



**Bay Area Urban Areas
Security Initiative (UASI)**

Grants Manual

Approved August 10, 2017

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I. INTRODUCTION

A. Scope and Purpose

This manual provides the standards, policies, and processes that govern grant and project management and administration for the Bay Area UASI. Its purpose is to provide clarity and transparency around Bay Area UASI grant and project management, ensure efficiency and compliance in implementation, and ultimately to maximize the impact of federal funds to enhance the safety of Bay Area residents. This manual includes:

- Roles and responsibilities of the various entities participating in grant and project management;
- The lifecycle for Bay Area UASI projects, from identification through planning, execution, close out, and evaluation;
- Compliance requirements;
- Procurement processes;
- Financial administration; and
- Required templates and forms.

The Department of Homeland Security requires documentation of grant management and administrative processes as part of the Homeland Security Grant Program. This manual is also mandated by the Bay Area UASI Approval Authority By-laws. This manual was first provided in 2012, and this updated version was presented to and approved by the Approval Authority on August 10, 2017.

The Bay Area UASI General Manager will review and update this manual on a regular basis to ensure compliance with federal and state grant guidelines and to incorporate policies and procedures approved by the Approval Authority. The General Manager will present proposed changes to this manual to the Approval Authority for adoption.

B. Affected Parties

The standards, policies, and processes contained herein apply to all participants in the Bay Area UASI– the Approval Authority, Management Team, work groups, member jurisdictions, contractors, and other similar individuals.

C. Federal UASI Program Background

The Urban Areas Security Initiative (UASI) is administered at the federal level by the Department of Homeland Security through its Homeland Security Grant Program within the Federal Emergency Management Agency (FEMA). The Homeland Security Grant Program provides federal funding to help state and local agencies enhance their capabilities to prevent, deter, respond to, mitigate and recover from terrorist attacks, major disasters, and other emergencies. The Homeland Security Grant Program encompasses several interrelated federal grant programs, including UASI, that together fund a range of preparedness activities as well as management and administration costs.

Since its inception in 2003, the intent of the federal UASI program has been to enhance regional preparedness in major metropolitan areas in support of the National Preparedness Guidelines. The UASI grant program provides financial assistance to address the unique multi-discipline Planning, Organization, Equipment purchase, Training, and Exercise (POETE) needs of high-threat, high-density urban areas, and to assist these areas in building and sustaining capabilities to prevent, protect against, respond to, and recover from threats or acts of terrorism. Activities implemented with UASI funds must support terrorism preparedness, response, and recovery in order to be considered eligible. However, many capabilities which support terrorism preparedness simultaneously support preparedness for other hazards. Grantees must demonstrate the dual-use quality for any activities implemented that are not explicitly focused on terrorism preparedness.

Urban areas must use UASI funds to employ a regional approach to overall preparedness and adopt regional response structures whenever appropriate. UASI program implementation and governance must include regional partners and should have balanced representation among entities with operational responsibilities for prevention, protection, response, and recovery activities within the region.

D. Bay Area UASI Background

The Bay Area UASI improves capacity to prevent, protect against, respond to, mitigate and recover from terrorist incidents or related catastrophic events by providing planning, training, equipment and exercises to the Bay Area UASI region. Working in close with diverse stakeholders at the local, state, and federal levels, we analyze regional risks, identify capability gaps, and build a secure, prepared, and resilient region. The Bay Area UASI also researches, learns from, and shares what works well and what does not to inform program/product development.

The Bay Area UASI's footprint is comprised of three major cities (Oakland, San Francisco, and San Jose); twelve counties (Alameda, Contra Costa, Marin, Napa, San Benito, San Francisco, San Mateo, Santa Clara, Santa Cruz, Monterey, Solano, and Sonoma); and more than 100 incorporated cities. The primary source of funds comes from the Homeland Security Grant Program (UASI program) administered by the Department of Homeland Security.

II. ROLES AND RESPONSIBILITIES

Governed by Memoranda of Understanding (MOUs) between participant jurisdictions, the Bay Area UASI is directed by an Approval Authority. Work groups provide subject matter expertise and regional input, and management and administration is handled by the Bay Area UASI Management Team. Sub-recipient jurisdictions implement local procurement processes to expend grant funds.

A. Approval Authority

The top tier of governance in the Bay Area UASI is the eleven-member Approval Authority that includes representation from each of the three major cities of Oakland, San Francisco, and San Jose and the counties in which they are located (Alameda, San Francisco, and Santa Clara) as well as the counties of Contra Costa, Marin, Monterey, San Mateo, and Sonoma.

The Approval Authority provides policy direction and is responsible for final decisions regarding grant investments. The role of the Approval Authority in grants management includes:

- ***Regional Coordination and Strategy*** – Coordinating a regional approach to prevention, protection, response, mitigation, and recovery to homeland security threats as well as approving the Bay Area Homeland Security Goals and Objectives and THIRA (Threat and Hazard Identification and Risk Assessment).
- ***Risk Management*** – Adopting a regional risk management framework to administer the UASI Homeland Security Grant Program and related grants, consistent with grant guidelines and direction provided by the Department of Homeland Security and the California Office of Emergency Services (Cal OES).
- ***Grant Approval*** – Approving UASI and related grant applications and grant allocation methodologies.
- ***Management Team Budget*** – Approving the annual budget for the Bay Area UASI Management Team, based on a July 1 – June 30 fiscal year.
- ***Participation in Implementation*** – Participating in the implementation of regional initiatives that are consistent with the mission and decisions of the Approval Authority.

Approval Authority meetings take place approximately every other month throughout the year. See the Approval Authority By-laws and Memoranda of Understanding (MOU) for more information.

B. Management Team

The Bay Area UASI Management Team is comprised of a general manager, assistant general manager, chief financial officer, as well as project, grant, and administrative staff. The General Manager appoints members to the Management Team to implement the policies of the Approval Authority. The members of this Team are employees of or contractors with the member jurisdictions of the Approval Authority, are assigned to work full-time on the Management Team, and are paid through grant funds.

The General Manager directs and manages the Management Team, including setting job duties and responsibilities and establishing performance goals and expectations. General office, staffing, and personnel policies and procedures for the Management Team staff are documented in the Management Team Policies and Procedures Manual.

The Bay Area UASI Management Team is responsible for the administration and management of the projects that have been endorsed by the Approval Authority and all other administrative and legislative responsibilities associated with running the UASI. This includes risk assessment, capability assessment, planning, strategy, resource allocation, implementation, and evaluation of the Bay Area UASI program. In addition, the team is responsible for the liaison role between the City and County of San Francisco, which serves as the fiscal agent for grant funds, and the grantors and sub-recipients. The Management Team also serves as the point of contact for all inquiries and issues from regional stakeholders and facilitates the Approval Authority and other work group and stakeholder meetings.

The Management Team is responsible for:

- ***Needs Identification*** – Working with Bay Area working groups as well as appropriate stakeholders to obtain input and make recommendations to the Approval Authority on the application for and allocation and distribution of grant funds.
- ***Coordination and Collaboration*** – Coordinating and managing work groups and stakeholders to ensure regional coordination and collaboration.
- ***Grants Administration*** – Overseeing and executing all administrative tasks associated with the application for and distribution of grant funds and programs; ensuring compliance with federal laws, regulations, executive orders, departmental policy, award terms and conditions, and state and local requirements.
- ***Project Management*** – Providing regional coordination, monitoring, management, and oversight of grant-funded projects and programs.
- ***Procurement*** – Developing, reviewing, and/or approving contract procurement for sub-recipient projects.

- **Accounting** – Reconciling financial records, responding to internal and external audits, reimbursement of sub-recipients, processing of cash requests, and ensuring all activities carried out under the Bay Area UASI grant program are reasonable and allowable.
- **Sub-recipient Partnerships** – Preparing and modifying agreements between the Bay Area UASI and sub-recipients as well as monitoring sub-recipients to ensure compliance with grant requirements.

C. Work Groups

Bay Area UASI work groups are comprised of regional stakeholders who are subject matter experts. The Bay Area UASI General Manager is empowered by the By-laws to create discipline-specific and/or functionally-determined work groups. Members of the Approval Authority are requested to provide personnel with subject matter expertise to participate in work groups. The General Manager may also solicit subject matter experts to include representatives from member counties and cities to act in an advisory capacity. In addition, members of the Approval Authority are encouraged to identify participants with relevant subject matter expertise from outside government, including non-governmental and community-based organizations, who can participate in work groups, consistent with FEMA’s “whole community” approach.

The primary objective of the work groups is to provide a venue for subject matter experts to assess regional needs and capabilities based on risk, as well as review and discuss regional grant projects. All work groups are project-focused and do not set policy. The role of the work group also includes providing technical input and oversight during project implementation, lessons learned from project implementation, and input for portfolio evaluation and performance metrics. Many work groups form sub-committees to provide oversight on specific regional projects and initiatives.

Currently, there are work groups in the following areas, which are consistent with the Bay Area’s Goals and Objectives document:

- Chemical, Biological, Radiological, Nuclear, and Explosive (CBRNE)
- Cybersecurity
- Emergency Management
- Interoperable Communications
- Information Sharing
- Medical and Public Health
- Public Information and Warning
- Risk Management
- Training and Exercises

One other work group, the Regional Proposal Work Group, meets and provides feedback on certain regional project proposals and makes recommendations to the General Manager during the annual grant application process.

