard Form 424B Assurances – Non-Construction Programs, or OMB Standard Form 424D Assurances – Construction Programs, as applicable. Certain assurances in these documents may not be applicable to your program, and the DHS financial assistance office (DHS FAO) may require applicants to certify additional assurances. Applicants are required to fill out the assurances as instructed by the awarding agency. II. DHS financial assistance recipients are required to follow the applicable provisions of the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards located at Title 2, Code of Federal Regulations (C.F.R.) Part 200 and adopted by DHS at 2 C.F.R. Part 3002. III. By accepting this agreement, recipients, and their executives, as defined in 2 C.F.R. § 170.315, certify that their policies are in accordance with OMB's guidance located at 2 C.F.R. Part 200, all applicable federal laws, and relevant Executive guidance.

Article 2	<p>General Acknowledgements and Assurances</p> <p>All recipients, subrecipients, successors, transferees, and assignees must acknowledge and agree to comply with applicable provisions governing DHS access to records, accounts, documents, information, facilities, and staff. I. Recipients must cooperate with any DHS compliance reviews or compliance investigations conducted by DHS. II. Recipients must give DHS access to examine and copy records, accounts, and other documents and sources of information related to the federal financial assistance award and permit access to facilities or personnel. III. Recipients must submit timely, complete, and accurate reports to the appropriate DHS officials and maintain appropriate backup documentation to support the reports. IV. Recipients must comply with all other special reporting, data collection, and evaluation requirements, as prescribed by law, or detailed in program guidance. V. Recipients (as defined in 2 C.F.R. Part 200 and including recipients acting as pass-through entities) of federal financial assistance from DHS or one of its awarding component agencies must complete the DHS Civil Rights Evaluation Tool within thirty (30) days of receipt of the Notice of Award for the first award under which this term applies. Recipients of multiple awards of DHS financial assistance should only submit one completed tool for their organization, not per award. After the initial submission, recipients are required to complete the tool once every two (2) years if they have an active award, not every time an award is made.</p> <p>Recipients should submit the completed tool, including supporting materials, to CivilRightsEvaluation@hq.dhs.gov. This tool clarifies the civil rights obligations and related reporting requirements contained in the DHS Standard Terms and Conditions. Subrecipients are not required to complete and submit this tool to DHS. The evaluation tool can be found at https://www.dhs.gov/publication/dhs-civil-rights-evaluation-tool. DHS Civil Rights Evaluation Tool Homeland Security. The DHS Office for Civil Rights and Civil Liberties will consider, in its discretion, granting an extension if the recipient identifies steps and a timeline for completing the tool. Recipients should request extensions by emailing the request to CivilRightsEvaluation@hq.dhs.gov prior to expiration of the 30-day deadline.</p>
Article 3	<p>Acknowledgement of Federal Funding from DHS</p> <p>Recipients must acknowledge their use of federal funding when issuing statements, press releases, requests for proposal, bid invitations, and other documents describing projects or programs funded in whole or in part with federal funds.</p>
Article 4	<p>Activities Conducted Abroad</p> <p>Recipients must ensure that project activities performed outside the United States are coordinated as necessary with appropriate government authorities and that appropriate licenses, permits, or approvals are obtained.</p>

Article 5	Age Discrimination Act of 1975
	<p>Recipients must comply with the requirements of the Age Discrimination Act of 1975, Public Law 94-135 (1975) (codified as amended at Title 42, U.S. Code, § 6101 et seq.), which prohibits discrimination on the basis of age in any program or activity receiving federal financial assistance.</p>
Article 6	Americans with Disabilities Act of 1990
	<p>Recipients must comply with the requirements of Titles I, II, and III of the Americans with Disabilities Act, Pub. L. 101-336 (1990) (codified as amended at 42 U.S.C. §§ 12101– 12213), which prohibits recipients from discriminating on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities.</p>
Article 7	Best Practices for Collection and Use of Personally Identifiable Information
	<p>Recipients who collect personally identifiable information (PII) are required to have a publicly available privacy policy that describes standards on the usage and maintenance of the PII they collect. DHS defines PII as any information that permits the identity of an individual to be directly or indirectly inferred, including any information that is linked or linkable to that individual. Recipients may also find the DHS Privacy Impact Assessments: Privacy Guidance and Privacy Template as useful resources respectively.</p>
Article 8	Civil Rights Act of 1964 – Title VI
	<p>Recipients must comply with the requirements of Title VI of the Civil Rights Act of 1964 (codified as amended at 42 U.S.C. § 2000d et seq.), which provides that no person in the United States will, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance. DHS implementing regulations for the Act are found at 6 C.F.R. Part 21 and 44 C.F.R. Part 7.</p>
Article 9	Civil Rights Act of 1968
	<p>Recipients must comply with Title VIII of the Civil Rights Act of 1968, Pub. L. 90-284, as amended through Pub. L. 113-4, which prohibits recipients from discriminating in the sale, rental, financing, and advertising of dwellings, or in the provision of services in connection therewith, on the basis of race, color, national origin, religion, disability, familial status, and sex (see 42 U.S.C. § 3601 et seq.), as implemented by the U.S. Department of Housing and Urban Development at 24 C.F.R. Part 100. The prohibition on disability discrimination includes the requirement that new multifamily housing with four or more dwelling units—i.e., the public and common use areas and individual apartment units (all units in buildings with elevators and ground-floor units in buildings without elevators)—be designed and constructed with certain accessible features. (See 24 C.F.R. Part 100, Subpart D.)</p>

Article 10	Copyright Recipients must affix the applicable copyright notices of 17 U.S.C. §§ 401 or 402 and an acknowledgement of U.S. Government sponsorship (including the award number) to any work first produced under federal financial assistance awards.
Article 11	Debarment and Suspension Recipients are subject to the non-procurement debarment and suspension regulations implementing Executive Orders (E.O.) 12549 and 12689, which are at 2 C.F.R. Part 180 as adopted by DHS at 2 C.F.R. Part 3002. These regulations restrict federal financial assistance awards, subawards, and contracts with certain parties that are debarred, suspended, or otherwise excluded from or ineligible for participation in federal assistance programs or activities.
Article 12	Drug-Free Workplace Regulations Recipients must comply with drug-free workplace requirements in Subpart B (or Subpart C, if the recipient is an individual) of 2 C.F.R. Part 3001, which adopts the Government-wide implementation (2 C.F.R. Part 182) of Sec. 5152-5158 of the Drug-Free Workplace Act of 1988 (41 U.S.C. §§ 8101-8106).
Article 13	Duplication of Benefits Any cost allocable to a particular federal financial assistance award provided for in 2 C.F.R. Part 200, Subpart E may not be charged to other federal financial assistance awards to overcome fund deficiencies; to avoid restrictions imposed by federal statutes, regulations, or federal financial assistance award terms and conditions; or for other reasons. However, these prohibitions would not preclude recipients from shifting costs that are allowable under two or more awards in accordance with existing federal statutes, regulations, or the federal financial assistance award terms and conditions may not be charged to other federal financial assistance awards to overcome fund deficiencies; to avoid restrictions imposed by federal statutes, regulations, or federal financial assistance award terms and conditions; or for other reasons.
Article 14	Education Amendments of 1972 (Equal Opportunity in Education Act) – Title IX Recipients must comply with the requirements of Title IX of the Education Amendments of 1972, Pub. L. 92-318 (1972) (codified as amended at 20 U.S.C. § 1681 et seq.), which provide that no person in the United States will, on the basis of sex, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any educational program or activity receiving federal financial assistance. DHS implementing regulations are codified at 6 C.F.R. Part 17 and 44 C.F.R. Part 19.

Article 15	E.O. 14074 – Advancing Effective, Accountable Policing and Criminal Justice Practices to Enhance Public Trust and Public Safety Recipient State, Tribal, local, or territorial law enforcement agencies must comply with the requirements of section 12(c) of E.O. 14074. Recipient State, Tribal, local, or territorial law enforcement agencies are also encouraged to adopt and enforce policies consistent with E.O. 14074 to support safe and effective policing.
Article 16	Energy Policy and Conservation Act Recipients must comply with the requirements of the Energy Policy and Conservation Act, Pub. L. 94- 163 (1975) (codified as amended at 42 U.S.C. § 6201 et seq.), which contain policies relating to energy efficiency that are defined in the state energy conservation plan issued in compliance with this Act.
Article 17	False Claims Act and Program Fraud Civil Remedies Recipients must comply with the requirements of the False Claims Act, 31 U.S.C. §§3729- 3733, which prohibit the submission of false or fraudulent claims for payment to the Federal Government. (See 31 U.S.C. §§ 3801-3812, which details the administrative remedies for false claims and statements made.)
Article 18	Federal Debt Status All recipients are required to be non-delinquent in their repayment of any federal debt. Examples of relevant debt include delinquent payroll and other taxes, audit disallowances, and benefit overpayments. (See OMB Circular A-129.)
Article 19	Federal Leadership on Reducing Text Messaging while Driving Recipients are encouraged to adopt and enforce policies that ban text messaging while driving as described in E.O. 13513, including conducting initiatives described in Section 3(a) of the Order when on official government business or when performing any work for or on behalf of the Federal Government.
Article 20	Fly America Act of 1974 Recipients must comply with Preference for U.S. Flag Air Carriers (air carriers holding certificates under 49 U.S.C.) for international air transportation of people and property to the extent that such service is available, in accordance with the International Air Transportation Fair Competitive Practices Act of 1974, 49 U.S.C. § 40118, and the interpretative guidelines issued by the Comptroller General of the United States in the March 31, 1981, amendment to Comptroller General Decision B-138942.

Article 21	Hotel and Motel Fire Safety Act of 1990
	<p>Recipients must ensure that all conference, meeting, convention, or training space funded in whole or in part with federal funds complies with the fire prevention and control guidelines of Section 6 of the Hotel and Motel Fire Safety Act of 1990, 15 U.S.C. § 2225a</p>
Article 22	John S. McCain National Defense Authorization Act of Fiscal Year 2019
	<p>Recipients, subrecipients, and their contractors and subcontractors are subject to the prohibitions described in section 889 of the John S. McCain National Defense Authorization Act for Fiscal Year 2019, Pub. L. No. 115-232 (2018) and 2 C.F.R. §§ 200.216, 200.327, 200.471, and Appendix II to 2 C.F.R. Part 200. Beginning August 13, 2020, the statute – as it applies to DHS recipients, subrecipients, and their contractors and subcontractors – prohibits obligating or expending federal award funds on certain telecommunications and video surveillance products and contracting with certain entities for national security reasons</p>
Article 23	Limited English Proficiency (Civil Rights Act of 1964, Title VI)
	<p>Recipients must comply with Title VI of the Civil Rights Act of 1964, (42 U.S.C. § 2000d et seq.) prohibition against discrimination on the basis of national origin, which requires that recipients of federal financial assistance take reasonable steps to provide meaningful access to persons with limited English proficiency (LEP) to their programs and services. For additional assistance and information regarding language access obligations, please refer to the DHS Recipient Guidance: https://www.dhs.gov/guidance-published-help-department-supported-organizations-provide-meaningful-access-people-limited and additional resources on http://www.lep.gov.</p>
Article 24	Lobbying Prohibitions
	<p>Recipients must comply with 31 U.S.C. § 1352, which provides that none of the funds provided under a federal financial assistance award may be expended by the recipient to pay any person to influence, or attempt to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with any federal action related to a federal award or contract, including any extension, continuation, renewal, amendment, or modification.</p>
Article 25	National Environmental Policy Act
	<p>Recipients must comply with the requirements of the National Environmental Policy Act of 1969, (NEPA) Pub. L. 91-190 (1970) (codified as amended at 42 U.S.C. § 4321 et seq. and the Council on Environmental Quality (CEQ) Regulations for Implementing the Procedural Provisions of NEPA, which require recipients to use all practicable means within their authority, and consistent with other essential considerations of national policy, to create and maintain conditions under which people and nature can exist in productive harmony and fulfill the social, economic, and other needs of present and future generations of Americans</p>

Article 26	Nondiscrimination in Matters Pertaining to Faith-Based Organizations
	<p>It is DHS policy to ensure the equal treatment of faith-based organizations in social service programs administered or supported by DHS or its component agencies, enabling those organizations to participate in providing important social services to beneficiaries. Recipients must comply with the equal treatment policies and requirements contained in 6 C.F.R. Part 19 and other applicable statutes, regulations, and guidance governing the participations of faith-based organizations in individual DHS programs.</p>
Article 27	Non-Supplanting Requirement
	<p>Recipients receiving federal financial assistance awards made under programs that prohibit supplanting by law must ensure that federal funds do not replace (supplant) funds that have been budgeted for the same purpose through non-federal sources.</p>
Article 28	Notice of Funding Opportunity Requirements
	<p>All the instructions, guidance, limitations, and other conditions set forth in the Notice of Funding Opportunity (NOFO) for this program are incorporated here by reference in the award terms and conditions. All recipients must comply with any such requirements set forth in the program NOFO.</p>
Article 29	Patents and Intellectual Property Rights
	<p>Recipients are subject to the Bayh-Dole Act, 35 U.S.C. § 200 et seq, unless otherwise provided by law. Recipients are subject to the specific requirements governing the development, reporting, and disposition of rights to inventions and patents resulting from federal financial assistance awards located at 37 C.F.R. Part 401 and the standard patent rights clause located at 37 C.F.R. § 401.14.</p>
Article 30	Procurement of Recovered Materials
	<p>States, political subdivisions of states, and their contractors must comply with Section 6002 of the Solid Waste Disposal Act, Pub. L. 89-272 (1965), (codified as amended by the Resource Conservation and Recovery Act, 42 U.S.C. § 6962.) The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 C.F.R. Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition.</p>
Article 31	Rehabilitation Act of 1973
	<p>Recipients must comply with the requirements of Section 504 of the Rehabilitation Act of 1973, Pub. L. 93-112 (1973), (codified as amended at 29 U.S.C. § 794,) which provides that no otherwise qualified handicapped individuals in the United States will, solely by reason of the handicap, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance.</p>

Article 32	Reporting of Matters Related to Recipient Integrity and Performance General Reporting Requirements: If the total value of any currently active grants, cooperative agreements, and procurement contracts from all federal awarding agencies exceeds \$10,000,000 for any period of time during the period of performance of this federal award, then the recipients must comply with the requirements set forth in the government-wide Award Term and Condition for Recipient Integrity and Performance Matters located at 2 C.F.R. Part 200, Appendix XII, the full text of which is incorporated here by reference in the award terms and conditions.
Article 33	Reporting Subawards and Executive Compensation Reporting of first tier subawards. Recipients are required to comply with the requirements set forth in the government-wide award term on Reporting Subawards and Executive Compensation located at 2 C.F.R. Part 170, Appendix A, the full text of which is incorporated here by reference in the award terms and conditions.

