

**CITY OF SAN ANTONIO
FIRE DEPARTMENT
CITY COUNCIL AGENDA MEMORANDUM**

CONSENT AGENDA
ITEM NO. **22**

TO: Mayor and City Council

FROM: Robert Ojeda, Fire Chief

SUBJECT: Authorizing Acceptance of the 2004 Metropolitan Medical Response System Grant from the U.S. Department of Homeland Security

DATE: November 4, 2004

SUMMARY AND RECOMMENDATIONS

This ordinance authorizes the San Antonio Fire Department to accept grant funds from the U.S. Department of Homeland Security (DHS) in the amount of \$400,000.00. These funds will be used to continue plan development, training, and purchase of equipment and pharmaceuticals for the Metropolitan Medical Response System (MMRS), a system established to be a primary resource for Weapons of Mass Destruction Incidents.

Staff recommends approval.

BACKGROUND INFORMATION

In September 1997, the San Antonio Fire Department (SAFD) received a Department of Health and Human Services (DHHS) grant for \$350,000.00 to develop and equip the Weapons of Mass Destruction (WMD) response team through plan development, training, and the purchase of pharmaceuticals. In June 1999, DHHS amended the grant to add an additional \$200,000.00 to enhance the biological response plan and existing surveillance equipment for the Metropolitan Health Department. Effective October 2003, the MMRS grant program was transferred to the U.S. Department of Homeland Security (DHS). In October of 2003, SAFD received \$280,000 to sustain the MMRS.

The MMRS development grants are designed to provide initial assistance for the jurisdictions to develop an integrated response plan, and purchase special pharmaceuticals. In addition, these grants are to initiate equipping and identifying training requirements for a MMRS as a principal resource in responding to the health and medical consequences of a chemical, biological, radiological, nuclear, and/or explosive (CBRNE) WMD incident. The MMRS approach has resulted in an improved local response to the health and medical consequences of all natural and technical disasters. MMRS response capability has been built from the successful combination of multiple sources of federal, state, and local funding. The challenge is to continue the systems and partnerships that have already been initiated between local, state, and federal government agencies, as well as the community health care providers. These cooperative planning activities and interactions must be preserved, skilled personnel must be retained, specialized stockpiles and equipment maintained, and local response plans periodically tested. The purpose of this grant is to assist the City of San Antonio in maintaining and further developing its local MMRS.

The monies received for 2004 are designed for the purchase of Radiation Detection/RAD Alerts, Mark I nerve agent kits, GIS hardware and software, surveillance equipment and supplies, First Watch early warning bio-surveillance, pharmaceuticals, training, travel and backfill expenses and a consultant to assist in the administration of the grant. A detailed budget is attached. City Council authorized submission of an application to the U.S. Department of Homeland Security for this grant on August 12, 2004, Ordinance # 99545.

This grant does not require matching funds.

POLICY ANALYSIS

Approval of this ordinance is a continuation of City Council policy to seek financial assistance from outside sources for Emergency Management. This grant supports the joint City-County Anti-Terrorism Plan and will help defray the expense of maintaining the local MMRS.

FISCAL IMPACT

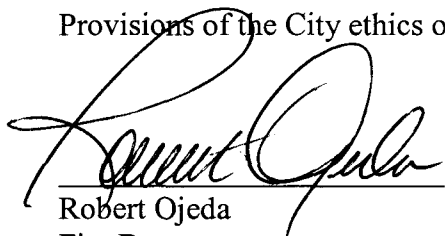
This ordinance has no financial impact.

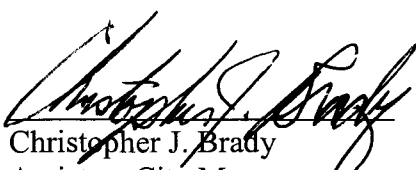
COORDINATION

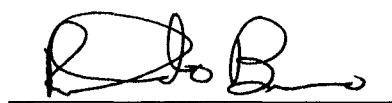
This item has been coordinated with the following Departments: San Antonio Metropolitan Health Department, Police Department, Public Works Department, City Attorneys Office, and the Office of Management and Budget.

SUPPLEMENTARY COMMENTS

Provisions of the City ethics ordinance do not apply.