Work groups meet at least quarterly and are chaired by a project manager from the Bay Area UASI Management Team. The Project Manager is a subject matter expert, participates in all meetings, ensures the work group has needed information on a timely basis to meet their responsibilities, maintains documents and records, and is responsible for contributing to regular reporting to the General Manager and Approval Authority.

D. Sub-recipient Jurisdictions

Sub-recipient jurisdictions receive grant funds from the City and County of San Francisco which is the fiscal agent and sub-grantee to the State of California for federal UASI awards. Sub-recipient jurisdictions are responsible for adhering to the project management, procurement, and financial management policies and procedures outlined in this manual. Among other things, responsibilities include:

- Active participation as project leads;
- Drafting, approving, and following MOUs (Memoranda of Understanding);
- Ensuring financial management systems are in place;
- Requesting project modifications when necessary through the use of the change request form;
- Requesting reimbursements in a timely manner;
- Conducting sub-recipient monitoring, if applicable;
- Complying with performance milestones and completing projects within the grant performance period;
- Submitting reports to the Management Team documenting project progress;
- Participating in risk and capabilities assessments and Bay Area Homeland Security Goals and Objectives updates; and
- Attending work group meetings.

E. Summary Matrix – Grant Roles and Responsibilities

<i>Steps in Project Cycle</i>	Approval Authority	Management Team	Stakeholder Work Groups	Sub-recipient Project Lead
Risk and Gap Analysis	--	Coordinate	Inform	--
Homeland Security Goals and Objectives	Approve	Implement	Inform	--
THIRA (Threat and Hazard Identification and Risk Assessment)	Approve	Implement	Inform	--
Proposal Guidance	Approve	Implement	Inform	--
Project Selection	Approve	Coordinate	Implement	--
Project Approval	Approve	Coordinate	--	--
Grant Application	Approve	Implement	--	--
MOUs	--	Implement	--	Inform
Reporting	--	Implement	Inform	Inform
Project Changes	Notified/Approved (significant changes)	Approve	--	Inform
Monitoring	--	Implement	--	Inform
Close Out	--	Approve	--	Implement
Evaluation	Notified	Implement	Inform	Inform

F. Ethical Standards

All members of the Bay Area UASI are required at all times to carry out their roles and responsibilities according to the highest ethical, professional, and quality standards. This includes conduct which is professional and competent, is cooperative with partners and stakeholders, and avoids bringing the Bay Area UASI into disrepute or negatively reflecting upon it. Members are bound by all of the rules, procedures, and specific requirements related to ethical and professional behaviors that are promulgated by their respective jurisdictions.

Hatch Act Compliance

All Bay Area UASI members and sub-recipients understand and agree that federal funds will not be used, directly or indirectly, to support the enactment, repeal, modification or adoption of any law, regulation, or policy, at any level of government, without the express prior written approval from FEMA. They will comply with provisions of the Hatch Act (5 U.S.C. Sections 1501-1508 and 7324-7328) which limit the political activities of employees whose principal employment activities are funded in whole or in part with federal funds.

Conflicts of Interest

No member of the Bay Area UASI may use their position for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest, or personal gain for themselves or others, particularly those with whom they have family, business, or other ties. Personnel and other officials connected with Bay Area UASI funded programs must adhere to the following federal standards for avoiding conflict of interest in grants management and administration. Violations of conflict of interest standards may result in criminal, civil, or administrative penalties.

No official or employee of a state or unit of local government or a non-governmental recipient/sub-recipient shall participate personally through decisions, approval, disapproval, recommendation, the rendering of advice, investigation, or otherwise in any proceeding, application, request for a ruling or other determination, contract, award, cooperative agreement, claim, controversy, or other particular matter in which award funds (including program income or other funds generated by federally funded activities) are used, where to his/her knowledge, he/she or his/her immediate family, partners, organization other than a public agency in which he/she is serving as an officer, director, trustee, partner, or employee, or any person or organization with whom he/she is negotiating or has any arrangement concerning prospective employment, has a financial interest, or has less than an arms-length transaction.

In the use of Bay Area UASI funds, all officials, employees, and sub-recipients must avoid any action that might result in, or create the appearance of:

- Using his or her official position for private gain;
- Giving preferential treatment to any person;
- Losing complete independence or impartiality;
- Making an official decision outside official channels; and

- Affecting adversely the confidence of the public in the integrity of the government or the program.

Where a recipient of federal funds makes sub-awards under any competitive process and an actual conflict or an appearance of a conflict of interest exists, the person for whom the actual or apparent conflict of interest exists should recuse himself or herself not only from reviewing the application for which the conflict exists, but also from the evaluation of all competing applications. As detailed in Section III of this manual (see “Approval of Solicitations and Contracts” under “B. Planning”), participants in RFP screening and evaluation processes for Bay Area UASI projects will be required to sign and adhere to an impartiality/confidentiality statement. The Approval Authority’s conflict of interest procedure is detailed in the Approval Authority “Master” MOU (Memorandum of Understanding).

Fraud

All employees of local jurisdictions comprising the Bay Area UASI have a responsibility for fraud prevention and detection concerning the use of grant funds.

Most grant fraud includes conflicts of interest, failure to properly support the use of grant funds, and theft. More generally, fraud includes:

- Any dishonest or fraudulent act;
- Misappropriation of funds, securities, supplies or other assets;
- Impropriety in the handling of money or financial transactions;
- Profiteering as a result of insider knowledge of your organization’s activities;
- Disclosing confidential or proprietary information to outside parties;
- Accepting or soliciting anything of material value from contractors, vendors, or persons providing services to the company; and
- Destruction, removal, or inappropriate use of business assets.

Members should immediately report any suspicion of fraud directly to the appropriate authorities within their home jurisdiction, the Bay Area UASI Management Team Chief Financial Officer, and/or the FEMA Office of the Inspector General hotline (see FEMA website).

The Bay Area UASI Chief Financial Officer shall be responsible for investigating fraud in conjunction with local jurisdictions, Cal OES, FEMA, and/or other parties as appropriate. Actions taken in the event of fraud may include debarment from receipt of future grant awards, termination of employment, and/or legal recourse.

Given the City and County of San Francisco’s role as the fiscal agent for the Bay Area UASI, the City and County of San Francisco Whistleblower Program is also a resource for reporting suspected fraud. This program is available to City and County of San Francisco employees, contractors or vendors, and City residents who want to come forward with information about acts of waste, fraud or abuse. It can be accessed via www.sfgov.org/whistleblower.

III. PROJECT CYCLE

The term “project cycle” includes the standard phases of the project management lifecycle which are: identification, planning, execution, and closure. The Bay Area UASI Management Team is responsible for providing regional coordination, monitoring, management, and oversight of grant-funded projects. Stakeholders identify projects through a risk assessment and prioritization process, facilitated by the Management Team. The Project Lead is responsible for all aspects of the project planning phase, with support from project team members and the Bay Area UASI Management Team Project Manager. In execution, the project team carries out the project as defined in documented plans and agreements. Finally, in close out, lessons learned are documented and evaluation data is gathered.

A. Identification

The Bay Area UASI Management Team guides the project identification process with input from subject matter experts. The process starts with asset updates to refine our regional understanding of risk, which is combined with capabilities assessments that result in a gap analysis. Using the annual proposal guidance, regional stakeholders then identify projects to meet these gaps and then vet proposals, which are ultimately approved by the Approval Authority. The process culminates in the Management Team completing the Homeland Security Grant Program application.

Risk and Gap Analysis

The Approval Authority By-laws specify that the Approval Authority must use a risk and capability-based methodology to apply for and allocate grant funds, consistent with guidance from the Department of Homeland Security. Using the California Common Operating Picture (Cal COP), an on-line situational assessment and risk management tool for the State of California, the risk assessment process includes the following:

- ***Risk Data Collection and Validation*** – Stakeholders gather, validate, and verify asset data in CalCOP. The Northern California Regional Intelligence Center (NCRIC) conducts final review and validation, as well as guides informational input on threat, vulnerabilities, and consequences for the region.
- ***Capability Assessment and Gap Analysis*** – The Management Team leads a process whereby stakeholders assess local and regional capabilities using the Department of Homeland Security’s core capability list. This information is added to the risk information in Cal COP and mapped to produce a risk-based gap analysis.
- ***THIRA (Threat and Hazard Identification and Risk Assessment)*** – This report is generated with risk, asset, and capability information from Cal COP and with stakeholder input. The Department of Homeland Security requires all grantees

to produce a THIRA on an annual basis and to spend homeland security grant funding in a manner consistent with this report.

Proposal Guidance

Based on the results of the Risk and Gap Analysis each year, the Management Team selects Priority Capability Objectives from among the Bay Area UASI Homeland Security Goals and Objectives. Priority capability objectives include strategic objectives that are tied to those core capabilities that are needed most to build our capabilities and address our greatest risk areas. Each year, approximately half of our strategic objectives are featured and include approximately half of our highest risk core capabilities. In order to be eligible for funding, all proposed projects must fulfill at least one of the priority capability objectives.

The Management Team develops a Proposal Guidance document that includes the proposal template, criteria for funding (including priority capability objectives), the process for the funding of proposals, timeline, and allowable spending areas. The Management Team vets this document with regional stakeholders and present it to the Approval Authority for approval.