Article 34	Required Use of American Iron, Steel, Manufactured Products, and Construction Materials Recipients must comply with the “Build America, Buy America” provisions of the Infrastructure Investment and Jobs Act and E.O. 14005. Recipients of an award of Federal financial assistance from a program for infrastructure are hereby notified that none of the funds provided under this award may be used for a project for infrastructure unless: (1) all iron and steel used in the project are produced in the United States--this means all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States; (2) all manufactured products used in the project are produced in the United States—this means the manufactured product was manufactured in the United States; and the cost of the components of the manufactured product that are mined, produced, or manufactured in the United States is greater than 55 percent of the total cost of all components of the manufactured product, unless another standard for determining the minimum amount of domestic content of the manufactured product has been established under applicable law or regulation; and (3) all construction materials are manufactured in the United States—this means that all manufacturing processes for the construction material occurred in the United States. The Buy America preference only applies to articles, materials, and supplies that are consumed in, incorporated into, or affixed to an infrastructure project. As such, it does not apply to tools, equipment, and supplies, such as temporary scaffolding, brought to the construction site and removed at or before the completion of the infrastructure project. Nor does a Buy America preference apply to equipment and furnishings, such as movable chairs, desks, and portable computer equipment, that are used at or within the finished infrastructure project but are not an integral part of the structure or permanently affixed to the infrastructure project. Waivers When necessary, recipients may apply for, and the agency may grant, a waiver from these requirements. Information on the process for requesting a waiver from these requirements is on the website below. (a) When the federal agency has made a determination that one of the following exceptions applies, the awarding official may waive the application of the domestic content procurement preference in any case in which the agency determines that: (1) applying the domestic content procurement preference would be inconsistent with the public interest; (2) the types of iron, steel, manufactured products, or construction materials are not produced in the United States in sufficient and reasonably available quantities or of a satisfactory quality; or (3) the inclusion of iron, steel, manufactured products, or construction materials produced in the United States will increase the cost of the overall project by more than 25 percent. A request to waive the application of the domestic content procurement preference must be in writing. The agency will provide instructions on the format, contents, and supporting materials required for any waiver request. Waiver requests are subject to public comment periods of no less than 15 days and must be reviewed by the Made in America Office. There may be instances where an award qualifies, in whole or in part, for an existing waiver described at “Buy America” Preference in FEMA Financial Assistance Programs for Infrastructure FEMA.gov. The awarding Component may provide specific instructions to Recipients of awards from infrastructure programs that are subject to the “Build America, Buy America” provisions. Recipients should
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refer to the Notice of Funding Opportunity for further information on the Buy America preference and waiver process.

Article 35	SAFECOM Recipients receiving federal financial assistance awards made under programs that provide emergency communication equipment and its related activities must comply with the SAFECOM Guidance for Emergency Communication Grants, including provisions on technical standards that ensure and enhance interoperable communications.
Article 36	Terrorist Financing Recipients must comply with E.O. 13224 and U.S. laws that prohibit transactions with, and the provisions of resources and support to, individuals and organizations associated with terrorism. Recipients are legally responsible to ensure compliance with the Order and laws.
Article 37	Trafficking Victims Protection Act of 2000 (TVPA) Trafficking in Persons. Recipients must comply with the requirements of the government-wide financial assistance award term which implements Section 106 (g) of the Trafficking Victims Protection Act of 2000 (TVPA), codified as amended at 22 U.S.C. § 7104. The award term is located at 2 C.F.R. § 175.15, the full text of which is incorporated here by reference.
Article 38	Universal Identifier and System of Award Management Requirements for System for Award Management and Unique Entity Identifier Recipients are required to comply with the requirements set forth in the government-wide financial assistance award term regarding the System for Award Management and Universal Identifier Requirements located at 2 C.F.R. Part 25, Appendix A, the full text of which is incorporated here by reference.
Article 39	USA PATRIOT Act of 2001 Recipients must comply with requirements of Section 817 of the Uniting and Strengthening America by Providing Appropriate Tools Required to Intercept and Obstruct Terrorism Act of 2001 (USA PATRIOT Act), which amends 18 U.S.C. §§ 175–175c.
Article 40	Use of DHS Seal, Logo and Flags Recipients must obtain permission from their DHS FAO prior to using the DHS seal(s), logos, crests or reproductions of flags or likenesses of DHS agency officials, including use of the United States Coast Guard seal, logo, crests or reproductions of flags or likenesses of Coast Guard officials.
Article 41	Whistleblower Protection Act Recipients must comply with the statutory requirements for whistleblower protections (if applicable) at 10 U.S.C. § 2409, 41 U.S.C. § 4712, and 10 U.S.C. § 2324, 41 U.S.C. §§ 4304 and 4310.

Article 42	Environmental Planning and Historic Preservation (EHP) Review
	<p>DHS/FEMA funded activities that may require an Environmental Planning and Historic Preservation (EHP) review are subject to the FEMA EHP review process. This review does not address all federal, state, and local requirements. Acceptance of federal funding requires the recipient to comply with all federal, state and local laws. DHS/FEMA is required to consider the potential impacts to natural and cultural resources of all projects funded by DHS/FEMA grant funds, through its EHP review process, as mandated by: the National Environmental Policy Act; National Historic Preservation Act of 1966, as amended; National Flood Insurance Program regulations; and any other applicable laws and executive orders. General guidance for FEMA's EHP process is available on the DHS/FEMA Website at: https://www.fema.gov/grants/guidance-tools/environmental-historic. Specific applicant guidance on how to submit information for EHP review depends on the individual grant program and applicants should contact their grant Program Officer to be put into contact with EHP staff responsible for assisting their specific grant program. The EHP review process must be completed before funds are released to carry out the proposed project; otherwise, DHS/FEMA may not be able to fund the project due to noncompliance with EHP laws, executive orders, regulations, and policies. If ground disturbing activities occur during construction, applicant will monitor ground disturbance, and if any potential archaeological resources are discovered the applicant will immediately cease work in that area and notify the pass-through entity, if applicable, and DHS/FEMA.</p>
Article 43	Applicability of DHS Standard Terms and Conditions to Tribes
	<p>The DHS Standard Terms and Conditions are a restatement of general requirements imposed upon recipients and flow down to sub-recipients as a matter of law, regulation, or executive order. If the requirement does not apply to Indian tribes or there is a federal law or regulation exempting its application to Indian tribes, then the acceptance by Tribes of, or acquiescence to, DHS Standard Terms and Conditions does not change or alter its inapplicability to an Indian tribe. The execution of grant documents is not intended to change, alter, amend, or impose additional liability or responsibility upon the Tribe where it does not already exist.</p>
Article 44	Acceptance of Post Award Changes
	<p>In the event FEMA determines that an error in the award package has been made, or if an administrative change must be made to the award package, recipients will be notified of the change in writing. Once the notification has been made, any subsequent requests for funds will indicate recipient acceptance of the changes to the award. Please call FEMA Grant Management Operations at (866) 927-5646 or via e-mail to: ASK-GMD@fema.dhs.gov if you have any questions.</p>

Article 45	Disposition of Equipment Acquired Under the Federal Award For purposes of original or replacement equipment acquired under this award by a non-state recipient or non-state sub-recipients, when that equipment is no longer needed for the original project or program or for other activities currently or previously supported by a federal awarding agency, you must request instructions from FEMA to make proper disposition of the equipment pursuant to 2 C.F.R. section 200.313. State recipients and state sub-recipients must follow the disposition requirements in accordance with state laws and procedures.
Article 46	Prior Approval for Modification of Approved Budget Before making any change to the FEMA approved budget for this award, you must request prior written approval from FEMA where required by 2 C.F.R. section 200.308. For purposes of non-construction projects, FEMA is utilizing its discretion to impose an additional restriction under 2 C.F.R. section 200.308(f) regarding the transfer of funds among direct cost categories, programs, functions, or activities. Therefore, for awards with an approved budget where the federal share is greater than the simplified acquisition threshold (currently \$250,000), you may not transfer funds among direct cost categories, programs, functions, or activities without prior written approval from FEMA where the cumulative amount of such transfers exceeds or is expected to exceed ten percent (10%) of the total budget FEMA last approved. For purposes of awards that support both construction and non-construction work, FEMA is utilizing its discretion under 2 C.F.R. section 200.308(h)(5) to require the recipient to obtain prior written approval from FEMA before making any fund or budget transfers between the two types of work. You must report any deviations from your FEMA approved budget in the first Federal Financial Report (SF-425) you submit following any budget deviation, regardless of whether the budget deviation requires prior written approval.
Article 47	Indirect Cost Rate 2 C.F.R. section 200.211(b)(15) requires the terms of the award to include the indirect cost rate for the federal award. If applicable, the indirect cost rate for this award is stated in the budget documents or other materials approved by FEMA and included in the award file.
Article 48	Standard Condition #1 Any change to the approved scope of work will require re-evaluation for compliance with NEPA and other Laws and Executive Orders.
Article 49	Standard Condition #2 This review does not address all federal, state and local requirements. Acceptance of federal funding requires recipient to comply with all federal, state and local laws. Failure to obtain all appropriate federal, state and local environmental permits and clearances may jeopardize federal funding.

Article 50**Standard Condition #3**

If ground disturbing activities occur during construction, applicant will monitor ground disturbance and if any potential archeological resources are discovered, will immediately cease construction in that area and notify the State and FEMA.

Obligating document

1. Agreement No. EMF-2022-BR-044	2. Amendment No. N/A	3. Recipient No. 680278801	4. Type of Action AWARD	5. Control No. FX00058N2024T		
6. Recipient Name and Address OFFICE OF EMERGENCY SERVICES 3650 SCHRIEVER AVE MATHER, CA 95655		7. Issuing FEMA Office and Address FEMA Region IX 1111 Broadway, Suite 1200 Oakland, CA 94607-4052 510-627-7100		8. Payment Office and Address FEMA Finance Center P.O. Box 9001 Winchester, VA 22604 (540) 504-1900		
9. Name of Recipient Project Officer Blythe Denton	9a. Phone No. 9167159408	10. Name of FEMA Project Officer Building Resilient Infrastructure and Communities Program		10a. Phone No. 770-220-5200		
11. Effective Date of This Action 03/26/2024	12. Method of Payment OTHER - FEMA GO	13. Assistance Arrangement COST SHARING		14. Performance Period 03/27/2024 to 03/26/2027 Budget Period 03/27/2024 to 03/26/2027		
15. Description of Action a. (Indicate funding data for awards or financial changes)						
Program Name Abbreviation	Assistance Listings No.	Accounting Data(ACCS Code)	Prior Total Award	Amount Awarded This Action + or (-)	Current Total Award	Cumulative Non-Federal Commitment
BRIC	97.047	2024-6N-IJ22BR-R092-xxxx-4101-D	\$0.00	\$452,320.00	\$452,320.00	See Totals
		Totals	\$0.00	\$452,320.00	\$452,320.00	\$47,630.00
b. To describe changes other than funding data or financial changes, attach schedule and check here: N/A						
16. FOR NON-DISASTER PROGRAMS: RECIPIENT IS REQUIRED TO SIGN AND RETURN THREE (3) COPIES OF THIS DOCUMENT TO FEMA (See Block 7 for address)						
This is not applicable for digitally signed grant agreements.						

17. RECIPIENT SIGNATORY OFFICIAL (Name and Title)	DATE
18. FEMA SIGNATORY OFFICIAL (Name and Title)	DATE
Kathryn Lipiecki, Mitigation Division Director	03/26/2024

EMF-2022-BR-044-0010

Received
March 26, 2024
Financial Processing Unit

COUNTY OF PLUMAS

Project: BRIC22-PA01850
FIPS#: 063-00000
CalOES ID#: 063-00000-00

Suborganization name
Subrecipient organization name
OFFICE OF EMERGENCY SERVICES

Subgrant ID
EMF-2022-BR-044-0010

Subgrant type
Project scoping

Document control no.

Application
[EMF-2022-BR-044](#)

Region
IX

Federal resources awarded
\$452,320.00

Required non-federal resources
\$47,630.00

Federal resources disbursed to recipient
\$0.00

Pending disbursements to recipient
\$0.00

Balance of federal resources available
\$452,320.00

May 9, 2024

Robert Thorman
Acting Director of Public Works
Plumas County
555 Main Street
Quincy, CA 95971

Subject: Notification of Subapplication Approval

FY22 Building Resilient Infrastructure and Communities Program –
Prepare CA Match
Grant #**BRIC22**, Project #**PA01850**, FIPS #**063-00000**

Dear Mr. Thorman:

The California Governor's Office of Emergency Services (Cal OES) received notification that the Federal Emergency Management Agency (FEMA) has approved your organization's subaward application in the amount of **\$428,670.00**. A copy of the FEMA award package is enclosed for your records. In order to receive payment as a grant subrecipient, your organization must have the following on file with the Recovery Financial Processing Unit:

- A valid, current (approved within the last 3 years) Governing Body Resolution
- A Project Assurances for Federal Assistance agreement
- A Grant Subaward Face Sheet (GSAFS). Please ensure that the individual who signs the GSAFS is designated by the Governing Body Resolution as an Authorized Agent for your organization.
- A current Federal Funding Accountability and Transparency Act (FFATA) Financial Disclosure form. This form must be submitted each calendar year.
- An active registration with the federal System for Award Management (SAM) website. The registration must remain active for the duration of this grant subaward.

For your convenience, this subapplication approval package includes the required post-obligation documents as well as guides to completing and renewing a SAM registration. Please complete the documents and mail copies to the address listed at the end of this letter, keeping the originals with your records. Alternatively, you may scan and email the completed documents to the Recovery Financial Processing Unit at HMGrantsPayments@CalOES.ca.gov. Electronic copies of the post-obligation documents can also be requested at the



same address.

Payments will be made on a reimbursement basis using the enclosed Hazard Mitigation Reimbursement Request Form. A ten percent (10%) retention will be withheld from all reimbursement payments and will be released as part of the subaward closeout process.

Reimbursements can be made only for items listed on the approved subaward application. Expenditures for any other work should be separately maintained and are the sole responsibility of the subrecipient. Any funds received in excess of current needs or approved amounts, or those found owed as a result of a final inspection or audit, must be refunded to the State within 30 days of receipt of an invoice from Cal OES.

When mailing documents to the Recovery Financial Processing Unit, please use the following address:

California Governor's Office of Emergency Services
Attention: Recovery Financial Processing Unit
3650 Schriever Avenue
Mather, CA 95655

For further assistance regarding post-obligation documents or the reimbursement request process, please contact the Recovery Financial Processing Unit at (916) 845-8110 or at HMGrantsPayments@caloes.ca.gov. For program-related questions, please contact the Hazard Mitigation Assistance Branch at (916) 328-7450.

Recovery Financial Processing Unit

Enclosures

c: Subrecipient's Project File



3650 SCHRIEVER AVENUE • MATHER, CA 95655
RECOVERY FINANCIAL PROCESSING UNIT
(916) 845-8110

May 9, 2024

Robert Thorman
Acting Director of Public Works
Plumas County
555 Main Street
Quincy, CA 95971

Subject: Notification of Approval for Subrecipient Management Cost Funding

FY22 Building Resilient Infrastructure and Communities Program –
Prepare CA Match
Grant #**BRIC22**, Project #**PA01850**, FIPS #**063-00000**

Dear Mr. Thorman:

The California Governor's Office of Emergency Services (Cal OES) received notification that the Federal Emergency Management Agency (FEMA) has approved **\$23,650.00** in funding for subrecipient management costs (SRMC). SRMC are costs incurred while administering a Hazard Mitigation grant subaward. A copy of the FEMA award package is enclosed for your records.