Robert Ojeda
Fire Department


Christopher J. Brady
Assistant City Manager


J. Rolando Bono
Interim City Manager

FY 2004 Metropolitan Medical Response System Grant Budget

GL Code	GL Description	Department	Amount	Purpose
5207010	Travel - Official	Fire/EMS	\$15,000	Travel to Training
5101020	Salaries & Wages - Overtime	Fire/EMS	\$15,000	Backfill/OT
TBD	Education	Fire/EMS	\$46,000	Training
5304050	Commodities – Tool & Apparatus	Fire/EMS	\$20,000	Equipment/Supplies/Radiation Detection Equipment
5304075	Commodities - Software	Fire/EMS	\$23,000	GIS Software
5304040	Commodities – Chemicals Meds& Drugs	Fire/EMS	\$15,000	Pharmaceuticals
5501000	CO<5K Computer Equipment	Fire/EMS	\$10,000	GIS Hardware, First Watch
5201040	Fees to Prof Contract	Fire/EMS	\$39,000	Contractor to Administer Grant
5701070	Computer Software (Modified)	Fire/EMS	\$35,000	First Watch Early Warning Bio-Surveillance System
5202020	Contractual Services	Fire/EMS	\$40,000	First Watch Early Warning Bio-Surveillance System - 3 years of Annual Maintenance and Integration
5304075	Commodities - Software	Metro Health	\$15,000	GIS Software
5501000	CO<5K Computer Equipment	Metro Health	\$ 5,000	GIS Hardware
5304050	Commodities – Tool & Apparatus	Metro Health	\$60,000	Equipment/Supplies
5304050	Commodities – Tool & Apparatus	Metro Health	\$7,000	Surveillance Equipment
5302010	Commodities – Office Supplies	Metro Health	\$20,000	Pharmaceuticals
5304050	Commodities – Tool & Apparatus	Police	\$32,000	Radiation Detection Equipment
5304050	Commodities – Tool & Apparatus	Public Works	\$ 3,000	Mark I Nerve Agent Kits
		TOTAL	\$400,000	



FEMA

W. Nim Kidd
Emergency Management Coordinator
Office of Emergency Management
115 Auditorium Circle
San Antonio, TX 78205

OCT 4 2004

Re: Grant No. EMW-2004-GR-0805

Dear Mr. Kidd:

Congratulations. Your grant application submitted under the FY 2004 Metropolitan Medical Response System Program has been approved. The grant award amount is \$400,000.00 (CFA - \$250,000.00; S - \$150,000.00).

As part of your award package, you will find Grant Agreement Articles. Please make sure you read and understand the Articles as they outline the terms and conditions of your grant award. Please maintain a copy of these documents for your official file. **You establish acceptance of the Grant and Grant Agreement Articles when you request and receive any of the Federal Grant funds awarded to you.**

Enclosed are four (4) copies of the Award. If, acceptable, please sign the four (4) copies of the award amendment document and send three (3) copies as soon as possible to my attention at the following address:

Department of Homeland Security
EP&R/FEMA
Grants Management Branch
500 C Street, S.W., Room 334
Washington, DC, 20472
Attention: Marilyn Grim

The fourth copy is yours to retain as your fully executed copy.
Please feel free to contact me at (202) 646-3459, if you have any questions.

Sincerely,

A handwritten signature in cursive script that reads "Marilynn Grim".