Please see the Bay Area UASI website for copies of the annual proposal guidance.

Proposals

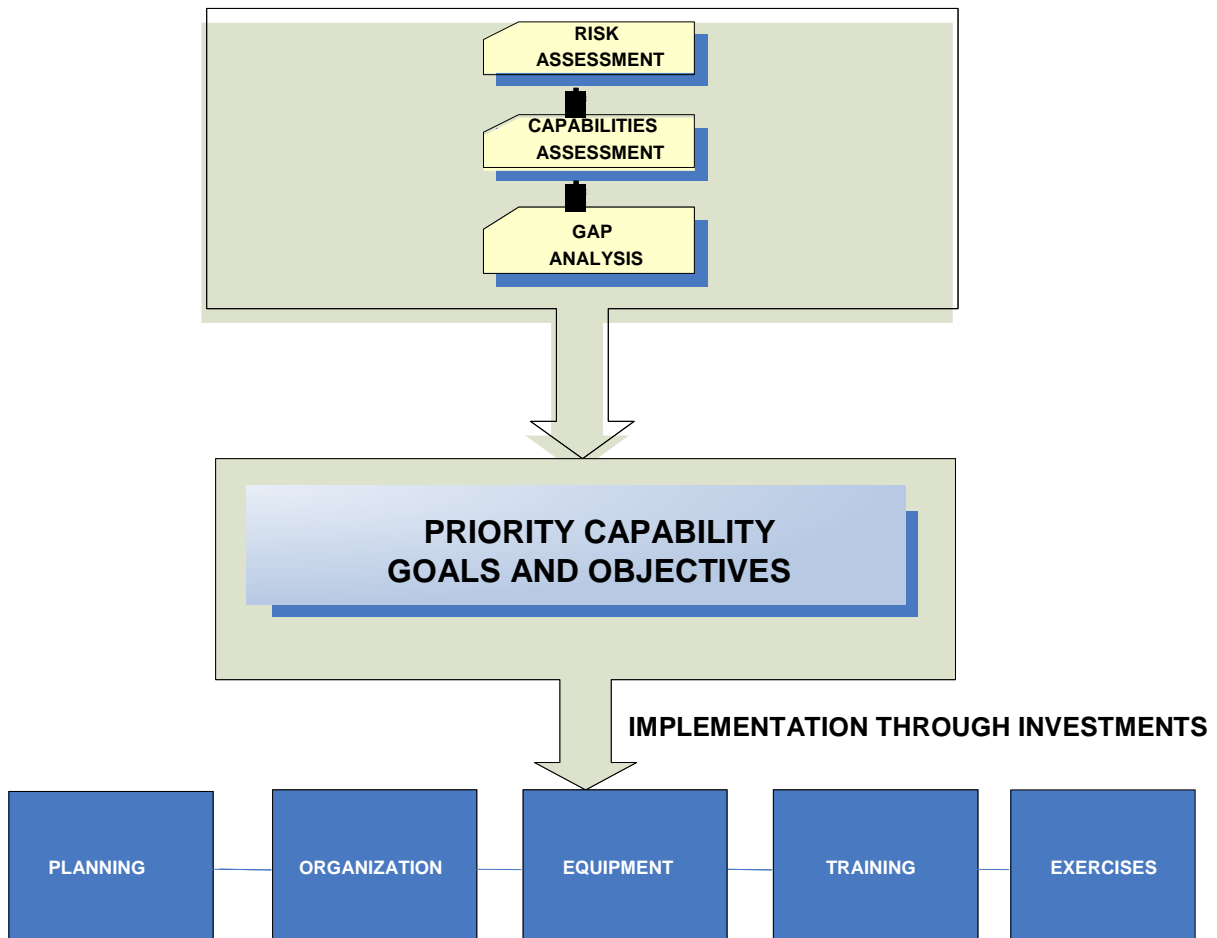
Proposals are invited from government organizations within the UASI footprint and must be submitted through the online WebGrants system. All proposals should be submitted by the person who will be primarily responsible for project implementation and have the approval of the relevant department head. Community-based and non-profit groups are welcome to submit a proposal, but must do so through a government sponsor/partner. Proposals must adhere to the criteria laid out in the Project Proposal Guidance, including linking to priority capability objectives, having a clear nexus to terrorism, and benefiting at least two operational areas.

Project Selection

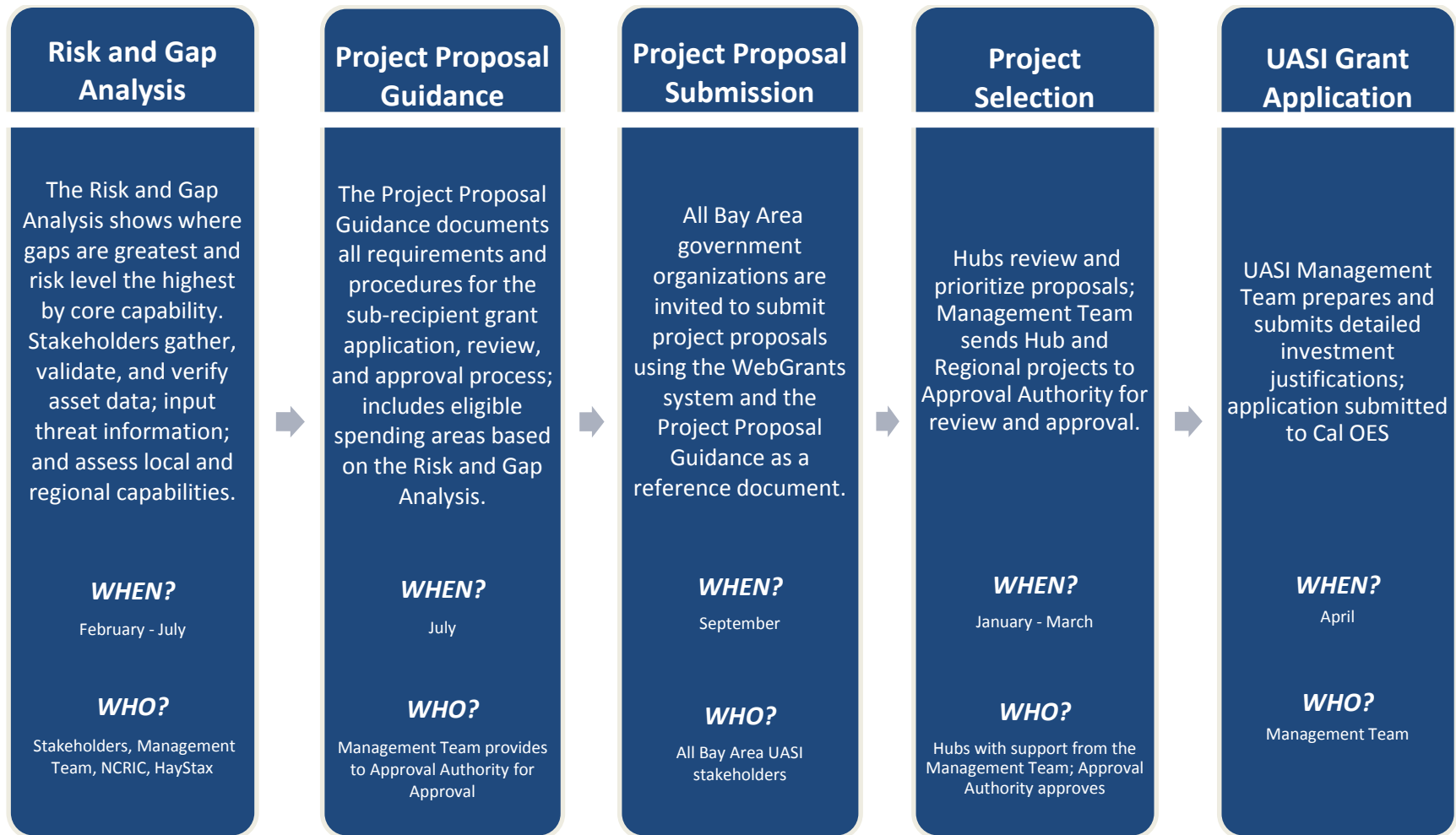
Each of the four “hubs” develops a list of prioritized projects based on regional need and local capabilities. Hubs are based on the geographical location of jurisdictions in the North, East, South, and West Bay. Hubs may also designate other criteria as mutually agreed upon (e.g., provide scalable solutions, leverage other funding sources, and benefit the most operational areas). The Management Team forwards project proposals in priority order from each hub to the Approval Authority for review and approval. The Approval Authority also reviews sustainment projects/regional projects and provides approval, with the assistance of recommendations from the Management Team.

UASI Grant Application

The Department of Homeland Security requires detailed investment justifications as part of the Homeland Security grant application process. The investment justification must demonstrate how proposed projects address gaps and deficiencies in current capabilities. Once the grant award is announced, and after projects are approved by the Approval Authority, the Bay Area UASI Management Team groups like projects together into investment categories. Typically, there are approximately ten investment categories provided by the State (e.g., CBRNE, Information Analysis, Interoperability, etc.), and each investment category includes a range of associated projects. The Bay Area UASI Management Team completes the UASI grant application and sends it to the California Office of Emergency Services (Cal OES), which ultimately forwards it to the Department of Homeland Security.