Payments are made on a reimbursement basis using the specialized Subrecipient Management Cost Reimbursement Request Form. Subrecipients are reminded to document their SRMC separately from direct project expenditures. To qualify for SRMC reimbursement, subrecipients must first incur and seek reimbursement for direct project expenditures via the specialized Project Expenditures Reimbursement Request Form. Reimbursement for SRMC is capped at five percent of a project's cumulative direct project expenditures. Please note that your organization must maintain an active registration in the SAM.gov (System for Award Management) database for the duration of this grant subaward.

Please read the enclosed supplement. In accordance with Title 44 Code of Federal Regulations, Part 206.440, if you disagree with FEMA's obligated amount or scope of work listed in the supplement, you can appeal. All appeals must be in writing and received by Cal OES within 60 days from the receipt of this letter. If you have any questions or need assistance, please contact the Recovery Financial Processing Unit at (916) 845-8110 or at HMGrantsPayments@caloes.ca.gov.

Recovery Financial Processing Unit
Enclosures
c: Subrecipient's Project File



3650 SCHRIEVER AVENUE • MATHER, CA 95655
RECOVERY FINANCIAL PROCESSING UNIT
(916) 845-8110



Disaster No: BRIC22-PA01850
Cal OES ID No: 063-00000
UEI No: YXZZPBLCRFY6

PROJECT ASSURANCES FOR FEDERAL ASSISTANCE

SUBRECIPIENT'S NAME: Plumas County
(Name of Organization)

PRIMARY MAILING ADDRESS: 555 Main Street
CITY: Quincy STATE: CA ZIP CODE: 95971
TELEPHONE: 530-283-6214 FAX NUMBER: 530-283-6134
CA ASSEMBLY DIST: 1 CA SENATE DIST: 1 U.S. CONGRESSIONAL DIST: 3
Visit sos.ca.gov/elections/who-are-my-representatives to find your district number.
AUTHORIZED AGENT: Rob Thorman
TITLE: Acting Director of Public Works
EMAIL ADDRESS: robthorman@countyofplumas.com

ASSURANCES – CONSTRUCTION PROGRAMS

Note: Certain of these assurances may not be applicable to all your projects. If you have questions, please contact the California Governor's Office of Emergency Services. Further, certain federal assistance awarding agencies may require applicants to certify to additional assurances. If such is the case, you will be notified.

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

1. Has the legal authority to apply for federal assistance, and the institutional, managerial and financial capability (including funds sufficient to pay the non-federal share of project costs) to ensure proper planning, management, and completion of the project described in this application.
2. Will give the awarding agency, the Comptroller General of the United States, Federal Office of Inspector General 2 CFR 200.336, and if appropriate, the state, through any authorized representative, access to and the right to examine all records, books, papers, or documents related to the assistance; and will establish a proper accounting system in accordance with generally accepted accounting standards or agency directives.



3. Will not dispose of, modify the use of, or change the terms of the real property title, or other interest in the site and facilities without permission and instructions from the awarding agency. Will record the federal interest in the title of real property in accordance with awarding agency directives and will include a covenant in the title of real property acquired in whole or in part with federal assistance funds to assure nondiscrimination during the useful life of the project.
4. Will comply with the requirements of the assistance-awarding agency with regard to the drafting, review and approval of construction plans and specifications.
5. Will provide and maintain competent and adequate engineering supervision at the construction site to ensure that the complete work conforms with the approved plans and specifications and will furnish progress reports and such other information as may be required by the assistance awarding agency or state.
6. Will initiate and complete the work within the applicable time frame after receipt of approval of the awarding agency.
7. Will establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest, or personal gains.
8. Will comply with the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. §§ 4801 et seq.), which prohibits the use of lead-based paint in construction or rehabilitation of residential structures.
9. Will comply with all federal statutes relating to nondiscrimination. These include but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (P.L 88-352) which prohibits discrimination on the basis of race, color, or national origin; (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §§ 1681-1683 and 1685-1686) which prohibits discrimination on the basis of sex; (c) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794) which prohibit discrimination on the basis of handicaps; (d) the Age Discrimination Act of 1975, as amended (42 U.S.C. §§ 6101-6107) which prohibits discrimination on the basis of age; (e) the Drug Abuse Office and Treatment Act of 1972 (P.L. 93-255) as amended, relating to nondiscrimination on the basis of drug abuse; (f) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616) as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism; (g) §§ 523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. 290 dd-3 and 290 ee-3) as amended, relating to confidentiality of alcohol and drug abuse patient records; (h) Title VIII of the Civil Rights Act of



1968 (42 U.S.C. § 3601 et seq.), as amended, relating to nondiscrimination in the sale, rental, or financing of housing; (i) any other nondiscrimination provisions in the specific statute(s) under which application for federal assistance is being made, and (j) the requirements on any other non-discrimination statute(s) which may apply to the application.

10. Will comply, or has already complied, with the requirements of Titles II and III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (P.L. 91-646) which provides for fair and equitable treatment of persons displaced or whose property is acquired as a result of federal and federally assisted programs. These requirements apply to all interests in real property acquired for project purposes regardless of federal participation in purchases.
11. Will comply with the flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973 (P.L. 93-234) which requires recipients in a special flood hazard area to participate in the program and to purchase flood insurance if the total cost of insurable construction and acquisition is \$5,000 or more.
12. Will comply with environmental standards which may be prescribed pursuant to the following: (a) institution of environmental quality control measures under the National Environmental Policy Act of 1969 (P.O. 91-190) and Executive Order (EO) 11514; (b) notification of violating facilities pursuant to EO 11738; (c) protection of wetlands pursuant to EO 11990; (d) evaluation of flood hazards in floodplains in accordance with EO 11988; (e) assurance of project consistency with the approved state management program developed under the Coastal Zone Management Act of 1972 (16 U.S.C. §§ 1451 et seq.); (f) conformity of federal actions to State (Clean Air) Implementation Plans under Section 176(c) of the Clean Air Act of 1955, as amended (42 U.S.C. § 7401 et seq.); (g) protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended, (P.L. 93-523); and (h) protection of endangered species under the Endangered Species Act of 1973, as amended (P.O. 93-205).
13. Will comply with the Wild and Scenic Rivers Act of 1968 (16 U.S.C. §§ 1271 et seq.) related to protecting components or potential components of the national wild and scenic rivers system.
14. Will assist the awarding agency in assuring compliance with Section 106 of the National Historic Preservation Act of 1966, as amended (16 U.S.C. 470), EO 11593 (identification and preservation of historic properties), and the Archeological and Historic Preservation Act of 1974 (16 U.S.C. 469a-1 et seq.).



15. Will comply with Standardized Emergency Management (SEMS) requirements as stated in the California Emergency Services Act, Government Code, Chapter 7 of Division 1 of Title 2, Section 8607.1(e) and CCR Title 19, Sections 2445, 2446, 2447, and 2448.
16. Subrecipients expending \$750,000 or more in federal grant funds annually are required to secure an audit pursuant to OMB Uniform Guidance 2 CFR Part 200, Subpart F. Will cause to be performed the required financial and compliance audits in accordance with the Single Audit Act of 1984 and the Single Audit Act Amendments of 1996.
17. Will disclose in writing any potential conflict of interest to the Federal awarding agency or pass-through entity in accordance with §200.112.
18. Will comply with all applicable requirements of all other federal laws, Executive Orders, regulations and policies governing this program.
19. Has requested through the State of California, federal financial assistance to be used to perform eligible work approved in the subrecipient application for federal assistance. Will, after the receipt of federal financial assistance, through the State of California, agree to the following:
 - a. The state warrant covering federal financial assistance will be deposited in a special and separate account and will be used to pay only eligible costs for projects described above.
 - b. To return to the State of California such part of the funds so reimbursed pursuant to the above numbered application, which are excess to the approved actual expenditures as accepted by final audit of the federal or state government.
 - c. In the event the approved amount of the above numbered project application is reduced, the reimbursement applicable to the amount of the reduction will be promptly refunded to the State of California.
20. The non-Federal entity for a Federal award must disclose, in a timely manner, in writing to the Federal awarding agency or pass-through entity all violations of Federal criminal law involving fraud, bribery, or gratuity violations potentially affecting the Federal award §200.113. Failure to make required disclosures can result in any of the remedies described in §200.338 Remedies for noncompliance, including suspension or debarment.



21. Will not make any award or permit any award (subaward or contract) to any party which is debarred or suspended or is otherwise excluded from or ineligible for participation in Federal assistance programs under Executive Order 12549 and 12689, "Debarment and Suspension."

"I, the official named below, CERTIFY UNDER PENALTY OF PERJURY that I am duly authorized by Plumas County
(Name of Organization)

to enter into this agreement for and on behalf of said subrecipient, and by my signature do bind the subrecipient to the terms thereof."

Rob Thorman

PRINTED NAME



SIGNATURE OF AUTHORIZED AGENT

Acting Director of Public Works

7/10/24

TITLE

DATE



September 23, 2024

Rob Thorman
Acting Director of Public Works
Plumas County
520 Main Street, RM 203
Quincy, CA 95971-9114

Subject: **Notification of Grant Subaward Face Sheet and Amendment Approval**
FY22 Building Resilient Infrastructure and Communities Program – Prepare CA Match
Grant #**BRIC22**, Project #**PA01850**, FIPS #**063-00000**

Dear Mr. Thorman:

The California Governor's Office of Emergency Services (Cal OES) has approved the Grant Subaward Face Sheet and Amendment #1 for the grant subaward referenced above. A copy of the finalized Grant Subaward Face Sheet and amendment are enclosed with this letter. These are official documents for the grant subaward agreement between Cal OES and your organization. Please retain the forms as part of your organization's records related to this project.

Please note that, per FEMA guidelines, your organization must maintain an active registration in the federal SAM.gov (System for Award Management) database for the duration of this grant subaward.

For assistance regarding this grant subaward or the reimbursement request process, please contact the Recovery Financial Processing Unit at (916) 845-8110 or at HMGrantsPayments@CalOES.ca.gov.

For assistance regarding program requirements or project details, please contact the Prepare CA program specialists at HMA@caloes.ca.gov.

Recovery Financial Processing Unit
Enclosures
c: Subrecipient's Project File



3650 SCHRIEVER AVENUE • MATHER, CA 95655
RECOVERY FINANCIAL PROCESSING UNIT
(916) 845-8110

Cal OES #	063-00000-00	FIPS #	063-00000	VS#	Subaward #	BRIC22-PA01850
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CALIFORNIA GOVERNOR'S OFFICE OF EMERGENCY SERVICES
GRANT SUBAWARD FACE SHEET

The California Governor's Office of Emergency Services (Cal OES) hereby makes a Grant Subaward of funds to the following:

1. Subrecipient:	County of Plumas	1a. SAM UEI#:	YXZZPBLCRFY6
2. Implementing Agency:	Plumas County Planning Department	2a. SAM UEI#:	YXZZPBLCRFY6
3. Implementing Agency Address:	555 Main Street (Street)	Quincy (City)	95971 (Zip+4)
4. Location of Project:	Greenville (City)	Plumas (County)	95947 (Zip+4)
5. Disaster/Program Title:	Prepare CA Match	6. Performance/ Budget Period:	7/1/2023 (Start Date) to 3/31/2026 (End Date)
7. Indirect Cost Rate (please circle):	N/A	10% de minimis	Federally Approved ICR (if applicable): %

Item Number	Grant Year	Fund Source	A. State	B. Federal	C. Total	D. Cash Match	E. In-Kind Match	F. Total Match	G. Total Cost
8.									
9.	2021	GF	\$47,630.00						\$47,630.00
10.									
11.									
12.									
Total	Project	Cost	\$47,630.00	\$0.00	\$47,630.00	\$0.00	\$0.00	\$0.00	\$47,630.00

13. Certification - This Grant Subaward consists of this title page, the application for the grant, which is attached and made a part hereof, the Assurances/Certifications, and any attached Special Conditions. I hereby certify I am vested with the authority to enter into this Grant Subaward, and have the approval of the City/County Financial Officer, City Manager, County Administrator, Governing Board Chair, or other Approving Body. The Subrecipient certifies that all funds received pursuant to this agreement will be spent exclusively on the purposes specified in the Grant Subaward. The Subrecipient accepts this Grant Subaward and agrees to administer the grant project in accordance with the Grant Subaward as well as all applicable state and federal laws, audit requirements, federal program guidelines, and Cal OES policy and program guidance. The Subrecipient further agrees that the allocation of funds may be contingent on the enactment of the State Budget.

14. CA Public Records Act - Grant applications are subject to the California Public Records Act, Government Code section 7920 et seq. Do not put any personally identifiable information or private information on this application. If you believe that any of the information you are putting on this application is exempt from the Public Records Act, please attach a statement that indicates what portions of the application and the basis for the exemption. Your statement that the information is not subject to the Public Records Act will not guarantee that the information will not be disclosed.

15. Official Authorized to Sign for Subrecipient:

Name: John Mannie

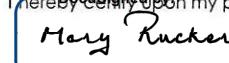
Payment Mailing Address: 555 Main Street

Signature: 

16. Federal Employer ID Number: 946000528

(FOR Cal OES USE ONLY)

I hereby certify, upon my personal knowledge that budgeted funds are available for the period **3/7/2024** to **3/31/2026** of this expenditure stated above.


Mary Rucker
(Cal OES Fiscal Officer)

3/7/2024

(Date)

Eric Swanson
(Cal OES Director or Designee)

3/7/2024

(Date)

ENY: 2021/22 Chapter: 21

SL: 15102

Item: 0690-106-0001

Pgm: 0385

Fund: General Fund

DS
JH

Title: Prepare CA Match

Amount: \$47,630.00

Project No.: OES21HHP000000

SC: 2023 - 15102

Acitivity ID: LA15102HPC0000

CALIFORNIA GOVERNOR'S OFFICE OF EMERGENCY SERVICES

GRANT SUBAWARD AMENDMENT

SUBAWARD #: BRIC22-PA01850

FIPS# 063-00000 SAM ID# YXZZPBLCRFY6 Amendment# 1
 Project # PA01850 Performance Period 7/1/2023 to 3/26/2027

This amendment is between the California Governor's Office of Emergency Services, hereafter called Cal OES, and the Subrecipient: Plumas County

The Subrecipient agrees to the amendment of this Grant Subaward Agreement as specified below.

AMENDMENT TO FUNDS

Increase federal funds by \$452,320.00 from \$0.00 to \$452,320.00;

RECEIVED

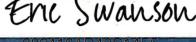
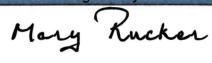
By Local Assistance at 8:45 am, Sep 11, 2024

AMENDMENT TO END DATE

To change the end date of the grant award from 3/31/2026 to 3/26/2027. This end date adjustment is needed so that Cal OES' project records align with FEMA's documentation.

SPECIAL CONDITIONS: See attached Special Conditions page for information related to the 3/27/24 project start date and the 3/31/26 state funding availability deadline.

All other provisions of this agreement shall remain as previously agreed upon.