Marilynn Grim
Assistance Officer

Enclosures

FEDERAL EMERGENCY MANAGEMENT AGENCY
ASSISTANCE AWARD/AMENDMENT

1. ASSISTANCE INSTRUMENT <input type="checkbox"/> COOPERATIVE AGREEMENT <input checked="" type="checkbox"/> GRANT		2. TYPE OF ACTION <input checked="" type="checkbox"/> AWARD <input type="checkbox"/> AMENDMENT	
3. INSTRUMENT NUMBER BMW-2004-GR-0805	4. AMENDMENT NUMBER	5. EFFECTIVE DATE See Block 21	6. CONTROL NUMBER W384468Y
7. RECIPIENT NAME AND ADDRESS City of San Antonio San Antonio Fire Department Office of Emergency Management 115 Auditorium Circle San Antonio TX 78205		8. ISSUING/ADMINISTRATION OFFICE Federal Emergency Management Agency Financial & Acquisition Management Div Grants Management Branch 500 C Street, S.W., Room 350 Washington DC 20472 Specialist: Marilyn Grim 202-646-3459	
9. RECIPIENT PROJECT MANAGER Wesley Kidd 210-207-8580		10. FEMA PROJECT OFFICER Dennis Atwood 202-646-2699	
11. ASSISTANCE ARRANGEMENT <input checked="" type="checkbox"/> COST REIMBURSEMENT <input type="checkbox"/> COST SHARING <input type="checkbox"/> FIXED PRICE <input type="checkbox"/> OTHER	12. PAYMENT METHOD <input checked="" type="checkbox"/> TREASURY CHECK REIMBURSEMENT <input type="checkbox"/> ADVANCE CHECK <input type="checkbox"/> LETTER OF CREDIT	13. PAYMENT OFFICE Federal Emergency Management Agency Accounting Services Division Disbursement & Receivables Branch 500 C Street, S.W., Room 723 Washington DC 20472	
14. ASSISTANCE AMOUNT PREVIOUS AMOUNT \$0.00 AMOUNT THIS ACTION \$400,000.00 TOTAL AMOUNT \$400,000.00		15. ACCOUNTING & APPROPRIATION DATA See Continuation Page	
16. DESCRIPTION OF PROJECT			

This award provides funding for the FY 2004 MMRS Grant to City of San Antonio, San Antonio Fire Department, Office of Emergency Management.

The CFDA number is 97.071, and the period of performance is October 01, 2004 thru March 31, 2006.

The total amount obligated under this agreement is \$400,000.00.

All terms and conditions are attached as Agreement Articles.

END OF AWARD

17. RECIPIENT REQUIREMENT <input checked="" type="checkbox"/> RECIPIENT IS REQUIRED TO SIGN AND RETURN THREE (3) COPIES OF THIS DOCUMENT TO THE ISSUING/ADMIN OFFICE IN BLOCK 8. <input type="checkbox"/> RECIPIENT IS NOT REQUIRED TO SIGN THIS DOCUMENT.			
18. RECIPIENT (Type name and title)		19. ASSISTANCE OFFICER (Type name and title) Richard Goodman Assistance Officer	
20. SIGNATURE OF RECIPIENT	DATE	21. SIGNATURE OF ASSISTANCE OFFICER	DATE SEP 18 2004

CONTINUATION PAGE

A.1 PRICE/COST SCHEDULE

ITEM NO.	DESCRIPTION OF SUPPLIES/SERVICES	QTY	UNIT	UNIT PRICE	AMOUNT
0001	FY 2004 MMRS Grant Funding	1.00	Lot	\$400,000.00	\$400,000.00
FUNDING/REQ NO:		1:	\$400,000.00	W384468Y	
GRAND TOTAL ---					\$400,000.00 =====

ACCOUNTING AND APPROPRIATION DATA:

ACRN APPROPRIATION	REQUISITION NUMBER	AMOUNT
1 2004-64 -6760RB-6600 -	-4101-D W384468Y P	\$400,000.00

PROGRAM NAME: METROPOLITAN MEDICAL RESPONSE SYSTEM PROGRAM

CFDA: 97.071

GRANTEE: City of San Antonio, Texas

AGREEMENT NO.: EMW-2004-GR-0805

AMENDMENT NO.: N/A

ARTICLE I – AUTHORIZATION:

- A. Homeland Security Act of 2002, Public Law 107-296
- B. Defense Against Weapons of Mass Destruction Act of 1966
- C. National Defense Authorization Act for FY 1997, as amended

ARTICLE II – PROGRAM NARRATIVE DESCRIPTION

The Grantee shall perform the work described in the Program Narrative Statement, which is included as part of the application package dated August 19, 2004, including revisions dated thru September 1, 2004.

ARTICLE III – PERIOD OF PERFORMANCE/BUDGET PERIOD

- A. **Project Period:** The Project Period shall be a maximum of eighteen (18) months from the effective date of this Grant Agreement, and will correspond to the applicable approved Budget Period unless extensions have been approved.
- B. **Costs:** The Grantee shall only incur costs or obligate funds within the Budget Period for approved activities or within the approved Period of Performance if continuation award has been authorized. All additional funding under this Grant is subject to the availability of funds and the needs of the Federal Government.