Project Identification Summary



Timelines may vary due to changes in federal/state grant allocation and program schedules

B. Planning

The Sub-recipient Project Lead, with support from the Bay Area UASI Management Team Project Manager, is responsible for all aspects of the project planning phase. Working with his or her team, the Project Lead defines the work tasks required to accomplish project deliverables and goals and ensures required procurement processes are carried out.

A Bay Area UASI project is documented in detail in the original project proposal that is selected by the hub and approved by the Approval Authority – see “Identification” above. The planning phase starts once the proposal is approved for funding. Planning produces a refined understanding and estimates of timeline, budget, schedule, and roles and responsibilities for the Project Team and stakeholders. The Project Lead makes updates in the WebGrants system. Key documents of the planning stage are Memoranda of Understanding (MOU), Request for Proposals (RFP)/Request for Qualifications (RFQ) solicitations, and vendor contracts. In addition, in cases of complex projects involving multiple stakeholders and significant investments, the Bay Area UASI Project Manager may request sub-recipient jurisdictions to participate in the development of a project plan document. The system of record for jurisdiction proposals is the WebGrants system. Complex projects managed by UASI Management Team project staff utilize Microsoft Project (MS Project) for tracking and coordination.

MOU Appendix A

The Memorandum of Understanding (MOU) document outlines an agreement between the sub-recipient and the City and County of San Francisco, which serves as the fiscal agent for the Bay Area UASI, to procure goods and services needed in project implementation. The MOU contains an “Appendix A” entitled “Authorized Expenditures and Timelines” in which project information is detailed by solution area (Planning, Organization, Equipment purchase, Training, and Exercises–POETE), description, deliverable due date, and amount. The Project Lead works with the Bay Area UASI Project Manager and appropriate sub-recipient jurisdiction representatives, team members, and/or technical experts as needed to define and describe work tasks. MOUs must be completed, signed, and approved as part of the project planning phase.

See Section V (Procurement) for more information on executing and modifying MOU agreements. In particular, see “Appendix A – Authorized Expenditures and Timelines” for more information on allowable costs and requirements. In addition, the MOU Appendix A template can be found in Section VII (Templates).

Vendor Procurement

Most Bay Area UASI projects require contracts with outside vendors. Sub-recipients should use their own procurement procedures, regulations, and best practices, provided these conform to applicable federal law and standards. Sub-recipients are required to provide the Management Team’s Grants Management Unit a copy of their procurement policies for review. The sub-recipient jurisdiction must also comply with all relevant guidelines laid out in this manual,

including those in Section V (Procurement), as well as meet the approval requirements listed in the next section. The Sub-recipient Project Lead is responsible for procurement processes. The Project Lead should work closely with their team/subject matter experts to develop solicitations and contracts that are technically accurate and consistent with details in the project proposal and MOU agreements. The Management Team is available to support jurisdictions with best practices concerning vendor solicitation, selection, negotiation, and management.

In many cases sub-recipient jurisdictions may begin the vendor procurement process in advance of the finalization of the MOU. Such work can include doing market research and drafting the solicitation. In addition, some jurisdictions are able to post the solicitation as well as select a vendor and negotiate a contract, depending on that jurisdiction's local policies and procedures. However, under no circumstances may a sub-recipient jurisdiction obligate the funds, incur costs, and submit a reimbursement request for work on a contract that is not consistent with the performance period stated on an approved MOU document.

Approval of Vendor Solicitations and Contracts

All solicitation processes/contracts must, at a minimum include the following elements:

Solicitation phase:

- ***Engage in a full and open competitive bidding process*** or a sole source process as determined by local policy, provided that such a process is not in conflict with federal regulations which supersede it.
- ***Obtain a state sole source approval*** if there is only one bid or only one vendor that can perform the services required and the contract is \$150,000 or more. In such cases, the contracting entity must transmit a sole source request to the Bay Area UASI Grants Management Unit for submission to the State.

Selection phase:

- ***Include a selection panel that is comprised of subject matter experts*** from among regional stakeholders. The Project Lead and any team members who worked on the Request for Proposals (RFP)/Request for Qualifications (RFQ) may not serve on the selection panel, but may coordinate selection panel logistics, provide technical input, and/or observe the process. The selection panel should consist of an odd number of people ranging from three to seven members.
- ***Make a selection based on criteria that is published in the RFP/Q.*** Evaluating proposals or making comments based on previous experiences or hearsay should be discouraged. Panelists should be directed to focus on the information in the proposals and base their evaluation and selection on those materials.
- ***Observe confidentiality.*** Panelists should not, under any circumstances, contact or communicate with any of the proposers or anyone outside of the selection panel process,

including members of the Approval Authority and the Management Team. Names of the proposed bidders should also be held in confidence. This lock-down of information is intended to preserve integrity and fairness.

- ***Include signed impartiality/conflict of interest statements for selection panel members.*** See template in Section VII. A panelist is prohibited from participating in an RFP/Q screening or evaluation process if he or she, or any member of his or her immediate family (including spouse/domestic partner and dependent children):
 - Has received income or gifts within the past year from any of the proposers;
 - Has any ownership interest or other direct or indirect investments, other than mutual funds, in any of the proposers;
 - Expects or intends to seek employment or any other relationship with any of the proposers; and/or
 - Has any other direct or indirect interest in any of the proposers that would prevent him or her from exercising fair and impartial judgment when participating in the RFP screening or evaluation process.

Where a recipient of federal funds makes sub-awards under any competitive process and an actual conflict or an appearance of a conflict of interest exists, the person for whom the actual or apparent conflict of interest exists should recuse himself or herself not only from reviewing the application for which the conflict exists, but also from the evaluation of all competing applications. See also Section II of this manual for more information on ethical and conflict of interest standards.

Negotiation/ contract stage:

- ***Ensure costs are reasonable and consistent*** with the amount paid for similar services in the market place— a reasonable cost/price analysis must be conducted by the Project Team.
- ***Include a clearly written scope of services***, tangible deliverables, clear performance periods, and a schedule of payments by deliverable.
- ***Be performed and paid in entirety within the grant performance period.***

Project Plan

A project plan develops the details of a project that are further fleshed out and updated from the proposal stage. In special cases when projects are particularly complex and involve multiple stakeholders and significant investments, the Bay Area UASI Project Manager may request sub-recipient jurisdictions to participate in the development of a project plan document. A project plan may also be required by the General Manager for special initiatives that are managed by the Management Team.

Project leads, Bay Area UASI project managers, team members, and other subject matter experts work together to develop the project plan, working from the required template (See Section VII).

Working collaboratively ensures that all technical bases are covered and obtains the team's buy-in. The following elements are included in the project plan template.

- Problem Definition
- Project Origin and Evolution
- Project Goals
- Project Strategies
- Deliverables and Requirements
- Duration and Hours
- Budget
- Roles, Responsibilities, and Stakeholders
- Evaluation
- Risks and Mitigation
- Communications
- Approvals

The project plan is the core governing document for the project to which team members are held accountable. Information in the project plan must be consistent with that in the MOU agreements and vendor solicitations and contracts, if applicable. The length of time to prepare a project plan will vary due to the complexity, size, and number of stakeholders involved in the project, but this should usually range from a couple of days to a few weeks. Project plans must be approved by the Bay Area UASI General Manager or designee and sub-recipient representatives, as appropriate.

C. Execution

The Project execution phase begins once vendor contracts, the MOU document, and project plan (if applicable) are finalized. In execution, the Sub-recipient Project Lead carries out the project as defined in the project proposal document and refined in any vendor contract and Memoranda of Understanding (MOU).

The Bay Area UASI Management Team Project Manager works closely with the Sub-recipient Project Lead during execution. The Project Manager is tasked with ensuring the project is on time and on budget and to help follow up on deliverables and compliance as specified in the MOU, such as Environmental and Historic Preservation (EHP) approval, sole source approval, and performance bond acquisition. Working in the WebGrants system, the Project Lead reports to the Project Manager on the current status of the project, identifying and analyzing any variances between plan and actual. As necessary, the Project Lead and Project Manager will seek corrective actions to update project timeline, scope, and budget. Oversight of project execution is carried out by the Bay Area UASI Management Team and, in some cases, through the associated work group. The Bay Area UASI General Manager or designee is responsible for reporting on project progress and change management to the Approval Authority.

Reporting

Successful project execution requires a variety of reporting at all levels of the Bay Area UASI. Reporting requirements include the following:

- ***Project Team*** – The Sub-recipient Project Lead is responsible for checking in with his or her team, vendors, and/or partner jurisdictions to make progress on deliverables as stated in the project proposal/plan/vendor contract. For more complex projects, regular project team meetings may need to occur by phone, email, or in person. The Project Lead should work with team members on an ongoing basis to ensure that expectations are synchronized with what has been accomplished, what needs to be accomplished, and the challenges being encountered. The Project Lead should facilitate the communication between team members who own dependent tasks so that successor tasks can begin as soon as possible after predecessor tasks are complete.
- ***Work Group*** – The Sub-recipient Project Lead is strongly urged to participate in the technical Bay Area UASI work group associated with the project. The subject matter experts in the work group play an important role in sharing lessons learned, developing regional cooperation, and providing technical oversight/input during project execution.
- ***Bay Area UASI Project Manager*** – The Project Lead is responsible for project reporting to the Bay Area UASI Project Manager through the WebGrants system. The Project Lead should discuss progress on scope, schedule, and budget, and deviations from that agreed to in project documentation.
- ***Grants Compliance*** – So that the Bay Area UASI may remain in compliance with federal and state policies and procedures, sub-recipient project leads are responsible for program and financial reporting as directed by the Grants Management Unit. For more information on sub-recipient monitoring and reporting see Section VI (Financial Management).
- ***Approval Authority*** – The Bay Area UASI General Manager or designee is responsible for reporting on project progress to the Approval Authority. The General Manager may single out high risk/cost/impact projects for regular progress reporting, as directed by the Approval Authority. On a regular basis, the General Manager or designee will provide portfolio status and financial reports detailing progress by sub-recipient jurisdiction and grant source.