Subrecipient (Certification and Signature of Authorized Agent)	
By (Authorized Signature) 	Date <u>7/10/24</u>
Printed Name Rob Thorman	Title Acting Director of Public Works
Address 555 Main Street, Quincy, CA 95971 520 Main Street, RM 203, Quincy, CA 95971-9114 (MG)	
Governor's Office of Emergency Services (For Cal OES use only)	
By Director or Designee 	Date 8/19/2024
Printed Name Eric Swanson	Title Deputy Director - Finance
Amount Encumbered by this Document	Fund Source Labels
\$452,320.00	ENY: 2021/22 Chapter:21 Item: 0690-106-0001 Fund: General Fund Title: Prepare CA Match Project No.: OES21HHPG000000 Activity ID: LA15102HHPG0000 PO# 23DR0052-00
Prior Amount Encumbered	Amount:\$0.00 SC: 2023-15102
Total Amount Encumbered to Date	ENY: 2024/25 Chapter: 22 Item: 0690-101-0890 FAIN: EMF-2022-BR-044 Fund: Federal Trust Title: Building Resilient Infrastructure and Communities Match Req: 25% on TPC Project No.: OES22BRIC000012 Activity ID: LA14832BRIC0000
\$499,950.00	SL: 14832 Pgm: 0385 3/27/24 - 3/26/27 AL: 97.047 Amount: \$452,320.00 SC: 2024 - 14832
<p>I hereby certify upon my own personal knowledge that budgeted funds are available for the period and purpose of the expenditure stated above.</p> <p>24LA0060-00</p>	
Signature of Cal OES Fiscal Officer 	Date 8/19/2024

SPECIAL CONDITIONS

The subrecipient shall not have expended any funding nor have started its project prior to 3/27/24.

At the time of obligation, the \$47,630.00 general fund portion of this grant subaward is set to expire before the overall project performance period end date. Unless this funding availability is extended, the \$47,630.00 portion of this grant subaward must be expended by 3/31/26, and documentation related these expenditures will be due to the Hazard Mitigation Assistance Branch by 4/20/26.

Failure to comply with these requirements may result in the withholding and disallowance of grant payments, the reduction or termination of the grant subaward and/or the denial of future grant funds.



M E M O R A N D U M

Date: October 25, 2024

To: Prepare California Match Subrecipients

ds
RF

From: Hazard Mitigation, Robyn Fennig, State Hazard Mitigation Officer

Subject: Prepare California Match Funding Period of Performance

Recent legislation has extended the timeline of availability for Prepare California Match funded projects. The previous expiration date of Prepare California Match funding was March 31, 2026, and has now been extended to March 31, 2033. No action is required from Subrecipients at this time. Prepare California Match funding will continue to have a Period of Performance concurrent with the Federally funded Hazard Mitigation Assistance Project for which the matching funds cover the Non-Federal Cost Share requirement.

There are no additional Prepare California Match funds available, as such this only impacts subrecipients who have already been awarded Prepare California Match funds.

For any questions related to your Prepare California Match project, please contact your Grant Specialist or email HMA@caloes.ca.gov.

Contract Provisions Guide

Navigating Contract Provisions for Recipient and Subrecipient Contracts Under FEMA Awards

Version 2, Effective October 1, 2024

(FI-207-21-0001)

Procurement Under Grants Division



FEMA

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Introduction

Recipients and subrecipients of grant funding from the Federal Emergency Management Agency (FEMA) will often use contractors to help them carry out work under their awards. These contracts are a commercial transaction between the recipients and subrecipients and their contractor, and FEMA has no contractual relationship with the recipient's or subrecipient's contractors. Although FEMA is not a party to the contract, if a recipient or subrecipient is using federal funding to pay for the contract, the recipient or subrecipient must comply with applicable federal laws, including the federal procurement standards.

The [federal procurement standards](#) for recipients and subrecipients are described in Title 2 of the Code of Federal Regulations (C.F.R.), Part 200, sections 200.317- 200.327. [2 C.F.R. § 200.327](#) states that “recipient's or subrecipient's contracts *must contain the applicable provisions* described in [Appendix II of this part](#)” (emphasis added).

Prior to purchasing goods and services under a FEMA award, recipients and subrecipients must be mindful of the date the federal award is made or the disaster declared because this date determines the applicable federal procurement standards including the required contract provisions in 2 C.F.R. Part 200. This document applies to all FEMA awards made or disasters declared on or after October 1, 2024, and includes the Office of Management and Budget (OMB) Revisions to the federal procurement standards effective on October 1, 2024. For [FEMA financial assistance programs subject to BABAA](#), recipient and subrecipient contracts for infrastructure projects must include a BABAA provision. The BABAA provision is applicable to FEMA awards made on or after October 23, 2023.

For FEMA awards made or disasters declared between November 12, 2020, through September 30, 2024, please refer to the [Contract Provisions Guide](#) dated June 2021 for the required federal contract provisions. For FEMA awards made or disasters declared before November 12, 2020, please refer to the [Contract Provisions Template](#) for required federal contract provisions. For questions regarding applicable federal procurement standards including the required contract provisions, please contact the FEMA Procurement Under Grants Division.

This document is designed to help FEMA recipients and subrecipients navigate Appendix II to Part 200 –Contract Provisions for Non-Federal Entity Contracts Under Federal Awards. Additionally, this document also describes contract clauses where 2 C.F.R. Part 200 requires clauses to be included but does not mandate specific language. In those cases, FEMA has provided suggested language in this document. In addition to the contract clauses [required](#) by 2 C.F.R. Part 200, this document includes [recommended](#) contract clauses that are pursuant to FEMA's authorities. **FEMA does not recommend incorporating by reference.** FEMA recommends including the name of the recipient or subrecipient conducting the purchase under a FEMA award in the blank sections when using sample language from this Guide.

This document provides:

- Suggested language or references to find suggested language for some of the federally required clauses.
- Required language for clauses that require recipient and subrecipient contracts to include specific language.
- Sample language for some of the federally recommended clauses.

This document does *not* provide:

- Sample language for certain federally required or recommended clauses that must be drafted in accordance with the recipient's or subrecipient's applicable laws, rules, and procedures.
- Contract provisions required by applicable state, tribal, or local laws or rules separate from the federal procurement standards.

Many of the provisions described in this document only apply when certain circumstances are present, such as the type of work being procured, the dollar amount, or the date when it is procured. Each section will describe the applicable requirements. See [Table A](#) for applicability of required contract provisions and [Table B](#) for recommended contract provisions by FEMA.

NOTE: The recipient or subrecipient is solely responsible for ensuring that all language included in its contracts meets the requirements of 2 C.F.R. Part 200, including 2 C.F.R. § 200.327 and Appendix II. Additionally, the required language noted below is current as of the date of the publication of this document and it is the recipient's and subrecipient's responsibility to ensure the required language used in the contract is consistent with applicable statutes. While the Contract Provisions Guide provides general guidance, recipients or subrecipients should reach out to their applicable FEMA grant program representative(s) if they have specific questions on the applicability of the contract provisions to a particular FEMA grant program.

Contract Provisions Quick Reference Guide

[Table A](#) and [Table B](#) are designed to help FEMA recipients and subrecipients conduct a quick reference of the applicability of a specific contract provision and whether sample contract language is included within this Guide to incorporate within the recipient's or subrecipient's contract.

The Tables are divided between the [required](#) contract provisions set forth under 2 C.F.R. Part 200 Appendix II and those that FEMA [recommends](#) in addition to those required by 2 C.F.R. Part 200.

Table A: Required Contract Provisions

	Provision (Appendix II Section)	Applicability	Sample Contract Language Included	Grant Program Applicability
1	Legal/contractual /administrative remedies for breach of contract (A)	Contract is greater than the Federal simplified acquisition threshold (SAT), currently \$250,000.	No. Based on the recipient's or subrecipient's procedures.	All. NOTE: AFG must include a penalty clause in all contracts for any AFG-funded vehicle.
2	Termination for cause and convenience (B)	Contract is greater than \$10,000.	No. Based on the recipient's or subrecipient's procedures.	All
3	Equal Employment Opportunity (C)	Contracts and subcontracts for construction work; exact language from 41 C.F.R. § 60-1.4(b) required.	Yes. Exact language from 41 C.F.R. § 60-1.4(b) included.	All
4	Davis-Bacon Act (D)	Contracts and subcontracts for construction work over \$2,000; required language at 29 C.F.R. § 5.5(a).	Yes, via reference to required language at 29 C.F.R. § 5.5(a).	Required for EMPG , HSGP , NSGP , THSGP , PSGP , TSGP , IPR , and HHPD .
5	Copeland “Anti-Kickback” Act (D)	Contracts and subcontracts for construction work over \$2,000.	Yes	Required for EMPG , HSGP , NSGP , THSGP , PSGP , TSGP , IPR , and HHPD .

	Provision (Appendix II Section)	Applicability	Sample Contract Language Included	Grant Program Applicability
6	Contract Work Hours and Safety Standards Act (E)	Contracts and subcontracts over \$100,000 and if for mechanics or laborers; exact language required from 29 C.F.R. § 5.5(b).	Yes. Exact language required from 29 C.F.R. § 5.5(b).	All
7	Rights to inventions made under a contract or agreement (F)	Funding agreement.	Yes	This clause is not required under the PA , HMGP , FMA , BRIC , PDM , FMAG , HMGP Post Fire , CCP , DCM , IHP-ONA , or Safeguarding Tomorrow RLF programs, as FEMA Awards under these programs do not meet the definition of " funding agreement ".
8	Clean Air Act and federal Water Pollution Control Act (G)	Contracts and subcontracts greater than \$150,000.	Yes	All
9	Debarment and Suspension (H)	Contracts and subcontracts greater than \$25,000.	Yes	All
10	Byrd Anti-Lobbying Amendment (I)	Contracts and subcontracts greater than \$100,000. Clause and certification required.	Yes. Clause and certification.	All
11	Procurement of Recovered Materials (J)	Only applies if a recipient or subrecipient is a state or political subdivision of a state; work involves the use of materials, and the contract is for more than \$10,000. NOTE: Not applicable for Indian Tribal governments and nonprofit organizations.	Yes	All

	Provision (Appendix II Section)	Applicability	Sample Contract Language Included	Grant Program Applicability
12	Prohibition on Contracting for Covered Telecommunications Equipment or Services (K)	Contracts and subcontracts under FEMA declaration or grant award issued on or after November 12, 2020.	Yes	All
13	Domestic Preferences for Procurements (L)	Contracts under FEMA declaration or grant award issued on or after November 12, 2020.	Yes	All
14	Build America, Buy America Act (BABAA) (M)	Infrastructure projects under applicable grant awards issued on or after January 2, 2023.	Yes	FEMA financial assistance programs subject to BABAA.

Table B: Recommended Contract Provisions

	Provision	Applicability	Sample Contract Language Included
1	Access to Records	All	Yes
2	Contract Changes or Modifications	All	No. It depends on nature of contract and end-item procured.
3	DHS Seal, Logo, and Flags	All	Yes
4	Compliance with Federal Law, Regulations, and Executive Orders	All	Yes
5	No Obligation by Federal Government	All	Yes
6	Program Fraud and False or Fraudulent Statements or Related Acts	All	Yes
7	Socioeconomic Contracting	All	Yes
8	Copyright	All procurements that may involve creation of copyrightable material.	Yes
9	Build America, Buy America Act (BABAA) for Architectural and/or Engineering Contracts	FEMA financial assistance programs subject to BABAA.	Yes
10	Providing Good, Safe Jobs to Workers	All	Yes
11	Buy Clean	PA, BRIC, and HMGP	Yes

Required Contract Provisions

1. Remedies

Contracts must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms and must provide for sanctions and penalties as appropriate.¹

1.1 Applicability

This contract provision is required for contracts over the SAT,² currently set at \$250,000 for procurements made on or after June 20, 2018.³ For all other contracts at or below the SAT under FEMA programs, FEMA suggests including a remedies provision, but this is not required.

1.2 Additional Considerations

For FEMA's Assistance to Firefighters Grant Program (AFG), recipients must include a penalty clause in all contracts for any AFG-funded vehicle, regardless of dollar amount.⁴ In that situation, the contract must include a clause addressing that non-delivery by the contract's specified date or other vendor nonperformance will require a penalty of no less than \$100 per day until such time that the vehicle, compliant with the terms of the contract, has been accepted by the recipient.⁵ This penalty clause should, however, account for *force majeure* or acts of God. AFG recipients should refer to the applicable year's Notice of Funding Opportunity (NOFO) for additional information.

2. Termination for Cause and Convenience

Contracts must address termination for cause and for convenience by the recipient or subrecipient, including the manner by which it will be carried out and the basis for settlement.⁶

¹ 2 C.F.R. Part 200, Appendix II, § A.

² FEMA Grant Programs Directorate Information Bulletin No. 434, Increases and Changes to the Micro-Purchase and Simplified Acquisition Thresholds (Aug. 28, 2018), https://www.fema.gov/sites/default/files/2020-08/ib_434_changes_micro_purch_simp_acquisition_thresholds.pdf.

³ For procurements subject to 2 C.F.R. Part 200 that were made before June 20, 2018, the SAT was \$150,000.

⁴ 2 C.F.R. Part 200, Appendix II, § A.

⁵ E.g., Fiscal Year 2023 Assistance to Firefighters Grant Program Notice of Funding Opportunity, available at <https://www.grants.gov/search-results-detail/351954>.

⁶ 2 C.F.R. Part 200, Appendix II, § B.

2.1 Applicability

This contract provision is required for contracts and purchase orders exceeding \$10,000.⁷ For contracts at or below \$10,000, FEMA suggests including a termination for cause provision, but this is not required.

2.2 Additional Considerations

FEMA recommends that termination clauses be actionable and specific. For example, a termination clause that allows for 60-day notice of termination for a contract with a 30-day duration may not be actionable. Additionally, if a contract allows for due oral or written notice of termination, it should specify what is considered due oral or written notice.

3. Equal Employment Opportunity

This contract provision promotes and ensures equal opportunity for all persons, without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin under federally assisted construction contracts.⁸

3.1 Applicability

This contract provision is required for all procurements that meet the definition of a “federally assisted construction contract,” unless otherwise stated in 41 C.F.R. Part 60.⁹

3.2 Key Definitions

- **Federally Assisted Construction Contract:** The regulation at 41 C.F.R. § 60-1.3 defines a federally assisted construction contract as “any agreement or modification thereof between any applicant and a person for construction work which is paid for in whole or in part with funds obtained from the Government or borrowed on the credit of the Government pursuant to any federal program involving a grant, contract, loan, insurance, or guarantee, or undertaken pursuant to any federal program involving such grant, contract, loan, insurance, or guarantee, or any application or modification thereof approved by the Government for a grant, contract, loan, insurance, or guarantee under which the applicant itself participates in the construction work.”
- **Construction Work:** The regulation at 41 C.F.R. § 60-1.3 defines construction work as “the construction, rehabilitation, alteration, conversion, extension, demolition or repair of buildings, highways, or other changes or improvements to real property, including facilities providing utility

⁷ *Id.*

⁸ [Executive Order 11246](#), “Equal Employment Opportunity” ([30 FR 12319](#), [12935](#), [3 C.F.R. Part, 1964-1965 Comp.](#), p. 339), as amended by [Executive Order 11375](#), “Amending [Executive Order 11246](#) Relating to Equal Employment Opportunity.”

⁹ 2 C.F.R. Part 200, Appendix II, § C.

services. The term also includes the supervision, inspection, and other onsite functions incidental to the actual construction.”