ARTICLE IV – AMOUNT OF AWARD

A. **Approved Budget:** The approved budget for this award by category is:

OBJECT CLASS	CFA	S	SP	TOTAL
Personnel	10,000.00	5,000.00		15,000.00
Fringe Benefits				
Travel	10,000.00	5,000.00		15,000.00
Equipment	160,000.00	25,000.00		185,000.00
Supplies	10,000.00	90,000.00		100,000.00
Contractual				
Construction				
Other (training)	60,000.00	25,000.00		85,000.00
TOTAL DIRECT	250,000.00	150,000.00		400,000.00
Indirect Charges				
TOTAL BUDGET	250,000.00	150,000.00		400,000.00
FEDERAL SHARE	250,000.00	150,000.00		400,000.00

B. There is no cost-share or match required for this funding. The Department of Homeland Security will pay up to 100% of the costs identified in the approved budget listed under Article IV. A. Approved Budget. The maximum funding amount is \$400,000.00. If costs exceed the maximum amount of DHS approved funding, the Grantee shall pay the costs in excess of the approved budget .

ARTICLE V – RESPONSIBILITIES

A. The purpose of the FY 2004 MMRS Grant is to provide funding for:

1. the creation of new MMRS jurisdictions in those states and territories that do not have a MMRS;
2. obtaining FY 2004 capability objectives and or processes;
3. sustainment for existing jurisdictions; and
4. special projects, as applicable.

B. Objectives:

1. Preparedness to manage the medical, public health, population protection and environmental health impacts of a radiological release/nuclear detonation by terrorists.
2. Compliance with the National Incident Management System (NIMS), as a condition of the grant award. A major component includes preparation of MMRS operational planning materials.
3. Readiness to establish and enforce quarantine/isolation for a very large number of persons and sizeable geographic areas.

ARTICLE VI – REQUEST FOR REIMBURSEMENT

- A. FEMA uses the Direct Deposit/Electronic Funds Transfer (DD/EFT) method of payment to Grantees. To enroll in the DD/EFT, the Recipient must complete a Standard Form 1199A, Direct Deposit Form.
1. The Grantee may be paid in advance, or reimbursed by completing the Standard Form (SF) 270, Request for Advance/Reimbursement. In accordance with Treasury regulations at 31 CFR Part 205, the Grantee shall maintain procedures to minimize the time elapsing between the transfer of funds and the disbursement of said funds. (See 44 CFR Part 13.21(i) regarding payment of interest earned on advances.
 2. The Grantee may use the Internet at www.FEMA.gov/priv/carol.htm to download the Standard forms 1199A and 270.
- B. To request reimbursement, the Grantee shall submit Standard Form (SF) 270. Each voucher shall show the Grant agreement number, cost for billing period, and costs to date. The Grantee may submit requests for payments up to the amount of the estimated cost shown in Article IV. Payment requests which exceed the estimated cost will not authorized.
- C. Each request for payment shall show the Agreement Number and the cumulative costs to date. The Grantee shall submit an original and on copy of the request for payment to:

DHS/FEMA
Grants Management Branch
500 C Street, SW, Room 334
Attn: Assistance Officer-MMRS
Washington, DC 20472

ARTICLE VII – FINANCIAL REPORTS

- A. **Final Report:** The Financial Status Report is due 90 days from the expiration date of the Period of Performance.
- B. **Final Payment/Unexpended Funds:** Within 90 days from the expiration date of the Period of Performance, the Grantee shall pay all unliquidated obligations and shall report unexpended funds to the Assistance Officer. The Assistance Officer will process the deobligation of unexpended funds.
- C. **Report Submission:** DHS/FEMA
Grants Management Branch
500 C Street, SW, Room 334
Attn: Assistance Officer-MMRS
Washington, DC 20472

ARTICLE VIII – PERFORMANCE REPORTS

- A. **Quarterly Reports:** The Grantee shall submit quarterly performance reports that summarize accomplishments to the DHS/FEMA regional office, within 30 days after the end of each Federal quarter following the initial award. Reports are due January 30, April 30, July 30 and October 30.
- B. The final progress report is due to DHS within 90 days after the expiration date of the performance period. The final progress report will consolidate and summarize all prior reports and include technical reports and other products developed under this grant award.