Change Management

Project change management is the practice of controlling and documenting changes to the baseline project documentation. Managing the project during the implementation stage means monitoring actual activity against planned (baseline) progress and making the necessary course changes in schedule, scope, and/or budget to meet user and stakeholder expectations. Section 8.5 of the Approval Authority By-laws governs grant budget modifications for the Bay Area UASI. Change requests should be initiated through the WebGrants system.

- ***Change Request Form*** – The Sub-recipient Project Lead is responsible for project change management and must make requests for timeline, budget, and scope changes to the Bay Area UASI Project Manager in a timely manner using the Project Change Request Form in the WebGrants system. This form is necessary to collect all of the required information at one time to evaluate the request, appropriately share the information, as well as to maintain needed documentation. The form is intended for requested changes to timeline, scope, and/or budget, and it collects information on the nature of the request and why it is needed.
- ***Project Timeline Change Requests*** – The Management Team must report to the Approval Authority any timeline changes for projects with budgets over \$250,000 in which the final project completion date is delayed by more than six months. The Management Team may ask jurisdictions that are not on track towards timely completion to return funds to the associated hub to fund the next-in-line project. All sub-recipient jurisdictions are required to meet the sub-recipient grant deadline provided by the Bay Area UASI Management Team Chief Financial Officer. If the State provides an extension on a grant performance period, the Management Team will pass this along to sub-recipient jurisdictions whenever possible to do so. If a jurisdiction is unable to meet the deadline provided as the sub-recipient performance period, the funds must be returned to the Management Team so that they can be reallocated elsewhere in the region to avoid having to return unspent funds to the State. The Sub-recipient Project Lead should immediately notify the Bay Area UASI Project Manager in the event they are unable to meet their deliverable due dates and specifications as approved in their MOU document.
- ***“Swapping”*** – When a jurisdiction needs to extend the timeline of an approved project beyond the sub-recipient performance period, that jurisdiction may request to “swap” funds with another approved project that can be completed by the jurisdiction within the grant effectiveness period. Such requests will be approved by the General Manager as long as there is a reasonable expectation that the funds can be spent as stated within the designated timelines. The Management Team will closely monitor projects per identified milestones.
- ***Project Timeline Change Requests for NCRIC*** – In April 2014, the Approval Authority approved a policy to permit the NCRIC to carryover funding allocations to future sub-recipient performance periods provided that this still falls at least three months before the end of the grant performance period provided by the State. The NCRIC will be required to keep the Bay Area UASI Management Team CFO apprised of funding sources and uses at all times. In addition, the NCRIC will be required to report the amount of its carryover balance to the Approval Authority when requesting additional future funding allocations. This exception was granted because of the unique situation and role of the NCRIC, and so that they may maintain a buffer for salaries against unforeseen changes in future grant allocations as well as engage in complex procurement processes that extend beyond twelve months.
- ***Project Budget Change Requests*** – The Management Team must bring any budget change for a project that exceeds \$250,000 to the Approval Authority for approval prior to the change. Within a grant project, the Bay Area UASI General Manager may reallocate funds up to a cumulative total of \$250,000. This authority allows the General Manager to add or

subtract from the original allocation up to the total amount of \$250,000. Any changes must be consistent with the original project goals and objectives as stated in the project proposal and/or FEMA requirements. The General Manager will report such reallocations to the Approval Authority on a biannual basis.

- ***Project Scope Changes*** – The Management Team will review project scope change requests for consistency with the original project goals and objectives as stated in the project proposal, the Bay Area Homeland Security Goals and Objectives, THIRA, and FEMA grant requirements. Requested changes that are not consistent with the above criteria will be denied in order to maintain compliance and fidelity to previously vetted and approved spending. The Management Team must report to the Approval Authority any project scope change for projects with budgets over \$250,000 that results in significant changes in key deliverables or stakeholders.
- ***Funding of “Next-in-Line” Projects*** – During the project “Identification” phase, hubs are asked to identify projects to be funded if and when additional funding becomes available in the course of the grant period. Funding may become available if a jurisdiction is unable/no longer interested in implementing project goals and objectives as originally stated and approved by the Approval Authority, or expenditures for a project are lower than originally budgeted. In both of these instances, jurisdictions are required to return the funds to the hub to fund projects “next-in-line” for funding. Projects should be funded in order of priority as funds become available. However, a hub may, by mutual agreement, decide to adjust the order or adjust the cost allocated to projects. In special cases, unused funds may be allocated towards new purposes within that same project when all of the following conditions are met as determined by the Management Team: (1) the original allocation was made to fund a part of a project and funding subsequently became available due to the fact that costs of the project were less than originally anticipated; (2) the new purposes are clearly defined in the original project proposal that had been vetted and approved by the Approval Authority.
- ***Appeal Process*** – The General Manager is granted discretion in approving project change requests as specified above. If a sub-recipient jurisdiction believes such discretion has been applied in a way that is not consistent with these guidelines, or is not in the spirit of fairness or effectiveness, he or she may seek to appeal the decision. Such an appeal should first be made directly to the General Manager and then, if still not resolved to the parties’ satisfaction, directly to the Approval Authority.

Monitoring

The Bay Area UASI Management Team Project Managers are responsible for monitoring sub-recipients to determine effectiveness and efficiency of operations, reliability of reporting and recordkeeping, and compliance level. The WebGrants system is utilized to communicate with sub-recipients as to their progress meeting key milestones.

Key monitoring concerns of the Project Managers include the following:

- The status of execution of the project (Is the project on time and on budget? Have the items been ordered? Are there any issues in the procurement process?)
- The status of reimbursement requests (Have they been submitted?)
- Have grant requirements been met? (EHPs, performance bonds, job descriptions, etc.)

The Grants Management Unit accomplishes financial sub-recipient project monitoring through a combination of desk-based reviews and on-site monitoring visits. Monitoring involves review and analysis of financial, programmatic, performance and administrative issues, and identifies areas where technical assistance and other support may be needed. The sub-recipient is responsible for resolving any monitoring findings (i.e., findings of non-performance or non-compliance) in a timely manner by a corrective action plan and technical assistance in association with the Management Team. See Section VI “C. Sub-recipient Monitoring” for more information.

Deliverable Quality Standards

The Sub-recipient Project Lead is ultimately responsible for project quality and outcomes. He or she must ensure that project deliverables are of high quality and meet specifications in the project documentation. He or she is responsible for providing oversight and management of professional services consultants and ensuring deliverable quality and timeliness. Payments to vendors should be structured by deliverable and should not be authorized by the contract holder until quality standards have been met by the vendor.

D. Close Out

Administrative Close Out

At project end, sub-recipient project leads are responsible for ensuring that electronic and hard copy project files are archived in an orderly and easily accessible fashion. The Management Team’s Grants Management Unit will work with sub-recipient jurisdictions as needed to make sure all sub-grant allocations are properly closed out. Please see Section VI (Grant Close Out) for information about the process.

Document Retention

All sub-recipients are required to retain all documentation related to project implementation and expenses reimbursed under the Bay Area UASI for a period of three years after the close of the grant. This retention period will commence upon receipt of the final close-out letter by Cal OES. All records associated with Bay Area UASI projects must be made available to the Bay Area UASI Management Team, and financial records are also subject to review by the California Office of Emergency Services (Cal OES) and the Department of Homeland Security staff.

Lessons Learned

For some projects, the Bay Area UASI Project Manager may prepare a “lessons learned” document or have a lessons learned discussion in the technical work group associated with the project. This would be useful for projects involving multiple stakeholders and jurisdictions and is key to improving similar work in the future. Some questions to consider include:

- Did the project achieve its outcomes/requirements as stated in the project documentation?
- What went well and why?
- What went wrong and why?
- What did we do about it?
- What else might we have done?
- What are lessons learned for future projects and teams?