- **Contract:** The regulation at 41 C.F.R. § 60-1.3 defines contract as “any Government contract or subcontract or any federally assisted construction contract or subcontract.”

NOTE: Additional definitions pertaining to this contract provision can be found at 41 C.F.R. § 60-1.3.

3.3 Required Language

The regulation at 41 C.F.R. § 60-1.4(b) requires, except as otherwise provided or exempted in 41 C.F.R. Part 60, the insertion of the following contract clause:

“During the performance of this contract, the Contractor agrees as follows:

(1) The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following:

Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

(2) The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.

(3) The Contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.

(4) The Contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided

advising the said labor union or workers' representatives of the Contractor's commitments under this section and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(5) The Contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

(6) The Contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(7) In the event of the Contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(8) The Contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The Contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance:

Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the Contractor may request the United States to enter such litigation to protect the interests of the United States.

The Applicant further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: *Provided*, that if the applicant so participating is a State or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the contract.

The Applicant agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of

Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance.

The Applicant further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive Order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive Order. In addition, the Applicant agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: Cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the applicant under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such applicant; and refer the case to the Department of Justice for appropriate legal proceedings."

4. Davis-Bacon Act

This statute requires that contractors must pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in the Secretary of Labor's wage determination. Additionally, contractors are required to pay wages at least once per week.¹⁰ Additional requirements are listed below, and relevant definitions are at 29 C.F.R. § 5.2. Recipients and subrecipients should refer to the applicable NOFO or other program guidance or contact their applicable FEMA grant representative for additional information on how to implement this requirement.

4.1 Applicability

When required by the federal program legislation, all prime construction contracts over \$2,000 awarded by recipients or subrecipients must include a provision for compliance with the Davis-Bacon Act.¹¹

The Davis-Bacon Act does not apply to all FEMA financial assistance programs. Recipients and subrecipients should refer to applicable NOFO or other program guidance or contact their applicable FEMA grant representative to determine if this provision is required for the procurement. However, the Davis-Bacon Act clause is not federally required for procurements under FEMA's Public Assistance (PA) or Hazard Mitigation Assistance (HMA) Programs.

¹⁰ 40 U.S.C. §§ 3141-3144 and 3146-3148. The Davis-Bacon Act is supplemented by Department of Labor regulations at 29 C.F.R. Part 5 (Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction).

¹¹ 2 C.F.R. Part 200, Appendix II, § D.

4.2 Additional Requirements

If applicable, in addition to the requirements mentioned in the beginning of this section, the recipient or subrecipient must do the following:

- The recipient or subrecipient must place a copy of the Department of Labor's current prevailing wage determination in each solicitation. Contracts or subcontracts must be awarded on the condition that the prevailing wage determination is accepted. The recipient or subrecipient must report all suspected or reported violations to the federal agency.¹²
- Contracts subject to the Davis-Bacon Act, must also include a provision for compliance with the Copeland "Anti-Kickback" Act.¹³ See Required Contract Provisions, Section 5. Copeland Anti-Kickback Act in this document for additional information. According to 29 C.F.R. § 5.5(a)(5), the regulatory requirements for the Copeland "Anti-Kickback" Act are incorporated by reference into the required contract provision, so a separate contract provision is not necessary. However, the recipient or subrecipient may include a separate contract provision specific to the Copeland "Anti-Kickback" Act.
- Per Department of Labor's implementing regulations for the Davis-Bacon Act, the recipient's or subrecipient's contractor and any subcontractors are required to insert, or incorporate by reference, the clauses contained at 29 C.F.R. § 5.5(a)(1)-(11)¹⁴ into any subcontracts.
- Follow the other requirements of the Davis-Bacon Act and implementing regulations.¹⁵

4.3 Required Language¹⁶

If applicable per the standard described above, the recipient or subrecipient must include the provisions at 29 C.F.R. § 5.5(a)(1)-(11) in full into all applicable contracts, and all applicable contractors must include these provisions in full in any subcontracts.¹⁷

5. Copeland "Anti-Kickback" Act

The Copeland "Anti-Kickback" Act prohibits workers on construction contracts from giving up wages that they are owed.¹⁸ Additional requirements are listed below, and relevant definitions are at 29 C.F.R. § 3.2. The applicable implementing regulations are intended to assist with enforcement of the

¹² 2 C.F.R. Part 200, Appendix II, § D.

¹³ *Id.*

¹⁴ 29 C.F.R. § 5.5(a)(6).

¹⁵ 40 U.S.C. §§ 3141-3144, 3146-3148; 29 C.F.R. § Part 5.

¹⁶ 29 C.F.R. § 5.5(a).

¹⁷ 29 C.F.R. § 5.5(a)(6).

¹⁸ 40 U.S.C. § 3145. The Copeland "Anti-Kickback" Act is supplemented by Department of Labor regulations at 29 C.F.R. Part 3 (Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States).

Davis-Bacon Act's minimum wage provisions as well as various statutes with similar minimum wage provisions for federally assisted construction.¹⁹

5.1 Applicability

For all prime construction contracts above \$2,000, when the Davis-Bacon Act also applies,²⁰ recipients or subrecipients must include a provision in contracts and subcontracts for compliance with the Copeland "Anti-Kickback" Act.²¹ The Copeland "Anti-Kickback" Act does not apply to all FEMA financial assistance programs. Recipients or subrecipients should refer to applicable NOFO or other program guidance or contact their applicable FEMA grant representative to determine if this provision is required for the procurement. However, the Copeland "Anti-Kickback" Act clause is not federally required for procurements under FEMA's PA or HMA Programs.

5.2 Additional Requirements

If applicable, the recipient or subrecipient must do the following:

- Include a provision for compliance with the Copeland "Anti-Kickback" Act.²² According to the implementing regulations for the Davis-Bacon Act, the regulatory requirements for the Copeland "Anti-Kickback" Act are incorporated by reference into the required contract provision for the Davis-Bacon Act. Therefore, a separate contract provision is not necessary. However, the recipient or subrecipient may include a separate contract provision specific to the Copeland "Anti-Kickback" Act with language suggested below.
- The Copeland "Anti-Kickback Act" prohibits each contractor or subcontractor from any form of persuading a person employed in construction, completion, or repair of public work to give up any part of their rightful compensation. The recipient or subrecipient must report all suspected or reported violations of the Copeland "Anti-Kickback Act" to FEMA.²³
- Each contractor and subcontractor must provide weekly reports of the wages paid during the prior week's payroll period to each employee covered by the "Copeland Anti-Kickback" Act and the Davis-Bacon Act.²⁴ The reports must be delivered to a representative of a federal or state agency in charge at the building or work site by the contractor or subcontractor within seven days of the payroll period's payment date.²⁵
- Follow the other requirements of the Copeland "Anti-Kickback" Act and implementing regulations.²⁶

¹⁹ 29 C.F.R. § 3.1.

²⁰ 2 C.F.R. Part 200, Appendix II, § D; 29 C.F.R. §§ 3.1, 3.3(c).

²¹ 2 C.F.R. Part 200, Appendix II, § D.

²² *Id.*

²³ *Id.*

²⁴ 29 C.F.R. § 3.3(b).

²⁵ 29 C.F.R. § 3.4(a).

²⁶ 40 U.S.C. § 3145; 29 C.F.R. Part 3.

5.3 Suggested Language

The following provides a sample contract clause:

“Compliance with the Copeland “Anti-Kickback” Act.

Contractor. The Contractor shall comply with 18 U.S.C. § 874, 40 U.S.C. § 3145, and the requirements of 29 C.F.R. Part 3 as may be applicable, which are incorporated by reference into this contract.

Subcontracts. The Contractor or Subcontractor shall insert in any subcontracts the clause above and such other clauses as FEMA may by appropriate instructions require, and a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The Prime Contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all these contract clauses.

Breach. A breach of the contract clauses above may be grounds for termination of the contract, and for debarment as a contractor and subcontractor as provided in 29 C.F.R. § 5.12.”

6. Contract Work Hours and Safety Standards Act

Where applicable,²⁷ contracts must include a provision for compliance with statutory requirements on work hours and safety standards.²⁸ Under 40 U.S.C. § 3702, each contractor must base wages for every mechanic and laborer on a standard 40-hour work week. Work over 40 hours is allowed, so long as the worker is paid at least one and a half times the base pay rate for all hours worked over 40 in the work week. Additionally, for construction work, under 40 U.S.C. § 3704, work surroundings and conditions for laborers and mechanics must not be unsanitary or unsafe. Relevant definitions are at 40 U.S.C. § 3701 and 29 C.F.R. § 5.2.

6.1 Applicability

This required contract provision applies to all procurements over \$100,000 that involve the employment of mechanics, laborers, and construction work.²⁹ These requirements do not apply to the purchase of supplies, materials, or articles ordinarily available on the open market, contracts for transportation or transmission of intelligence.³⁰

²⁷ 40 U.S.C. §§ 3701-3708.

²⁸ 40 U.S.C. §§ 3702, 3704. The Contract Work Hours and Safety Standards Act is supplemented by Department of Labor regulations at 29 C.F.R. Part 5, 2 C.F.R. Part 200, Appendix II, § E.

²⁹ 2 C.F.R. Part 200, Appendix II, § E.

³⁰ *Id.*

6.2 Additional Requirements

If applicable per the standard described above, the recipient or subrecipient must include the provisions at 29 C.F.R. § 5.5(b)(1)-(5), verbatim, into all applicable contracts, and all applicable contractors must include these provisions, in full, into any subcontracts.³¹

In addition to the required language from 29 C.F.R. § 5.5(b)(1)-(5), in any contract subject only to the Contract Work Hours and Safety Standards Act and not to any other statutes cited in 29 C.F.R. § 5.1, the recipient or subrecipient must also insert a clause meeting the requirements of 29 C.F.R. § 5.5(c). Specific language is not required, but FEMA has provided suggested language below.

6.3 Required Language

For the required contract provision, the language from 29 C.F.R. § 5.5(b)(1)-(5) is provided below for ease of reference. The language provided is current as of the date of publication of the Contract Provisions Guide. However, 29 C.F.R. § 5 may be updated periodically, such that recipients and subrecipients are encouraged to reference the regulations for the most current language.

“Compliance with the Contract Work Hours and Safety Standards Act.

(1) Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

(2) Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (b)(1) of this section the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages and interest from the date of the underpayment. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchpersons and guards, employed in violation of the clause set forth in paragraph (b)(1) of this section, in the sum of \$32 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (b)(1).

(3) Withholding for unpaid wages and liquidated damages—

(i) Withholding Process. The **(insert name of recipient or subrecipient)** may, upon its own action, or must, upon written request of an authorized representative of the Department of

³¹ 29 C.F.R. § 5.5(b)(1), (4).

Labor, withhold or cause to be withheld from the contractor so much of the accrued payments or advances as may be considered necessary to satisfy the liabilities of the prime contractor or any subcontractor for any unpaid wages; monetary relief, including interest; and liquidated damages required by the clauses set forth in this paragraph (b) on this contract, any other federal contract with the same prime contractor, or any other federally assisted contract subject to the Contract Work Hours and Safety Standards Act that is held by the same prime contractor (as defined in § 5.2). The necessary funds may be withheld from the contractor under this contract, any other federal contract with the same prime contractor, or any other federally assisted contract that is subject to the Contract Work Hours and Safety Standards Act and is held by the same prime contractor, regardless of whether the other contract was awarded or assisted by the same agency, and such funds may be used to satisfy the contractor liability for which the funds were withheld.

(ii) *Priority to withheld funds.* The Department has priority to funds withheld or to be withheld in accordance with paragraph (a)(2)(i) or (b)(3)(i) of this section, or both, over claims to those funds by:

- (A) A contractor's surety(ies), including without limitation performance bond sureties and payment bond sureties;
- (B) A contracting agency for its reprocurement costs;
- (C) A trustee(s) (either a court-appointed trustee or a U.S. trustee, or both) in bankruptcy of a contractor, or a contractor's bankruptcy estate;
- (D) A contractor's assignee(s);
- (E) A contractor's successor(s); or
- (F) A claim asserted under the Prompt Payment Act, 31 U.S.C. 3901-3907.

(4) *Subcontracts.* The contractor or subcontractor must insert in any subcontracts the clauses set forth in paragraphs (b)(1) through (5) of this section and a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor is responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (b)(1) through (5). In the event of any violations of these clauses, the prime contractor, and any subcontractor(s) responsible will be liable for any unpaid wages and monetary relief, including interest from the date of the underpayment or loss, due to any workers of lower-tier subcontractors, and associated liquidated damages and may be subject to debarment, as appropriate.

(5) *Anti-retaliation.* It is unlawful for any person to discharge, demote, intimidate, threaten, restrain, coerce, blacklist, harass, or in any other manner discriminate against, or to cause any person to discharge, demote, intimidate, threaten, restrain, coerce, blacklist, harass, or in any other manner discriminate against, any worker or job applicant for:

- (i) Notifying any contractor of any conduct which the worker reasonably believes constitutes a violation of the Contract Work Hours and Safety Standards Act (CWHSSA) or its implementing regulations in this part;
- (ii) Filing any complaint, initiating, or causing to be initiated any proceeding, or otherwise asserting or seeking to assert on behalf of themselves or others any right or protection under CWHSSA or this part;
- (iii) Cooperating in any investigation or other compliance action, or testifying in any proceeding under CWHSSA or this part; or
- (iv) Informing any other person about their rights under CWHSSA or this part.”

6.4 Suggested Language

For contracts that are subject only to the Contract Work Hours and Safety Standards Act and are not subject to the other laws referenced by 29 C.F.R. § 5.1 where an additional contract provision is required, FEMA suggests including the following language:

“Further Compliance with the Contract Work Hours and Safety Standards Act.

- (1) The contractor or subcontractor must maintain regular payrolls and other basic records during the course of the work and must preserve them for a period of three years after all the work on the prime contract is completed for all laborers and mechanics, including guards and watchpersons, working on the contract. Such records must contain the name; last known address, telephone number, and email address; and social security number of each such worker; each worker’s correct classification(s) of work performed; hourly rates of wages paid; daily and weekly number of hours actually worked; deductions made; and actual wages paid.
- (2) Records to be maintained under this provision must be made available by the contractor or subcontractor for inspection, copying, or transcription by authorized representatives of the Department of Homeland Security, the Federal Emergency Management Agency, and the Department of Labor, and the contractor or subcontractor will permit such representatives to interview workers during working hours on the job.”

7. Rights to Inventions Made Under a Contract or Agreement

This contract provision outlines the rules governing the ownership of inventions created using federal funds. If the FEMA award meets the definition of funding agreement³² and the recipient or subrecipient enters any contract involving substitution of parties, assignment, or performance of

³² Funding agreement definition found under 37 C.F.R. § 401.2(a).

experimental, developmental, or research work under that funding agreement, then the recipient or subrecipient must comply with the requirements of 37 C.F.R. Part 401 and any implementing regulations issued by FEMA.

7.1 Applicability

This provision does not apply to all FEMA financial assistance programs. Recipients and subrecipients should refer to applicable NOFO or other program guidance or contact their applicable FEMA grant representative to determine if this provision is required for the procurement. However, the Rights to Inventions Made Under a Contract or Agreement clause is not required for procurements under FEMA's PA Program.