Report Submission: Mr. Dennis Atwood
DHS/FEMA
Preparedness Division
500 C Street, SW, Room 202
Washington, DC 20472

ARTICLE IX – GRANT MANAGEMENT OFFICIALS

Officials for the Grant Agreement are as follows:

- A. **Project Manager:** The Project Manager (PM), designated by the Grantee, is responsible for performance of the activities approved in the award:

The Project Manager is: W. Nim Kidd
Emergency Management Coordinator
Office of Emergency Management
115 Auditorium Circle
San Antonio, TX 78205
Tel: (210) 207-8580
Fax: (210) 207-7971
Email: nim@sanantonio.gov

- B. DHS Project Officer:** The DHS Project Officer (PO) shall be an official who will be responsible for the technical monitoring of the stages of work and technical performance of the activities described in the program narrative statement.

The DHS Project Officer is: Mr. Dennis Atwood
DHS/FEMA
Preparedness Division
500 C Street, SW, Room 202
Washington, DC 20472
202-646-2699
Fax: 202-646-4137
FEMA-mmrsadmin@dhs.gov

- C. DHS Assistance Officer:** The DHS Assistance Officer (AO) is the DHS official who has full authority to negotiate, administer and execute all business matters of the Grant award.

The DHS Assistance Officer is: Ms. Sylvia A. Carroll
DHS/FEMA
Grants Management Branch
500 C Street, SW, Room 334
Washington, DC 20472
202-646-3503
Fax: 202-646-4156
Sylvia.Carroll@dhs.gov

ARTICLE X – GRANT AWARD AMENDMENTS

All budget and program plan revisions shall be in compliance with OMB Circular A-102, Grants and Cooperative Agreement to States and Local Governments, or A-110, Uniform Administrative Requirements for Grants and Agreements With Institutions of Higher Education, Hospitals, and Other Non-Profit Organizations, and OMB Circular A-21 Cost Principles for Educational Institutions, or A-87, Cost Principles for State and Local Governments, or A-122, Cost Principles for Non-Profit Organizations. In addition to these requirements, the Grantee shall submit and receive written prior approval before implementation for the following:

A. Budget Revisions:

1. Grantee must obtain prior approval from DHS/FEMA for transfers of funds between direct cost categories in the approved budget when such cumulative transfers among those direct cost categories exceed ten percent of the total budget.
2. Transfer of funds to entities, except those identified in the approved application requires prior DHS/FEMA approval.
3. Need for additional funds. DHS is not obligated to provide additional funds prior to the submission and approval of consecutive continuation options based on satisfactory performance and availability of funds.

B. Extension Request:

1. Requests for additional time extensions to the Period of Performance will be considered, but will not be granted automatically and must be supported by adequate justification in order to be processed. The justification is a written explanation of the reason or reasons for the delay; an outline of remaining funds available to support the extended period of performance; and a description of performance measures necessary to complete the project.
2. Extensions to the Period of Performance shall be authorized only in writing by the DHS Assistance Officer.
3. There is no DHS obligation to provide additional funding as a result of time extensions approved.
4. Financial and Performance Status Reports must be current, and the extension justification must be submitted or extensions requests will not be processed.

ARTICLE XI - PREAWARD COSTS

Preaward costs may be approved for up to ninety (90) calendar days prior to the effective date of the Grant under the following conditions:

- A. The costs have been incurred with the understanding that they were incurred at the Grantee's risk and may not be reimbursed, if adequate funding has not been awarded to cover preaward costs and approved activities to be completed under the award.
- B. The costs must be necessary for the effective and economical conduct of the project.

- C. The costs are in compliance with the appropriate OMB Cost Principles.
- D. The costs are supported with source documentation.

ARTICLE XII – OTHER TERMS AND CONDITIONS

The other terms and conditions of the agreement are as follows:

A. Buy America. The Grantee, Sub-grantees and contractors receiving funds from this grant shall comply with the Buy American Act (41 U.S.C. 10a et seq.) unless it is determined that it is inconsistent with the public interest, impracticable to comply with such a requirement or that it would unreasonably increase the cost of articles, materials, or supplies. The exception shall be noted in the specifications and documentation to justify the exception will be retained in the grant file for record.