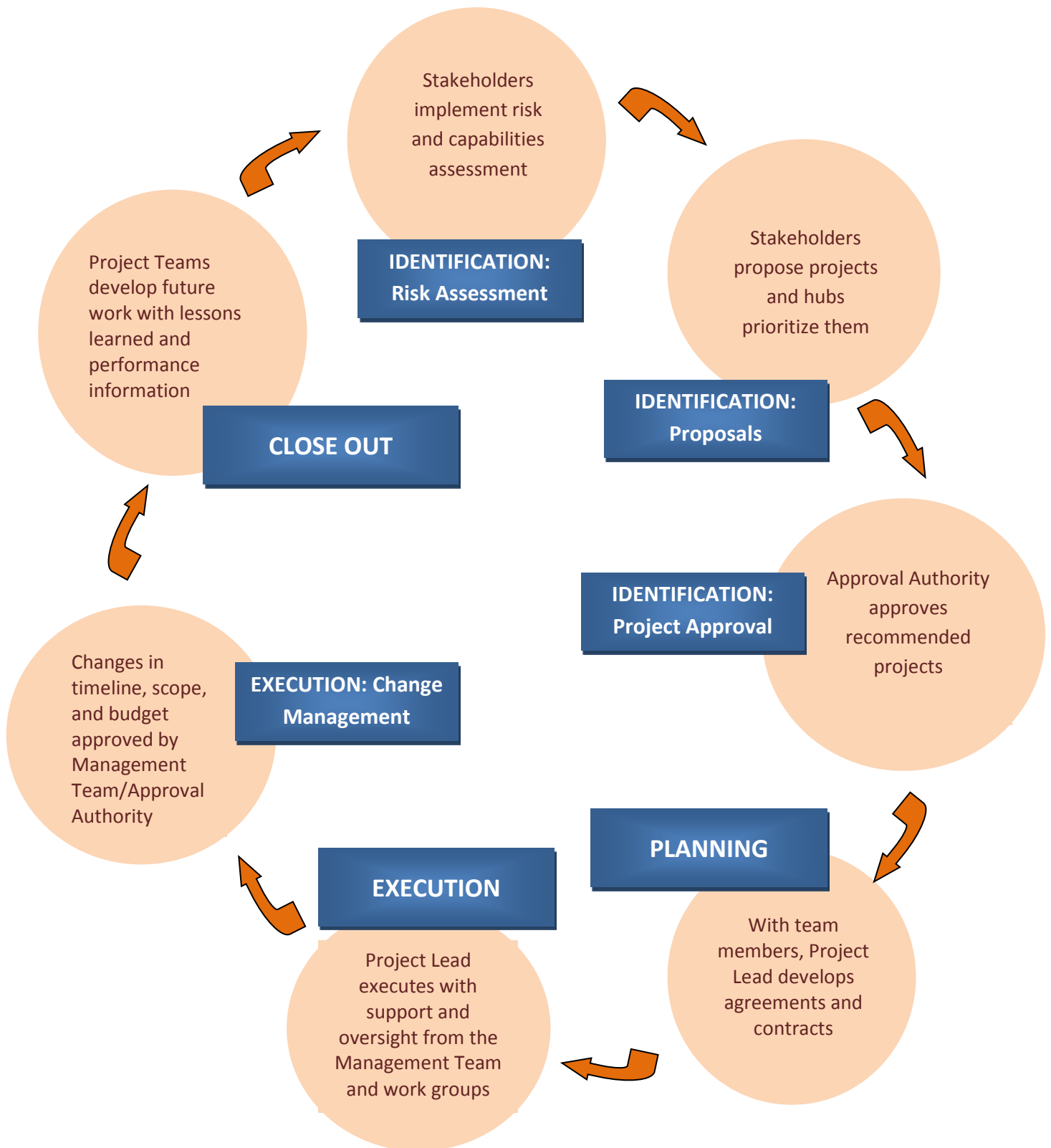
Portfolio Evaluation

The Bay Area UASI uses information on portfolio performance and metrics to inform the next cycle of project identification. In 2013, the Bay Area UASI introduced over 700 specific performance measures within the Cal COP online system that are tied to FEMA’s core capabilities. This allows the region to locally define core capabilities and concretely track progress at the regional as well as at the level of each Operational Area and Core City. Please see the Capability Assessment Tool on the Bay Area UASI website for more information.

The Bay Area UASI has also analyzed the outcomes and effectiveness of its work through the Effectiveness Report, which was last issued in January 2014. This report evaluated how investments better position the Bay Area region to prevent, protect against, mitigate, respond to, and recover from acts of terrorism and other hazards.

Other efforts to evaluate the portfolio of Bay Area UASI projects include reviewing and analyzing After Action Reports (AAR) and improvement plans to determine whether we are enhancing capabilities and overall preparedness, as well as identifying multi-year training and exercise plans to assess and test capabilities. Exercises should be designed around testing and evaluating the region’s ability to prevent, protect against, mitigate, respond to and recover from the highest risk terrorism scenarios.

G. Summary of the Project Cycle



H. Summary of the Project Team

	Project Lead	Management Team Project Manager	Work Group
	<i>The Project Lead is the person in charge of the project from the sub-recipient jurisdiction</i>	<i>The Bay Area UASI Project Manager has relevant subject matter expertise as well as grants management expertise</i>	<i>Each project is associated with a technical Work Group, which is comprised of regional subject matter experts</i>
Planning	<i>With team members, responsible for project planning, including inputting into the MOU agreement and vendor solicitations and contracts.</i>	<i>Helps complete the project information in the MOU agreement and provides support on deliverable planning and procurement as needed.</i>	<i>The Work Group may guide a Project Team in developing the project plan and the scope of work for any vendor solicitations and contracts.</i>
Execution	<i>Responsible for all aspects of project execution, including managing changes in budget, timeline, and scope; reports on progress to the Bay Area UASI Project Manager and, in some cases, Work Group.</i>	<i>Provides oversight and support to the Project Lead during implementation, and is the single point of contact for all project matters, including compliance and changes in budget, timeline, and scope.</i>	<i>The Work Group hears progress updates from the Project Lead and provides technical input during project execution.</i>
Close Out	<i>Encouraged to document lessons learned; works with the Management Team to close out sub-grant allocations per Cal OES specifications.</i>	<i>With the Project Lead, encouraged to document and discuss project lessons learned.</i>	<i>The Work Group applies lessons learned and inputs into portfolio evaluation and performance metrics to improve future project outcomes.</i>

IV. COMPLIANCE

To successfully complete the grant process, every jurisdiction and agency receiving federal homeland security program funds must comply with the rules, laws, and guidelines that govern federal grant awards. The Bay Area UASI Management Team Grants Management Unit provides oversight of grant activities through a review of an organization's processes and supporting documentation to ensure compliance. This section includes a list of compliance requirements and forms.

A. Policies and Procedures

The *Code of Federal Regulations Title 2 (2 CFR) Part 200 Subpart D, Uniform Administrative Requirements Cost Principles, and Audit Requirements for Federal Awards* describes post award requirements for grantees and sub-recipients. These requirements include: performance measurement, financial management, and internal controls (among others). In order to ensure compliance with grant guidelines, each Bay Area UASI sub-recipient agency is required to develop and maintain a written policies and procedures manual that can be provided upon request to the Grants Management Unit. This manual should describe in detail the requirements as well as monetary thresholds for obtaining approvals to expend grant funds. All local policies and procedures are to be followed as long as they do not conflict with federal regulations or guidelines.

In addition to a policies and procedures manual, all sub-recipient jurisdictions should develop and maintain a written fraud policy. In Section II (Roles and Responsibilities) of this document, Item F defines fraud and provides information on what should be included in this policy.

B. Required Forms

Under certain circumstances, sub-recipients may be required to submit forms to the Bay Area UASI Management Team and receive state and/or federal approval prior to beginning the purchasing process. The following forms – Controlled Equipment Request, Environmental and Historic Preservation, Aircraft, Watercraft, EOC, and Sole Source – can all be downloaded from the Bay Area UASI website (www.bayareauasi.org) and are to be completed and submitted to the pertinent Bay Area UASI Project Manager for submission to Cal OES. The Bay Area UASI Project Manager will support the sub-recipient jurisdiction in identifying and completing required compliance requirements.

Controlled Equipment Request

As part of the implementation of *Executive Order 13688: Federal Support for Local Law Enforcement Equipment Acquisition*, issued January 16, 2015, the *Recommendations Pursuant to Executive Order 13688* collectively established a Prohibited Equipment List and a Controlled Equipment List and identified actions necessary to improve federal support for the appropriate acquisition, use, and transfer of controlled equipment by state, local, tribal, territorial, and private grant recipients. Information Bulletin #407a provides current guidance regarding the requirements when applying for, expending grant funds, or using grant-funded controlled equipment and is applicable to all grants awarded by DHS/FEMA on or after October 1, 2015 (beginning with FY 16 grants).

The *Prohibited List* identifies categories of equipment that recipients are prohibited from acquiring using federally provided funds or via transfer from federal agencies, and includes: tracked armored vehicles, weaponized aircraft, vessels, and vehicles of any kind, firearms of .50-caliber or higher, ammunition of .50-caliber or higher, grenade launchers, bayonets, and camouflage uniforms used for urban settings.

The *Controlled Equipment List* identifies categories of equipment that may still be acquired through federal assistance programs. However, additional controls have been imposed on the acquisition, use, and transfer of this equipment. The list includes: manned fixed and rotary wing aircraft, unmanned aerial vehicles, armored vehicles, wheeled vehicles (both tactical and command and control), and specialized firearms and ammunition under .50-caliber (excluding firearms and ammunition for service-issued weapons), explosives and pyrotechnics, breaching apparatus (e.g. battering ram, similar entry device), riot batons (excluding service-issued telescopic or fixed-length straight batons), and riot shields.