7.2 Key Definitions

Funding Agreements: The regulation at 37 C.F.R. § 401.2(a) defines funding agreement as “any contract, grant, or cooperative agreement entered into between any federal agency, other than the Tennessee Valley Authority, and any contractor for the performance of experimental, developmental, or research work funded in whole or in part by the Federal Government. This term also includes any assignment, substitution of parties, or subcontract of any type entered into for the performance of experimental, developmental, or research work under a funding agreement as defined in the first sentence of this paragraph.”

8. Clean Air Act and Federal Water Pollution Control Act

Contracts must contain a provision requiring contractors to comply with the Clean Air Act³³ and the Federal Water Pollution Control Act.³⁴ Violations must be reported to FEMA and the Regional Office of the Environmental Protection Agency.³⁵

8.1 Applicability

This contract provision is required for all procurements over \$150,000.

8.2 Suggested Language

The following provides a sample contract clause:

“Clean Air Act.

The contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq.

³³ 42 U.S.C. §§ 7401-7671q. This also includes all applicable standards, orders, or regulations issued pursuant to the Clean Air Act.

³⁴ 33 U.S.C. §§ 1251-1387, as amended.

³⁵ 2 C.F.R. Part 200, Appendix II, § G.

The contractor agrees to report each violation to the (name of recipient or subrecipient entering the contract) and understands and agrees that the (name of the recipient or subrecipient entering the contract) will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.

The contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with federal assistance provided by FEMA.

Federal Water Pollution Control Act

The contractor agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. § 1251 et seq.

The contractor agrees to report each violation to the (name of the recipient or subrecipient entering the contract) and understands and agrees that the (name of the recipient or subrecipient entering into the contract) will, in turn, report each violation as required to assure notification to the (name of the pass-through entity, if applicable), Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.

The contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with federal assistance provided by FEMA.”

9. Suspension and Debarment

Recipients, subrecipients, contractors, and subcontractors are subject to suspension and debarment regulations.³⁶ Applicable contracts and subcontracts must include a provision requiring compliance with suspension and debarment regulations.³⁷

9.1 Applicability

The suspension and debarment clause is required for all contracts and subcontracts for \$25,000 or more, all contracts that require the consent of an official of a federal agency, and all contracts for federally required audit services.³⁸

³⁶ 2 C.F.R. Part 180 (implementing Executive Order 12549, Debarment and Suspension (1986) and Executive Order 12689, Debarment and Suspension (1989)); 2 C.F.R. Part 3000 (Department of Homeland Security regulations for Nonprocurement Debarment and Suspension, implementing 2 C.F.R. Part 180).

³⁷ 2 C.F.R. § 180; 2 C.F.R. Part 200, Appendix II, § H; 2 C.F.R. § 3000.332.

³⁸ 2 C.F.R. § 180.220(b); 2 C.F.R. § 3000.220.

Local governments and nonprofits, even for procurements under \$25,000, must also comply with the regulation requiring local governments and nonprofits to only award contracts to responsible vendors.³⁹

9.2 Additional Requirements

The suspension and debarment regulations restrict awards, subawards, contracts, and subcontracts with parties that are suspended, debarred, or otherwise excluded, or declared ineligible for participation in federal assistance programs and activities.⁴⁰

If applicable, a contract or subcontract must not be made to parties listed on the governmentwide exclusions in the System for Award Management (SAM). SAM Exclusions is the list maintained by the General Services Administration that contains the names of parties that are suspended, debarred, or otherwise excluded, or declared ineligible under statutory or regulatory authority other than Executive Order 12549.⁴¹ SAM Exclusions can be accessed at www.SAM.gov.⁴²

In general, an “excluded” party cannot receive a federal grant award or a contract considered to be a “covered transaction,” which includes parties that receive federal funding indirectly such as subawards and subcontracts. The key to the exclusion is whether there is a covered transaction. A covered transaction is a non-procurement transaction at either a primary or secondary tier.⁴³

Specifically, a covered transaction includes the following contracts for goods or services under FEMA financial assistance programs:

- The contract is at least \$25,000;
- The contract requires the approval of FEMA, regardless of amount;
- The contract is for federally required audit services; or,
- It is a subcontract for \$25,000 or more.⁴⁴

³⁹ 2 C.F.R. § 200.318(h). For contracts and subcontracts under \$25,000, a contract provision is only required if those contracts or subcontracts are for federally required audit services or require the consent of a federal agency. However, even where a contract provision is not required, local governments and nonprofits must still ensure they are only awarding contracts to responsible vendors.

⁴⁰ 2 C.F.R. Part 200, Appendix II, § H; 2 C.F.R. § 200.213; 2 C.F.R. Parts 180, 3000.

⁴¹ 2 C.F.R. Part 200, Appendix II, § H.

⁴² 2 C.F.R. § 180.530.

⁴³ The regulations at 2 C.F.R. Parts 180 and 3000 are titled “nonprocurement” because they do not apply to procurements by the Federal Government but rather to federal financial assistance. There are separate debarment and suspension regulations covering procurements by the Federal Government. However, although the term “covered transactions” under 2 C.F.R. Parts 180 and 3000 does not include contracts awarded by the Federal Government, it does include some contracts awarded by recipients and subrecipients.

⁴⁴ 2 C.F.R. §§ 180.220, 3000.220.

9.3 Suggested Language

The following provides a suspension and debarment clause. It also incorporates an optional method of verifying that contractors are not excluded or disqualified: ⁴⁵

“Suspension and Debarment

This contract is a covered transaction for purposes of 2 C.F.R. Part 180 and 2 C.F.R. Part 3000. As such, the contractor is required to verify that none of the contractor's principals (defined at 2 C.F.R. § 180.995) or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).

The contractor must comply with 2 C.F.R. Part 180, subpart C and 2 C.F.R. Part 3000, subpart C, and must include a requirement to comply with these regulations in any lower tier covered transaction it enters.

This certification is a material representation of fact relied upon by **(insert name of recipient/subrecipient)**. If it is later determined that the contractor did not comply with 2 C.F.R. Part 180, subpart C and 2 C.F.R. Part 3000, subpart C, in addition to remedies available to **(insert name of recipient/subrecipient)**, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.

The bidder or proposer agrees to comply with the requirements of 2 C.F.R. Part 180, subpart C and 2 C.F.R. Part 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.”

10. Byrd Anti-Lobbying Amendment

Recipients or subrecipients who intend to award contracts of more than \$100,000, and their contractors who intend to award subcontracts of more than \$100,000, must include a contract provision prohibiting the use of federal appropriated funds to influence officers or employees of the Federal Government.⁴⁶ Contractors that apply or bid for a contract for more than \$100,000 must also file the required certification regarding lobbying.⁴⁷

Each tier certifies to the tier above that it will not and has not used federal appropriated funds to pay any person or organization for influencing or attempting to influence an employee of a federal

⁴⁵ Per 2 C.F.R. § 180.300, a recipient or subrecipient about to enter an applicable contract, or a contractor about to enter into an applicable subcontract, must verify that the contractor or subcontractor is not excluded or disqualified by doing one of three things: 1) check SAM Exclusions; 2) collect a certification from the contractor or subcontractor; or 3) add a clause or condition to the contract or subcontract. The additional suggested language in this sample clause is for purposes of this requirement.

⁴⁶ 31 U.S.C. §1352(a), (b), (d)(1)(c)(2).

⁴⁷ 2 C.F.R. Part 200, Appendix II, § I (citing 31 U.S.C. § 1352); 44 C.F.R. § 18.110.

agency, a Member of Congress, an employee of Congress, or an employee of a Member of Congress in connection with receiving any federal contract, grant, or other award covered by 31 U.S.C. § 1352.

The required certification form is found in FEMA regulations.⁴⁸ Each tier must also disclose any lobbying with non-federal funds that takes place in connection with obtaining any federal funding. These disclosures are forwarded from tier to tier, all the way up to the federal agency.⁴⁹

10.1 Applicability

The Byrd Anti-Lobbying Amendment clause and certification are required for contracts and subcontracts of more than \$100,000.

10.2 Suggested Language

The following provides a sample contract clause:

“Byrd Anti-Lobbying Amendment, as amended, 31 U.S.C. § 1352.

Contractors who apply or bid for an award of more than \$100,000 shall file the required certification. Each tier certifies to the tier above that it will not and has not used federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, officer or employee of Congress, or an employee of a Member of Congress in connection with obtaining any federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-federal funds that takes place in connection with obtaining any federal award. Such disclosures are forwarded from tier to tier up to the recipient who in turn will forward the certification(s) to the federal agency.”

10.3 Required Certification

10.3.1 REQUIRED CERTIFICATION LANGUAGE

If applicable, contractors must sign and submit the following certification to the recipient or subrecipient with each bid or offer exceeding \$100,000:

“APPENDIX A, 44 C.F.R. PART 18 – CERTIFICATION REGARDING LOBBYING.

Certification for Contracts, Grants, Loans, and Cooperative Agreements

⁴⁸ 44 C.F.R. §§ 18.100, 18.110; 44 C.F.R. Part 18, Appendix A. FEMA’s regulations at 44 C.F.R. Part 18 implement the requirements of 31 U.S.C. § 1352 and provides, in Appendix A to Part 18, a copy of the certification that is required to be completed by each entity as described in 31 U.S.C. § 1352.

⁴⁹ 44 C.F.R. §§ 18.100, 18.110; 44 C.F.R. Part 18, Appendix B. The specific form for disclosures is referenced in Appendix B to 44 C.F.R. Part 18 and is SF-LLL, also available at https://apply07.grants.gov/apply/forms/readonly/SFLLL_2_0-V2.0.pdf.

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

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

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

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

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

10.4 Recommended Signature Line:

At the end of the certification language, FEMA recommends including the following signature line:

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

Signature of Contractor's Authorized Official

Name and Title of Contractor's Authorized Official

Date

11. Procurement of Recovered Materials

Applicable recipients or subrecipients must comply with Section 6002 of the Solid Waste Disposal Act⁵⁰ and include a contract provision requiring compliance with this requirement.⁵¹ Additional requirements are listed below.

11.1 Applicability

This required contract provision applies to all procurements made by a state agency or political subdivision of a state and its contractors for certain items, as designated by the Environmental Protection Agency, with a purchase price greater than \$10,000.⁵²

11.2 Additional Requirements

The requirements include:

- Procuring only items designated in EPA guidelines⁵³ that contain the highest practical percentage of recovered materials consistent with maintaining competition, where the purchase price of the item is greater than \$10,000, or the value of the amount of items purchased in the preceding fiscal year was greater than \$10,000;
- Procuring solid waste management services in a way that maximizes energy and resource recovery; and
- Establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.⁵⁴

In addition, recipients and subrecipients should, to the greatest extent practicable, purchase, acquire, or use products and services that can be reused, refurbished, or recycled; contain recycled content, are biobased, or are energy and water efficient; and are sustainable.⁵⁵

⁵⁰ Pub. L. No. 89-272 (1965) (codified as amended by the Resource Conservation and Recovery Act at 42 U.S.C. § 6962). 2 C.F.R. § 200.323.

⁵¹ 2 C.F.R. Part 200, Appendix II, § J (citing 2 C.F.R. § 200.323).

⁵² 2 C.F.R. Part 200, Appendix II, § J; 2 C.F.R. § 200.323; 40 C.F.R. Part 147.

⁵³ 40 C.F.R. Part 247.

⁵⁴ 42 U.S.C. § 6962; 2 C.F.R. § 200.323.

⁵⁵ 2 C.F.R. § 200.323(b); Executive Order 14057, Catalyzing Clean Energy Industries and Jobs Through Federal Sustainability (2021).

11.3 Suggested Language

The following provides a sample contract clause:

“In the performance of this contract, the Contractor shall make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired—

- a) Competitively within a timeframe providing for compliance with the contract performance schedule;
- b) Meeting contract performance requirements; or
- c) At a reasonable price.

Information about this requirement, along with the list of EPA-designated items, is available at [Comprehensive Procurement Guideline \(CPG\) Program | US EPA](#). The Contractor also agrees to comply with all other applicable requirements of Section 6002 of the Solid Waste Disposal Act.

The Contactor should, to the greatest extent practicable and consistent with the law, purchase, acquire, or use products and services that can be reused, refurbished, or recycled; contain recycled content, are biobased, or are energy and water efficient; and are sustainable.”

12. Prohibition on Contracting for Covered Telecommunications Equipment or Services

Section 889(b)(1) of the [John S. McCain National Defense Authorization Act for Fiscal Year 2019 \(FY 2019 NDAA\)](#) and [2 C.F.R. § 200.216](#), as implemented by [FEMA Policy 405-143-1, Prohibitions on Expenditure FEMA Award Funds for Covered Telecommunications Equipment or Services](#), prohibit the obligation or expending of federal award funds on certain telecommunication products or from certain entities for national security reasons. Effective August 13, 2020, FEMA recipients and subrecipients, as well as their contractors and subcontractors, may not obligate or expend any FEMA award funds to:

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

12.1 Applicability

As of November 12, 2020, all FEMA recipients and subrecipients, and their contractors and subcontractors, are required to include this contract provision in all FEMA-funded contracts and subcontracts, including any purchase orders.⁵⁶

12.2 Suggested Language

The following provides a sample contract clause:

“Prohibition on Contracting for Covered Telecommunications Equipment or Services.”

- (a) Definitions.** As used in this clause, the terms backhaul; covered foreign country; covered telecommunications equipment or services; interconnection arrangements; roaming; substantial or essential component; and telecommunications equipment or services have the meaning as defined in FEMA Policy 405-143-1, Prohibitions on Expenditure of FEMA Award Funds for Covered Telecommunications Equipment or Services, as used in this clause—
- (b) Prohibitions.**
 - 1) Section 889(b) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019, Pub. L. No. 115-232, and 2 C.F.R. § 200.216 prohibit the head of an executive agency on or after Aug. 13, 2020, from obligating or expending grant, cooperative agreement, loan, or loan guarantee funds on certain telecommunications products or from certain entities for national security reasons.
 - 2) Unless an exception in paragraph (c) of this clause applies, the contractor and its subcontractors may not use grant, cooperative agreement, loan, or loan guarantee funds from the Federal Emergency Management Agency to:
 - i. Procure or obtain any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology of any system;
 - ii. Enter, extend, or renew a contract to procure or obtain any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology of any system;
 - iii. Enter, extend, or renew contracts with entities that use covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system; or

⁵⁶ 2 C.F.R. Part 200, Appendix II, § K (citing 2 C.F.R. § 200.216).

- iv. Provide, as part of its performance of this contract, subcontract, or other contractual instrument, any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system.

(c) Exceptions.

- 1) This clause does not prohibit contractors from providing—
 - i. A service that connects to the facilities of a third-party, such as backhaul, roaming, or interconnection arrangements; or
 - ii. Telecommunications equipment that cannot route or redirect user data traffic or permit visibility into any user data or packets that such equipment transmits or otherwise handles.
- 2) By necessary implication and regulation, the prohibitions also do not apply to:
 - i. Covered telecommunications equipment or services that:
 - a. Are not used as a substantial or essential component of any system; and
 - b. Are not used as critical technology of any system.
 - ii. Other telecommunications equipment or services that are not considered covered telecommunications equipment or services.