B. Copyright. The Grantee is free to copyright original work developed in the course of or under this agreement. DHS reserves a royalty-free, nonexclusive and irrevocable right to reproduce, publish, or otherwise use, and to authorize others to use, the work performed under this award for Government purposes. Publication resulting from work performed under this agreement shall include an acknowledgement of financial support from DHS and include a statement that the publication does not necessarily reflect the DHS views.

C. Publication and Acknowledgement of DHS Sponsorship.

1. One copy of each article planned for publication will be submitted to the DHS Project Officer simultaneously with its submission for publication. Following publication, a copy of each published paper shall be submitted to the DHS Project Officer.
2. The Grantee agrees that when releasing information relating to this Grant, the release shall include a statement that the project or effort undertaken was or is sponsored by the Department of Homeland Security.
3. Disclaimer: The Grantee is responsible for assuring that every publication submission (including World Wide Web pages) based on or developed under this award, except scientific articles or papers appearing in scientific, technical or professional journals, contains the following disclaimer: "Any opinions, findings, and conclusion or recommendations expressed in this material are those of the author(s) and do not necessarily reflect the views of the Department of Homeland security."
4. For the purpose of this requirement, information includes news releases, articles, manuscripts, brochures, advertisements, still and motion pictures, speeches, trade association proceedings and symposia.

5. **Publications:** In compliance with the Section 623 of Treasury, Postal Service, and General Government Appropriations Act, 1993, and reenacted in Section 621 of the fiscal year 1994 Appropriations Act requires that all grantees disclose the amount and percentage of Federal funding and funding from non-governmental sources when making public announcements about Federally-funded projects in the amount of \$500,000 or more.

D. Patent Rights. Grantees are subject to applicable regulations governing patents and inventions, including government-wide regulations issued by the Department of Commerce, 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms under Government Grants, Contracts and Cooperative Agreements."

E. Environmental Standards. By accepting funds under this Grant, the grantee assures that will:

1. Comply with applicable provisions of the Clean Air Act (42 U.S.C. 7401, et seq.) and Clean Water Act (33 U.S.C. 1251, et seq.), as implemented by Executive Order 11738 [3 CFR, 1971-1975 comp., p. 799] and Environmental Protection Agency (EPA) rules at 40 CFR Part 15. In accordance with the EPA rules, the Grants further agrees that it will:
 - a. Not use any facility on the EPA's List of Violating Facilities in performing any award that is nonexempt under 40 CFR 15.5 (awards of less than \$100,000, and certain other awards, exempt from the EPA regulations), as long as the facility remains on the list.
 - b. Notify the awarding agency if it intends to use a facility in performing this award that is on the List of Violating Facilities or the Grantee knows has been recommended to be placed on the List of Violating Facilities.
2. Identify to the awarding agency any impact this award may have on:
 - a. The quality of the human environment, and provide help the agency may need to comply with the National Environmental Policy Act (NEPA, at 42 U.S.C. 4321, et seq.) and to prepare Environmental Impact (e.g., physical disturbance of a site such as breaking of ground) until the agency provides written notification of compliance with environmental impact analysis process.
 - b. Coastal barriers and provide help the agency may need to comply with Coastal Barriers Resource Act (16 U.S.C. 3501, et seq.), concerning preservation of barrier resources.

- c. Any existing or proposed component of the National Wild and Scenic Rivers system, and provide help the agency may need to comply with the Wild and Scenic River Act of 1968 (16 U.S.C. 1271, et seq.).

F. Refunds. The Grantee shall transfer to DHS the appropriate share, based on the Federal support percentage, of any refund, rebate, credit or other amounts arising from performance of this agreement, along with accrued interest. The Grantee shall take necessary action to effect prompt collection of all monies due or which may become due and to cooperate with DHS in any claim or suit in connection with amounts due.

G. Overpayment and Earned Interest.

Overpayment. Within ninety (90) days from the expiration date of the Performance Period, overpayment of funds shall be remitted to the Assistance Officer by check payable to DHS. An overpayment represents the difference between allowable actual expenditures and total DHS payment received by the Grantee.