Although the Executive Order speaks directly to Law Enforcement Agencies (LEA), FEMA will apply the same requirements and conditions to all controlled equipment regardless of the agency's affiliation. As described below, the requesting agency will be required to submit FEMA form #087-0-0-1 and receive approval prior to the ordering of the equipment. The form must include the following information:

1. A “*clear and persuasive explanation demonstrating the need for the controlled equipment and the purpose that it will serve.*”
2. A current inventory of controlled equipment acquired through federal programs, pending applications for controlled equipment, previous denials for controlled equipment, and any finding of violations of federal civil rights statutes or programmatic terms involving controlled equipment.
3. Certification that the entity has adopted, or will adopt prior to acquiring controlled equipment, applicable policies and protocols, meets the training requirements, and will adhere to the records keeping requirement and after action report requirements. The entity must also certify that they will abide by all applicable federal, state, local, and tribal laws, regulations, and programmatic terms and conditions.

4. Defined policy and protocol requirements that specifically govern the appropriate use of the equipment, the supervision of use of the controlled equipment, an effectiveness evaluation, auditing and accountability, and transparency and notice considerations.
5. Conduct technical proficiency training, scenario-based training, training on Civil Rights and Liberties, and (specifically for LEAs) general policing standards training. These general policing standards must include: community policing, constitutional policing and community input and impact considerations.
6. A commitment to collect and retain all documentation concerning controlled equipment used during a “Significant Event” which will be used for an After Action Review
7. A commitment to maintain a record of Policies and Protocols, Training Records, and After Action Reviews

Small, Unmanned Aerial Systems – There are additional requirements for Small, Unmanned Aerial Systems (more commonly known as “drones”). To request the purchase of a drone, additional policies and procedures must be in place to safeguard individuals’ privacy, civil rights, and civil liberties as described in the Presidential Memorandum: “*Promoting Economic Competitiveness While Safeguarding Privacy, Civil Rights, and Civil Liberties, in Domestic Use of Unmanned Aircraft Systems*”, issued February 20, 2015.

Regional Capability – If the controlled equipment provides regional or multi-jurisdiction capability, all entities in the regional sharing agreement must meet all policy and protocol, training, and documentation requirements.

Disposition of Controlled Equipment – Prior to the disposition of controlled equipment, recipients must request disposition instructions from FEMA, consistent with the terms of 2 *CFR Part 200* and the grant award agreement. All applicable terms must be met when disposing of controlled equipment.

Transfer of Controlled Equipment – Controlled equipment must remain in the possession of the original FEMA grant recipient and may not be transferred without written permission from FEMA. FEMA will, on a case by case basis, determine whether to allow the transfer of controlled equipment. The use of controlled equipment under an MOU or other regional sharing agreement does not constitute a transfer of controlled equipment.

Violations of Use of Controlled Equipment – FEMA may take appropriate action according to 2 *CFR Part 200* for violations of any federal statutes, regulation of the terms, and conditions of the award related controlled equipment (e.g. failure to adopt required protocols, unauthorized transfers). All alleged violations of law involving grant-funded, controlled equipment, including civil rights laws, will be cause for referral to FEMA’s Office of Civil Rights (OCR), DHS’ Office of Civil Rights and Civil Liberties, other appropriate compliance offices, or the U.S. Department of Justice for investigation.

Environmental & Historic Preservation (EHP)

Federal environmental and historic preservation laws and executive orders provide the basis and direction for the implementation of EHP review requirements for FEMA-funded projects. As described below, the purchase of certain equipment and the conduct of field-based training or exercises trigger the need for an EHP review. Moreover, EHP approval is required prior to either the ordering of equipment or the conduct of any training or exercise.

All equipment must have an Authorized Equipment List (AEL) number in order to be eligible for grant funding. The most current FEMA AEL list can be found on the FEMA website: <https://www.fema.gov/authorized-equipment-list>. For each item that may have an EHP requirement, column E will indicate: “Environmental Planning and Historic Preservation (EHP)”. This EHP requirement is only applicable if the equipment is not portable. Should the equipment be portable, an EHP will not be required. For training classes, only field-based training classes require submission. For exercises, only field-based exercises require the submission of an EHP.

In order to complete the EHP Form, sub-recipient project leads will work with their respective Bay Area UASI project manager to answer the pertinent questions. The form must include a brief, clear description of the project. If equipment is being purchased, the equipment quantity must be included and if the equipment is to be installed, aerial and ground level photographs are also required. If the EHP is for training or exercise, the physical location of the site (including longitude and latitude) must be provided. Approval must be received by Cal OES prior to purchasing equipment, or conducting the training or exercise.

Aircraft Form

If a sub-recipient jurisdiction is purchasing an aircraft or any equipment item that attaches to an aircraft, the Aircraft Form must be completed, submitted, and approved prior to ordering the equipment. To complete this form, the Sub-recipient Project Lead works with their respective Bay Area UASI project manager. The Aircraft Form requires:

- A brief, clear description of the area that will be served by the requested equipment;
- A description of the equipment, quantities, and AEL numbers;
- A justification of need and how this purchase compares to other options;
- Identification of the applicable goals and objectives in the Bay Area UASI Goals and Objectives document;
- How this equipment fits into the State/Urban Area's integrated operational plans;
- An explanation of the types of terrorism response and prevention equipment included;
- A description of how the aircraft will be used operationally;
- A description of the use of the aircraft on a regular, non-emergency basis; and
- A signed letter on agency letterhead certifying that an existing aviation unit is operating and will continue to operate independent of the requested funding; including: a description of the active, operating aviation unit and certification that no expenses will be charged

against the grant award for the operation of such aviation unit; and certification that licensing, registration fees, insurance, and all ongoing operational expenses are the agency's responsibility and are not allowable under the grant.

Watercraft Form

If a sub-recipient is purchasing a watercraft or any equipment item that attaches to the watercraft, the Watercraft Form must be completed, submitted, and approved prior to ordering the equipment. To complete this form, the Sub-recipient Project Lead works with their respective Bay Area UASI project manager. The Watercraft Form requires the following elements:

- Brief, clear description of the area that will be served by the requested equipment;
- Description of the equipment, quantities, and AEL numbers;
- Justification of need and how this purchase compares to other options;
- A description of the active, operating waterway patrol unit;
- Identification of the applicable goals and objectives in the Bay Area UASI Goals and Objectives document;
- How this equipment fits into the State/Urban Area's integrated operational plans;
- How the waterway has been identified as a critical asset requiring state and/or local prevention and response capabilities;
- How the requested watercraft fits into the State/Urban Area's integrated operational plans and vulnerability assessment;
- Types of terrorism incident response and prevention equipment (including any specialized navigational, communications, safety, and operational equipment);
- How the watercraft will be used operationally;
- The use of the watercraft on a regular, non-emergency basis; and
- A signed letter on agency letterhead certifying that licensing, registration fees, insurance, and all ongoing operational expenses are the responsibility of the grantee or the local units of government and are not allowable under this grant.

Emergency Operation Center (EOC) Form

If a sub-recipient is establishing or enhancing either its primary EOC or an alternate EOC, the EOC Request Form must be completed, submitted, and approved prior to ordering the equipment. To complete this form, the Sub-recipient Project Lead works with their respective Bay Area UASI project manager. The EOC Form has the following required elements:

- Physical address of the facility;
- How the establishment/enhancement of this EOC improves the organization's ability to prevent, plan for, respond to, and recover from a terrorism event;
- All sources and uses of additional funds that are assisting the project in any way;
- Itemized breakdown of equipment by AEL number and cost; and
- Justification that the costs requested for the EOC are reasonable.

Sole Source Request Form

The *Code of Federal Regulations Title 2 (2 CFR) 200.88 Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards* provides guidance for procurement using federal funds. In the case of sole source procurement, sub-recipient jurisdictions may follow their local requirements for procurement under \$150,000 as long as they do not violate any federal regulation.

However, if a sub-recipient jurisdiction wishes to make a sole source purchase over \$150,000, the Sole Source Request Form must be completed, submitted, and approved prior to expending funds. To complete this form, the Sub-recipient Project Lead works with their respective Bay Area UASI project manager to complete the form. The Sole Source Request Form requires the following:

- Brief, clear description of the proposed project or activity to be provided by the sole source vendor/contractor;
- Description of their agency's standard procedures when sole source contracting is considered;
- Why a sole source is needed (i.e., only available from one source, a public urgency or emergency, or only one bid received);
- Assurance that the contractor is not suspended or debarred;
- Guarantee that the funds can be spent prior to the end of the grant performance period; and
- Justification that costs are reasonable.

In addition, the sub-recipient jurisdiction must submit a cost benefit analysis as part of the Sole Source Request Form. This should include specific financial information and analysis that shows the financial benefit of the purchase to the agency. Examples of pertinent information in a cost benefit analysis may include information such as: savings involving personnel and staffing requirements; training cost savings as a result of interoperable equipment; or needing to make multiple purchases to otherwise obtain the same result with the requested item. The cost benefit analysis should not include information that is not pertinent to the financial analysis (i.e. safety benefits to the staff).

C. Performance Bonds

Many sub-recipient jurisdictions are unable to procure large equipment items with homeland security grant funds due to the fact that vendors are frequently unable to deliver such items within the federal grant period. To help address this issue and allow sub-recipients to be able to procure large equipment items with homeland security grant funds, FEMA allows sub-recipients to obtain a "performance bond."