3) Reporting requirement.

- 1) In the event the contractor identifies covered telecommunications equipment or services used as a substantial or essential component of any system, or as critical technology as part of any system, during contract performance, or the contractor is notified of such by a subcontractor at any tier or by any other source, the contractor shall report the information in paragraph (d)(2) of this clause to the recipient or subrecipient, unless elsewhere in this contract are established procedures for reporting the information.
- 2) The Contractor shall report the following information pursuant to paragraph (d)(1) of this clause:
 - i. Within one business day from the date of such identification or notification: The contract number; the order number(s), if applicable; supplier name; supplier unique entity identifier (if known); supplier Commercial and Government Entity (CAGE) code (if known); brand; model number (original equipment manufacturer number, manufacturer part number, or wholesaler number); item description; and any readily available information about mitigation actions undertaken or recommended.

- ii. Within 10 business days of submitting the information in paragraph (d)(2)(i) of this clause: Any further available information about mitigation actions undertaken or recommended. In addition, the contractor shall describe the efforts it undertook to prevent use or submission of covered telecommunications equipment or services, and any additional efforts that will be incorporated to prevent future use or submission of covered telecommunications equipment or services.

(e) **Subcontracts.** The Contractor shall insert the substance of this clause, including this paragraph (e), in all subcontracts and other contractual instruments.”

13. Domestic Preferences for Procurements

The recipient or subrecipient should, to the greatest extent practicable and consistent with law, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States. This includes, but is not limited to, iron, aluminum, steel, cement, and other manufactured products.⁵⁷

13.1 Applicability

For procurements made under grant awards or declarations issued on or after November 12, 2020, all FEMA recipients and subrecipients are required to include in all contracts and purchase orders for work or products a contract provision encouraging domestic preference for procurements.⁵⁸ Programs receiving federal financial assistance for infrastructure projects may also be subject to the Build America, Buy America Act preferences set forth in 2 C.F.R. Part 184.

13.2 Suggested Language

The following provides a sample contract clause:

“Domestic Preference for Procurements.”

The Contractor should, to the greatest extent practicable and consistent with law, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States. This includes, but is not limited to, iron, aluminum, steel, cement, and other manufactured products.

For purposes of this clause:

Produced in the United States means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.”

⁵⁷ 2 C.F.R. § 200.322.

⁵⁸ 2 C.F.R. Part 200, Appendix II, § L (citing 2 C.F.R. § 200.322). The requirements of 2 C.F.R. § 200.322 must also be included in all subawards.

14. Build America, Buy America Act

The Build America, Buy America Act (BABAA) requires all federal agencies, including FEMA, to ensure that no federal financial assistance for “infrastructure” projects is provided unless all the iron, steel, manufactured products, and construction materials used in the project are produced in the United States.⁵⁹

14.1 Applicability

The BABAA domestic preference requirements are applicable to infrastructure projects funded under subject FEMA financial assistance program awards issued on or after Jan. 2, 2023, as well as new funding FEMA obligates to existing awards or through renewal awards where the new funding is obligated on or after Jan. 2, 2023.⁶⁰

The BABAA contract provision and self-certification are required for contracts and subcontracts for infrastructure projects that are subject to the BABAA requirements unless the requirement is waived.⁶¹ For additional information on types of BABAA waivers, please refer to FEMA’s website at ["Buy America" Preference in FEMA Financial Assistance Programs for Infrastructure | FEMA.gov](#).

14.2 Suggested Language

The following provides a sample contract clause:

“Build America, Buy America Act (BABAA).

Contractors and their subcontractors who apply or bid for an award for an infrastructure project subject to the domestic preference requirement in the Build America, Buy America Act shall file the required certification to **(insert name of recipient/subrecipient)** with each bid or offer for an infrastructure project, unless a domestic preference requirement is waived by FEMA. Contractors and subcontractors certify that no federal financial assistance funding for infrastructure projects will be provided unless all the iron, steel, manufactured products, and construction materials used in the project are produced in the United States. BABAA, Pub. L. No. 117-58, §§ 70901-52. Contractors and subcontractors shall also disclose any use of federal financial assistance for infrastructure projects that does not ensure compliance with BABAA domestic preference requirements. Such disclosures shall be forwarded to the recipient who, in turn, will forward the disclosures to FEMA, the federal agency; subrecipients will forward disclosures to the pass-through entity, who will, in turn, forward the disclosures to FEMA.”

⁵⁹ 2 C.F.R. § 184.1(b).

⁶⁰ FEMA Policy: *Buy America Preference in FEMA Financial Assistance Programs for Infrastructure*, April 25, 2024.

⁶¹ 2 C.F.R. § 184.4(b).

14.3 Required Self-Certification

For FEMA financial assistance programs subject to BABAA, contractors and subcontractors must sign and submit the following certification to the next tier (e.g., subcontractors submit to the contractor; contractors submit to the recipient or subrecipient) each bid or offer for an infrastructure project that has not been waived by a BABAA waiver:⁶²

“The undersigned certifies, to the best of their knowledge and belief, that:

The Build America, Buy America Act (BABAA) requires that no federal financial assistance for “infrastructure” projects is provided “unless all of the iron, steel, manufactured products, and construction materials used in the project are produced in the United States.” Section 70914 of Public Law No. 117-58, §§ 70901-52.

The undersigned certifies that for the (**insert name of project**) that the iron, steel, manufactured products, and construction materials used in this contract are in full compliance with the BABAA requirements including:

1. All iron and steel used in the project are produced in the United States. This means all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.
2. All manufactured products purchased with FEMA financial assistance must be produced in the United States. For a manufactured product to be considered produced in the United States, the cost of the components of the manufactured product that are mined, produced, or manufactured in the United States is greater than 55% of the total cost of all components of the manufactured product, unless another standard for determining the minimum amount of domestic content of the manufactured product has been established under applicable law or regulation.
3. All construction materials are manufactured in the United States. This means that all manufacturing processes for the construction material occurred in the United States.

The (**insert name of contractor or subcontractor**), certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the (**insert name of contractor or subcontractor**) understands and agrees that the provisions of 31 U.S.C. Chap. 38, Administrative Remedies for False Claims and Statements, apply to this certification and disclosure, if any.”

Signature of (**insert name of contractor or subcontractor**) Authorized Official

Name and Title of (**insert name of contractor or subcontractor**) Authorized Official

⁶² *Id.*

Date

FEMA Recommended Contract Provisions

The federal procurement standards authorize FEMA to require or recommend additional provisions for recipient and subrecipient contracts. Therefore, FEMA recommends the following:

1. Access to Records

A recipient or subrecipient and its contractors and subcontractors must give the Department of Homeland Security and FEMA access to records associated with their awards during the required record retention period and as long as the records are retained.⁶³ All parties agree to comply with DHS provisions about accessing people, places, and things related to the federal financial award as necessary or as required by DHS regulations or other applicable laws and policies.⁶⁴ Additionally, for contracts entered into after August 1, 2017, under a major disaster or emergency declaration under Titles IV or V of the Robert T. Stafford Disaster Relief Act, FEMA is prohibited from funding any contracts that prevent audits or internal reviews by the FEMA Administrator or Comptroller General.⁶⁵

1.1 Suggested Language for All Procurements

The following provides a sample contract clause:

“The Contractor agrees to provide (insert recipient or subrecipient), (insert name of pass-through entity, if applicable), the FEMA Administrator, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts, and transcriptions.

The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.

The Contractor agrees to provide the FEMA Administrator or his authorized representatives access to construction or other work sites pertaining to the work being completed under the contract.”

⁶³ 2 C.F.R. §§ 200.334, 200.337.

⁶⁴ DHS Standard Terms and Conditions, available at <https://www.dhs.gov/publication/dhs-standard-terms-and-conditions>.

⁶⁵ Sections 1202 and 1225 of the Disaster Recovery Reform Act of 2018, Pub. L. No. 115-254.

1.2 Additional Suggested Language Applicable to Contracts Entered into After August 1, 2017, Under a Major Disaster or Emergency Declaration

The following provides a sample contract clause:

“In compliance with section 1225 of the Disaster Recovery Reform Act of 2018, the **(insert name of the recipient or subrecipient)** and the Contractor acknowledge and agree that no language in this contract is intended to prohibit audits or internal reviews by the FEMA Administrator or the Comptroller General of the United States.”

2. Changes

To be allowable under a FEMA grant or cooperative agreement award, the cost of any contract change, modification, amendment, addendum, change order, or constructive change must be necessary, allocable, within the scope of the grant or cooperative agreement, reasonable for the scope of work, and otherwise allowable.⁶⁶ FEMA recommends that all contracts include a changes clause that describes how, if at all, changes can be made by either party to alter the method, price, or schedule of the work without breaching the contract. The language of the clause may depend on the nature of the contract and the procured item(s) or service(s). The recipient or subrecipient should also consult their servicing legal counsel to determine whether and how contract changes are permissible under applicable state, local, or tribal laws or regulations.

3. DHS Seal, Logo, and Flags

All recipients and subrecipients and their contractors and subcontractors must obtain permission before using the DHS seal(s), logos, crests, reproductions of flags, or likenesses of DHS agency officials.⁶⁷

3.1 Suggested Language

The following provides a sample contract clause:

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

⁶⁶ 2 C.F.R. § 200.403.

⁶⁷ DHS Standard Terms and Conditions, available at <https://www.dhs.gov/publication/dhs-standard-terms-and-conditions>.

4. Compliance with Federal Law, Regulations, and Executive Orders and Acknowledgement of Federal Funding

The recipient or subrecipient and its contractors are required to comply with all applicable federal laws, regulations, and executive orders. Additionally, recipients and subrecipients must acknowledge their use of federal funding when issuing statements, press releases, requests for proposal, bid invitations, and other documents describing projects or programs funded in whole or in part with federal funds.⁶⁸ FEMA recommends that all recipients and subrecipients include a statement acknowledging that FEMA funding will be used in the contract, as well as a requirement that contractors will comply with all applicable federal law, regulations, executive orders, and FEMA policies, procedures, and directives.

4.1 Suggested Language

The following provides a sample contract clause:

“This is an acknowledgement that FEMA financial assistance will be used to fund all or a portion of the contract. The contractor will comply with all applicable federal law, regulations, executive orders, FEMA policies, procedures, and directives.”

5. No Obligation by Federal Government

FEMA is not a party to any transaction between a recipient or subrecipient and its contractor. Therefore, FEMA is not subject to any obligations or liable to any party for any matter relating to the contract between a recipient or subrecipient and its contractor.⁶⁹ FEMA recommends that the recipient or subrecipient include a statement in its contract that the Federal Government is not a party to the contract and, thus, is not subject to any obligations or liabilities to any party resulting from the contract.

5.1 Suggested Language

The following provides a sample contract clause:

“The Federal Government is not a party to this contract and is not subject to any obligations or liabilities to the recipient or subrecipient, contractor, or any other party pertaining to any matter resulting from the contract.”

⁶⁸ DHS Standard Terms and Conditions, available at <https://www.dhs.gov/publication/dhs-standard-terms-and-conditions>.

⁶⁹ E.g., 2 C.F.R. § 200.318(k) (stating that the recipient or subrecipient alone is responsible for the settlement of all contractual and administrative issues arising out of procurements).

6. Program Fraud and False or Fraudulent Statements or Related Acts

Recipients and subrecipients must comply with the requirements of the False Claims Act, which prohibits submitting false or fraudulent claims for payment to the Federal Government.⁷⁰ As part of the contract with a recipient or subrecipient, contractors must acknowledge that 31 U.S.C. Chap. 38, regarding administrative remedies for false claims and statements, applies to their actions under their contract.⁷¹ FEMA recommends that contracts include a provision prohibiting making false or fraudulent claims to the Federal Government.

6.1 Suggested Language

The following provides a sample contract clause:

“The Contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the contractor’s actions pertaining to this contract.”

7. Socioeconomic Contracting

When possible, recipients and subrecipients are encouraged to take the six socioeconomic contracting steps listed in [2 C.F.R. § 200.321](#) to ensure small businesses, minority businesses, women’s business enterprises, veteran-owned businesses, and labor surplus area firms are considered. One of the six steps is to ensure a contractor under a federal award applies the five other socioeconomic steps to subcontracts.⁷² FEMA recommends that contracts include a statement encouraging contractors to apply the socioeconomic steps to subcontracts.

7.1 Suggested Language

The following provides a sample contract clause:

“The Contractor is encouraged to take all necessary steps identified in 2 C.F.R. § 200.321(b)(1)-(5) to ensure small businesses, minority businesses, women’s business enterprises, veteran-owned businesses, and labor surplus area firms are considered when possible.”

8. Copyright

Regarding intangible property, [2 C.F.R. § 200.315](#) requires that a recipient or subrecipient provide certain licenses with respect to copyright to the federal agency. 2 C.F.R. § 200.315(b) provides to the federal agency “a royalty-free, nonexclusive, and irrevocable right to reproduce, publish, or

⁷⁰ 31 U.S.C. §§ 3729-3733.

⁷¹ DHS Standard Terms and Conditions, available at <https://www.dhs.gov/publication/fy15-dhs-standard-terms-and-conditions>.

⁷² 2 C.F.R. § 200.321; compare 2 C.F.R. § 200.317 (2019), with 2 C.F.R. § 200.317 in Office of Management and Budget, Guidance for Grants and Agreements, 85 Fed. Reg. 49,506, 49,552 (Aug. 13, 2020).

otherwise use (any work that is subject to copyright) for federal purposes and to authorize others to do so." This includes the right to require recipients and subrecipients to make such works available through agency-designated public access repositories. 2 C.F.R. § 200.315(d) provides to the Federal Government the rights to "obtain, reproduce, publish, or otherwise use" data produced under a federal award and to authorize others to do the same.

8.1 Applicability

When a recipient or subrecipient enters a contract requiring a contractor or subcontractor to produce copyrightable subject matter for the recipient or subrecipient under the award, the recipient or subrecipient should include appropriate copyright licenses to meet its obligations under 2 C.F.R. § 200.315(b) and (d). Work that is subject to copyright, or copyrightable subject matter, includes any written reports or literary works, software and/or source code, music, choreography, pictures or images, graphics, sculptures, videos, motion pictures or other audiovisual works, sound and/or video recordings, and architectural works.⁷³

8.2 Suggested Language

The following provides a sample contract clause:

"License and Delivery of Works Subject to Copyright.

The Contractor grants to the (insert name of the recipient or subrecipient), a paid-up, royalty-free, nonexclusive, irrevocable, worldwide license in data first produced in the performance of this contract to reproduce, publish, or otherwise use, including prepare derivative works, distribute copies to the public, and perform publicly and display publicly such data. For data required by the contract but not first produced in the performance of this contract, the Contractor will identify such data and grant to the (insert name of the recipient or subrecipient) or acquires on its behalf a license of the same scope as for data first produced in the performance of this contract. Data, as used herein, shall include any work subject to copyright under 17 U.S.C. § 102, for example, any written reports or literary works, software and/or source code, music, choreography, pictures or images, graphics, sculptures, videos, motion pictures or other audiovisual works, sound and/or video recordings, and architectural works. Upon or before the completion of this contract, the Contractor will deliver to the (insert name of the recipient or subrecipient) data first produced in the performance of this contract and data required by the contract but not first produced in the performance of this contract in formats acceptable by the (insert name of the recipient or subrecipient)."