H. Program Income. Program income is income earned as a result of Grantee or sub-grantee grant-supported activity, or earned as a result of the grant agreement during the Period of Performance. Program income shall be added to the award of funds under this grant and shall be used to expand the approved program activities. The Grantee shall submit a written list of expanded activities to be accomplished as a result of the program Income funds. This list shall be submitted to the DHS AO for review and the approval within 20 days of receipt of program income.

I. Security. The Grantee shall not be granted access to classified information under this Grant. If security restriction should happen to apply to certain aspects of the proposed activity, the Grantee will be informed. In the event that the scientific work under this Grant may either need classification or involve access to or storage of any classified data, the Government shall make a decision on the need to classify, or require such access or storage within 30 days after receipt of a written notice from the Grantee. If the decision is affirmative, the Government may invoke the Termination clause, as appropriate.

J. Controlled Unclassified Information. The parties understand that information and materials provided pursuant to or resulting from this Grant may be export controlled, sensitive, for official use only, or, otherwise protected by law, executive order or regulation. The Grantee is responsible for compliance with all applicable laws and regulations. Nothing in this Grant shall be construed to permit any disclosure in violation of those restrictions.

K. Travel. Allowability of Travel Expenses. Expenses for transportation, lodging, subsistence and related items incurred by project personnel and by outside consultants employed on the project (GPM) Section 614 who are in travel status on business related to an DHS-supported project are allowable as prescribed in the governing cost

principles. The requirements for prior approval detained in the governing cost principles are waived.

- L. Cargo Preference.** The grantee agrees that it will comply with the Cargo Preference Act of 1954 (46 U.S.C. 1241), as implemented by Department of Transportation regulations at 46 CFR 381.7, which require that at least 50 of equipment, materials or Grant, and which may be transported by ocean vessel, shall be transported on privately owned U.S.-flag commercial vessels, if available.
- M. Fly America Act.** Preference for U.S. Flag Air Carriers: Travel supported by U.S. Government funds under this Grant shall use U.S.-flag air carriers (air carriers holding certificates under 49 U.S.C. 41102) for international air transportation of people and property to the extent that such service is available, in accordance with the International Air Transportation Fair Competitive Practices Act of 1974 (49 U.S.C. 40118) and the interpretative guidelines issued by the Comptroller General of the United States in the March 31, 1981, amendment to Comptroller General Decision B138942.
- N. Site Visits.** DHS, through authorized representatives, has the right, at all reasonable times, to make site visits to review project accomplishments and management control systems and to provide such technical assistance as may be required. If any site visit is made by DHS on the premises of the grantee or a contractor under an award, the grantee shall provide and shall require its contractors to provide all reasonable facilities and assistance for the safety and convenience of the Government representatives in the performance of their duties. All site visits and evaluations shall be performed in such a manner that will not unduly delay the work.
- O.** Prior to the purchase of any equipment/supplies, the Grantee must submit a list of equipment/supplies to the DHS/FEMA Assistance Officer for approval.

ARTICLE XIII – AUDIT REQUIREMENTS

Grantees and Sub-grantees must follow the audit requirements under OMB Circular A-133. Non-Federal entities that expend \$500,000 or more Federal funds in a year shall have a single or program-specific audit conducted for that year in accordance with the provisions of A-133.

ARTICLE XIV – GOVERNING PROVISIONS

The Grantee and any subgrantee shall comply with all applicable laws and regulations. A non-exclusive list of regulations commonly applicable to DHS grants are listed below:

A. Administrative Requirements

1. OMB Circular A-102, State and Local Governments (10/07/94, amended 08/29/97)
2. OMB Circular A-110, Institutions of Higher Education, Hospitals, and Other Non-Profit Organizations (11/19/93, amended 09/30/99), and
3. 44 CFR Part 13

B. Cost Principles

1. OMB Circular A-87, State and Local Governments (05/04/95, amended 08/29/97)
2. OMB Circular A-21, Educational Institutions (08/08/00)
3. OMB Circular A-122, Non Profit Organizations (05/19/98)

C. Audit Requirements.

OMB Circular A-133, States, Local Governments, and Non-Profit Organizations (06/24/97, includes revisions published in the *Federal Register* 06/27/03)

Grant award is approved by DHS on September 18, 2004.