⁷³ 17 U.S.C. § 102.

9. Build America, Buy America Act (BABAA) for Architectural and/or Engineering Contracts

In accordance with the Build America, Buy America Act (BABAA), FEMA must ensure that no federal financial assistance for infrastructure projects is awarded unless all of the iron, steel, manufactured products, and construction materials used in the project are produced in the United States.⁷⁴ Although architectural and/or engineering (A/E) professional services are not considered infrastructure, FEMA recommends that A/E contracts under FEMA grants that are subject to BABAA include a statement requiring contractors and subcontractors to implement a Buy America Preference in their planning and design of an infrastructure project.

9.1 Applicability

For [FEMA grants subject to BABAA](#), FEMA recommends that recipients and subrecipients include a Buy America Preference clause in A/E contracts.

9.2 Suggested Language

The following provides a sample contract clause:

"Build America, Buy America Act Preference.

Contractors and subcontractors agree to incorporate the Buy America Preference into planning and design when providing architectural and/or engineering professional services for infrastructure projects. Consistent with the Build America, Buy America Act (BABAA) Pub. L. 117-58 §§ 70901-52, no federal financial assistance funding for infrastructure projects will be used unless all the iron, steel, manufactured projects, and construction materials used in the project are produced in the United States."

10. Providing Good, Safe Jobs to Workers

Recipients and subrecipients should pursue additional steps that improve the quality of jobs on FEMA-funded projects and encourage fair labor practices and a highly skilled workforce in FEMA-funded projects by ensuring that contractors comply with applicable worker protection laws. By encouraging these practices, contractors can create high-quality, good-paying jobs, attract and retain skilled workers, increase productivity, and produce high-quality outcomes for federal projects. FEMA strongly encourages all recipients and subrecipients using FEMA financial assistance to include in their contracts a statement that contractors will comply with all applicable worker protection laws.

⁷⁴ Section 70914 of Pub. L. 117-58 §§ 70901-52; 2 C.F.R. § 200.322(c); 2 C.F.R. Part 184.1(b).

10.1 Suggested Language

The following provides a sample contract clause:

“Creating Good Jobs.

Pursuant to [FEMA Information Bulletin No. 520](#), the contractor will comply with all applicable federal labor and employment laws. To maximize cost efficiency and quality of work, the contractor commits to strong labor standards and protections for the project workforce by creating an effective plan for ensuring high-quality jobs and complying with federal labor and employment laws. The contractor acknowledges applicable minimum wage, overtime, prevailing wage, and health and safety requirements, and will incorporate [Good Jobs Principles](#) wherever appropriate and to the greatest extent practicable.”

11. Buy Clean

On August 16, 2022, the President signed the Inflation Reduction Act (IRA) into law. The IRA is applicable for disasters declared, or Notice of Funding Opportunities published, on or after August 16, 2022, and the authority expires on September 30, 2026. FEMA is authorized by Section 70006 to provide financial assistance through its Public Assistance (PA), Building Resilient Infrastructure and Communities (BRIC), Hazard Mitigation Grant Program (HMGP), HMGP Post Fire, and Congressionally Directed Pre-Disaster Mitigation (PDM) for: "(1) costs associated with low-carbon materials; and (2) incentives that encourage low-carbon and net-zero energy projects." For low carbon materials, this assistance is applicable even if those costs are higher than that of conventional materials.

The use of low carbon materials may be eligible under other FEMA grant programs provided the recipient or subrecipient follows all applicable legal and programmatic requirements.

For more information about the IRA's authorization of the use of clean, climate resilient materials see [Building Clean, Climate-Resilient Communities through FEMA's Grant Programs | FEMA.gov](#).

11.1 Applicability

For PA, HMGP, HMGP Post Fire, BRIC and PDM grants, FEMA recommends that recipients and subrecipients include a provision encouraging the consideration of low-carbon materials. Recipients and subrecipients for other FEMA grant programs may also use this provision if they wish to encourage environmentally friendly construction practices.

11.2 Suggested Language

The following provides a sample contract clause:

“(Insert name of the recipient or subrecipient) encourages the use of environmentally friendly construction practices in the performance of this Agreement. In particular, (Insert name of the recipient or subrecipient) encourages that the performance of this agreement include considering the use of low-carbon materials which have substantially lower levels of embodied greenhouse-gas emissions associated with all relevant stages of production, use, and disposal, as compared to estimated industry averages of similar materials or products as demonstrated by their environmental product declaration.”

Acronyms

AFG: Assistance to Firefighter Grants

BABAA: Build America Buy America Act

BRIC: Building Resilient Infrastructure and Communities

CAGE: Commercial and Government Entity

CCP: Crisis Counseling Assistance & Training Program

CFR: Code of Federal Regulations

DCM: Disaster Case Management

DHS: U.S. Department of Homeland Security

DRRA: Disaster Recovery and Reform Act of 2018

EMPG: Emergency Management Performance Grant

EPA: U.S. Environmental Protection Agency

FAR: Federal Acquisition Regulation

FEMA: Federal Emergency Management Agency

FMAG: Fire Management Assistance Grant Program

HHPD: High Hazard Potential Dam Grant Program

HMA: Hazard Mitigation Assistance

HMGP: Hazard Mitigation Grant Program

HSGP: Homeland Security Grant Program

IHE: Institution of Higher Education

IHP-ONA: Individuals and Households Program – Other Needs Assistance

IPR: Intercity Passenger Rail Program

IRA: Inflation Reduction Act

JFO: Joint Field Office

NDAA: National Defense Authorization Act

NOFO: Notice of Funding Opportunity

NSGP: Nonprofit Security Grant Program

OMB: Office of Management and Budget

PA: Public Assistance Program

PSGP: Port Security Grant Program

RLF: Revolving Loan Fund

SAM: System for Award Management

SAT: Simplified Acquisition Threshold

THSGP: Tribal Homeland Security Grant Program

TSGP: Transit Security Grant Program

USC: United States Code

Definitions

- **Contract:** A legal instrument by which a FEMA award recipient or subrecipient purchases property or services needed to carry out the project or program under a federal award.⁷⁵ A contract, for the purposes of this Guide, does not mean a federal award or subaward.
- **Contractor:** An entity that receives a contract.⁷⁶
- **Cooperative agreement:** A legal instrument of financial assistance between a federal agency and a recipient or between a pass-through entity and subrecipient, consistent with 31 U.S.C. 6302-6305:
 - Is used to enter into a relationship the principal purpose of which is to transfer anything of value to carry out a public purpose authorized by a law of the United States (see 31 U.S.C. 6101(3)); and not to acquire property or services for the federal government or pass-through entity's direct benefit or use;
 - Is distinguished from a grant in that it provides for substantial involvement of the federal agency or pass-through entity in carrying out the activity contemplated by the federal award.

The term does not include:

- A cooperative research and development agreement as defined in 15 U.S.C. 3710a; or

An agreement that provides only:

- Direct United States Government cash assistance to an individual;
- A subsidy;
- A loan;
- A loan guarantee; or Insurance.⁷⁷

- **Federal agency:** An “agency” as defined at 5 U.S.C. 551(1) and further clarified by 5 U.S.C. 552(f). The term generally refers to the agency that provides a federal award directly to a recipient unless the context indicates otherwise. See also definitions of federal award and recipient.⁷⁸ The federal agency discussed in this Guide is FEMA.

⁷⁵ 2 C.F.R. § 200.1 Contract.

⁷⁶ 2 C.F.R. § 200.1 Contractor.

⁷⁷ 2 C.F.R. § 200.1 Cooperative agreement.

⁷⁸ 2 C.F.R. § 200.1 Federal agency.

- **Federal award:** In this Guide, the term is used interchangeably with “FEMA Award” and means the federal financial assistance that a recipient receives directly from a federal agency or indirectly from a pass-through entity, as described in 2 C.F.R. § 200.101. The financial assistance that a recipient or subrecipient receives either directly from a federal agency or indirectly from a pass-through entity.⁷⁹
- **Federal Emergency Management Agency (FEMA):** *FEMA*’s statutory mission is to reduce the loss of life and property and protect the Nation from all hazards, including natural disasters, acts of terrorism, and other man-made disasters, by leading and supporting the Nation in a risk-based, comprehensive emergency management system of preparedness, protection, response, recovery, and mitigation.⁸⁰ Among other things:
 - FEMA administers its programs and carries out its activities through its headquarters offices in Washington, D.C.; 10 Regional Offices; Area Offices for the Pacific, Caribbean, and Alaska; various Recovery Offices; and temporary Joint Field Offices (JFO).
 - FEMA administers numerous assistance programs annually on a regular basis to increase the Nation’s preparedness, readiness, and resilience to all hazards. These assistance programs are typically available to recipients or subrecipients, including, but not limited to, states, local governments, Indian Tribes, universities, hospitals, and certain private nonprofit organizations.
 - Each program is governed by the applicable federal law, regulations, executive orders, and FEMA program-specific policies. As the federal agency for these programs, FEMA is responsible for the proper management and administration of these programs as otherwise required by law and enforcing the terms of the agreements it enters with recipients or subrecipients that receive FEMA financial assistance, consistent with the requirements at 2 C.F.R. Part 200.
- **Grant agreement or grant:** A legal instrument of financial assistance between a federal agency and a recipient or between a pass-through entity and a subrecipient, consistent with 31 U.S.C. § 6302, 6304: Is used to transfer anything of value from the federal agency or pass-through entity to the recipient or subrecipient to carry out a public purpose authorized by a law of the United States (see 31 U.S.C. § 6101(3)); and does not include an agreement that provides only:
 - Direct United States government cash assistance to an individual;
 - A subsidy;
 - A loan;
 - A loan guarantee; or
 - Insurance.⁸¹

⁷⁹ 2 C.F.R. § 200.1 *Federal award*.

⁸⁰ Homeland Security Act of 2002, Pub. L. No. 107-296, § 503 (2002) (codified as amended at 6 U.S.C. § 313).

⁸¹ 2 C.F.R. § 200.1 *Grant agreement or grant*.

- **Indian Tribe (or “federally recognized Indian tribe”):** Any Indian Tribe, band, nation, or other organized group or community, including any Alaska Native village or regional or village corporation as defined in or established pursuant to the Alaska Native Claims Settlement Act (43 U.S.C. Chapter 33), which is recognized as eligible for the special programs and services provided by the United States to Indians because of their status as Indians. See 25 U.S.C. 5304(e). This includes any Indian Tribe identified in the annually published Bureau of Indian Affairs list of [“Indian Entities Recognized and Eligible to Receive Services”](#) and other entities that qualify as an Alaska Native village or regional village corporation as defined in or established pursuant to the Alaska Native Claims Settlement Act.⁸²
- **Local government:**⁸³ Any unit of government within a state, including a:
 - County
 - Borough
 - Municipality
 - City
 - Town
 - Township
 - Parish
 - Special district
 - School District
 - Intrastate district
 - Council of governments, whether incorporated or not as a nonprofit corporation under state law
 - Local public authority, including any public housing agency under the United States Housing Act of 1937
 - Any other agency or instrumentality of a multi-regional, or intra-state or local government.
- **Nonprofit organization:** Any organization that:

⁸² 2 C.F.R. § 200.1 *Indian Tribe*.

⁸³ 2 C.F.R. § 200.1 *Local government*.

- Is operated primarily for scientific, educational, service, charitable, or similar purposes in the public interest;
- Is not organized primarily for profit;
- Uses net proceeds to maintain, improve, or expand the organization's operations; and
- Is not an IHE.⁸⁴

- **Pass-through entity:** A recipient or subrecipient that provides a subaward to a subrecipient (including lower tier subrecipients) to carry out part of a federal program. The authority of the pass-through entity under this part flows through the subaward agreement between the pass-through entity and subrecipient.⁸⁵ Pass-through entities are responsible for processing subawards to subrecipients and ensuring subrecipient compliance with the terms and conditions of the FEMA award agreement.
- **Political Subdivision:** The unit of government that the State determines to have met the State's legislative definition of a political subdivision.⁸⁶
- **Recipient:** An entity that receives a federal award directly from a federal agency to carry out an activity under a federal program. The term recipient does not include subrecipients or individuals that are participants or beneficiaries of the award.⁸⁷ A recipient is responsible for administering the federal award in accordance with applicable federal laws. Examples of recipients include state, local, Indian tribal, and territorial governments.
- **Simplified Acquisition Threshold (SAT):** The dollar amount below which a recipient or subrecipient may purchase property or services using small purchase methods (see 2 C.F.R. § 200.320). Recipients and subrecipients adopt small purchase procedures to expedite the purchase of items at or below the simplified acquisition threshold. The simplified acquisition threshold set in the FAR at 48 C.F.R. part 2, subpart 2.1 is used in this part as the simplified acquisition threshold for secondary procurement activities administered under Federal awards. The recipient or subrecipient is responsible for determining an appropriate simplified acquisition threshold, which is less than or equal to the dollar value established in the FAR, based on internal controls, an evaluation of risk, and its documented procurement procedures. Recipients and subrecipients should also determine if local government purchasing laws apply.⁸⁸ This threshold must never exceed the dollar value established in the FAR. Presently and as of June 2018, the federal SAT is \$250,000,⁸⁹ but is periodically adjusted for inflation.

⁸⁴ 2 C.F.R. § 200.1 Nonprofit organization.

⁸⁵ 2 C.F.R. § 200.1 Pass-through entity.

⁸⁶ 40 C.F.R. § 35.6015(a) Political subdivision

⁸⁷ 2 C.F.R. § 200.1 Recipient.

⁸⁸ Section 805 codified at 41 U.S.C. § 134; OMB Memo (M-18-18), available at <https://www.whitehouse.gov/wp-content/uploads/2018/06/M-18-18.pdf>.

⁸⁹ 2 C.F.R. § 200.1 Simplified acquisition threshold.

- **State:** Any state of the United States, the District of Columbia, the Commonwealth of Puerto Rico, U.S. Virgin Islands, Guam, American Samoa, the Commonwealth of the Northern Mariana Islands, and any agency or instrumentality thereof exclusive of local governments.⁹⁰ In this Guide, state is used interchangeably with “state entity”.
- **Subaward:** An award provided by a pass-through entity to a subrecipient for the subrecipient to contribute to the goals and objectives of the project by carrying out part of a federal award received by the pass-through entity. It does not include payments to a contractor, beneficiary, or participant. A subaward may be provided through any legal agreement consistent with criteria in 2 C.F.R. § 200.331, including an agreement the pass-through entity considers a contract.⁹¹ In this Guide, the term is used interchangeably with “subgrant.”
- **Subrecipient:** An entity that receives a subaward from a pass-through entity to carry out part of a federal award. The term subrecipient does not include a beneficiary or participant. A subrecipient may also be a recipient of other federal awards directly from a federal agency.⁹²

⁹⁰ 2 C.F.R. § 200.1 State. Some hospitals and IHEs as defined by 2 C.F.R. § 200.1 *Hospitals* and 2 C.F.R. § 200.1 *Institutions of Higher Education* respectively, may meet the definition of a State.

⁹¹ 2 C.F.R. § 200.1 Subaward.

⁹² 2 C.F.R. § 200.1 Subrecipient.

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