To obtain a performance bond, the sub-recipient jurisdiction pays for the equipment item up front (upon receiving a valid vendor invoice prior to the stipulated delivery date) and receives an

assurance from the vendor that the item will be delivered within 90 days of the State's performance period. The performance bond, therefore, acts as an insurance policy for the sub-recipient jurisdiction. Upon payment of the equipment cost and the performance bond, the sub-recipient jurisdiction may seek reimbursement from the Bay Area UASI Management Team, rather than having to wait to seek reimbursement until after the delivery of the equipment.

Per the California State Supplemental Guidance, sub-recipients must obtain a performance bond for any equipment item over \$250,000 or any vehicle, aircraft, or watercraft financed with homeland security dollars. Sub-recipient project leads should work with their respective Bay Area UASI project manager to determine the exact date that must be used in the performance bond. The cost of a Performance Bond is typically 1-3 % of the cost of the item.

D. Travel

If a sub-recipient jurisdiction requests funding for travel, the Bay Area UASI Travel Policies and Procedures Manual is to be followed (See Section VII of this Manual). Sub-recipient project leads should consult with their Bay Area UASI project manager and must provide adequate written justification and documentation. All travel must fall within the intent of the overall travel policy. To be in compliance with the Bay Area UASI Travel Policy, all travel requires a written request and approval by the requestor's direct supervisor and the Bay Area UASI General Manager. If the request is for travel for a national association or board, a written request must be submitted to, and approved by, the Bay Area UASI Approval Authority. Lastly, if the request is for travel to a non-continental US destination or for international travel, a written request and approval must be submitted to, and approved by, the Bay Area UASI Approval Authority, the Bay Area UASI General Manager, Cal OES, and FEMA. The international travel process takes over six months and requires extensive documentation.

E. Match

Cost sharing or matching means that a portion of the costs of a federally assisted project or program is borne by the sub-recipient and not by the federal government. In order to meet a cost share or match requirement, sub-recipient jurisdictions must provide either cash or in-kind contributions. In order for matching funds to be eligible, only allocable and allowable costs under the appropriate costs principles and program eligibility requirements are allowed. Further, they must have been expended within the performance period of the award and provide direct support for the program or project for which the funds were awarded. All matching funds must be supported by source documentation and cannot have been included as a cost or used to meet cost share or match requirements for another federal award unless authorized by statute. Lastly, any matching funds must be treated on a consistent basis by the sub-recipient.

F. Grant Extensions

There have been significant congressional concerns over unspent federal homeland security grant funds. Currently, the performance period of homeland security grants is three years and FEMA will only approve extension requests due to compelling legal, policy, or operational challenges. Extension requests will only be considered for the following reasons:

- Contractual commitments by the grant recipient with vendors or sub-recipients prevent the completion of the project within the existing Period of Performance;
- The project must undergo a complex environmental review that cannot be completed within this timeframe;
- Projects are long-term by design and therefore acceleration would compromise core programmatic goals; and
- Where other special circumstances exist.

If an extension request is warranted, sub-recipient jurisdictions should first contact their Bay Area UASI Project Manager. If approved at the Bay Area UASI level, a request will be sent by the UASI Management Team to Cal OES for approval. Sub-recipients will be notified of the State's decision when it has been received by the UASI Management Team.

V. PROCUREMENT

Procurement includes hiring, purchasing of supplies, and soliciting for professional services. The Bay Area UASI Management Team has responsibility for oversight of procurement processes that utilize federal funds received by the Bay Area UASI. The Grants Management Unit of the Management Team ensures compliance with federal laws, regulations, executive orders, departmental policy, award terms and conditions, and state and local requirements.

When a jurisdiction is the sub-recipient of award funds, the sub-recipient is responsible for procurement processes and should use procurement procedures and regulations from that jurisdiction, provided these procurement procedures and regulations conform to applicable federal law and standards.

In cases when a project does not include sub-recipient funding, all procurement processes are the responsibility of the Bay Area UASI Project Manager, working in partnership with the Grants Management Unit. Such procurements are conducted per the policies and procedures of the City and County of San Francisco as the Bay Area UASI fiscal agent.

A. Types of Agreements

The Bay Area UASI Program, through the Grants Management Unit, administers three types of contracting agreements:

- ***Memoranda of Understanding (MOU)*** – This is an agreement between the City and County of San Francisco, in its capacity as the fiscal agent for the Bay Area UASI, and a sub-recipient jurisdiction. This document is a requirement when a jurisdiction is a sub-recipient of federal award funds.
- ***Letters of Agreement (LOA)*** – This is an agreement between the Bay Area UASI, acting by and through the Bay Area UASI Management Team, and another department within the City and County of San Francisco.
- ***Professional Services Contract*** – This is an agreement between the City and County of San Francisco and a vendor for services that require advanced specialized knowledge or expertise.

B. Content of the MOU/LOA

MOUs and LOAs consist of the following sections:

- ***Boilerplate Agreement***

The boilerplate of an MOU contains the following twelve articles:

- Article 1 – Definitions
- Article 2 – Allocation and Certification of Grant Funds; Limitation on San Francisco’s Obligations
- Article 3 – Performance of the Agreement
- Article 4 – Reporting Requirements; Audits
- Article 5 – Representations and Warranties
- Article 6 – Indemnification and General Liability
- Article 7 – Events of Default and Remedies; Termination for Convenience
- Article 8 – Assignments
- Article 9 – Notice and Other Communications
- Article 10 – Miscellaneous
- Article 11 – Insurance
- Article 12 – Compliance

The boilerplate of an LOA contains the following two articles:

- Article 1 – Performance of the Agreement
 - Article 2 – Notices and Other Communications
- ***Appendix A*** – “Authorized Expenditures and Timelines,” which details information by solution area (Planning, Organization, Equipment purchase, Training, and Exercises–POETE), program description, deliverable due date, and amount. See next section, “C. Appendix A – Authorized Expenditures and Timelines,” for more information on allowable costs and requirements for reimbursement.
 - ***Appendix B*** – “Grant Assurances,” which outlines compliance requirements and the sub-recipient’s obligations under the grant. Each page of this document must be initialed and signed by an authorized agent. See the template in Section VII.
 - ***Appendix C*** – “Form of Reimbursement Request,” which must be submitted to the Bay Area UASI Management Team when requesting reimbursement along with Schedule 1 (list of authorized expenditures) and Schedule 2 (grant match documentation, if applicable). See the template in Section VII. Grant match documentation must include all cash appropriations of non-federal funds and all in-kind services (in dollar values) that the sub-recipient intends to use for its grant match. The sub-recipient may not submit a reimbursement request until the Grants Management Unit approves the grant match plan.

C. MOU/LOA Appendix A - Authorized Expenditures and Timelines

All allowable UASI sub-grant award expenditures must fall into one of five solution areas: Planning, Organization, Equipment purchase, Training, and Exercise (POETE). The MOU/LOA Appendix A template can be found in Section VII of this manual.

Planning

The MOU/LOA obligations regarding planning include:

- **Personnel** – Prior to any sub-recipient expenditures for personnel, sub-recipients must submit completed job descriptions to the Bay Area UASI Project Manager detailing the planning activities the personnel will complete and the deliverables that will be produced. Prior to reimbursement, the sub-recipient must submit the following: all functional time sheets or allocation plans, payroll documentation or cancelled checks showing payment of salaries and benefits, and work product or certification that work was completed.
- **Contracts** – All contracts must comply with the contracting laws and best practices of their jurisdiction. See “Approval of Vendor Solicitations and Contracts” under “B. Planning” in Section III on the project cycle above for more information on criteria that should be met and Section IV (Sole Source Request Form) as appropriate.
- **Travel** – Travel for planning activities must be pre-approved by the UASI General Manager or designee prior to scheduling, per the Bay Area UASI Travel Policy (see Appendix E) and Section IV (Travel) above. Invoices must include all backup documentation, including conference agendas, programs, brochures, lodging receipts, per diem calculations, airfare receipts/boarding passes, mileage calculations, and proof of payment.

Organization

Eligible organization expenses that must be documented in the MOU/LOA include:

- Program management;
- Responding to an increase in the threat level under the Homeland Security Advisory System or needs resulting from a National Special Security Event;
- Establishing, enhancing, and staffing state and major urban area fusion centers;
- Development of whole community partnerships through groups such as Citizen Corps Councils;

- Utilization of standardized resource management concepts such as typing, inventorying, organizing, and tracking to facilitate the dispatch, deployment, and recovery of resources before, during, and after an incident;
- Paying salaries and benefits for personnel to serve as qualified intelligence Analysts; and
- Paying related Overtime and Operational Overtime costs.

Equipment

The MOU/LOA obligations for equipment include:

- As allowable under federal guidelines, procurement of equipment must follow local policies and procedures for competitive purchasing.
- At a minimum, more than one quote or bid must be obtained, unless a sole source is justified (see Section IV- Sole Source Request Form- above). If sole source approval is needed, the Sub-recipient Project Lead must transmit the request to the Bay Area UASI Project Manager for submission to the State. Such approval must be received prior to the purchase of the equipment.
- EHP approval, if required (see Section IV- EHP Form- above). If not previously identified, such a requirement will be conveyed by the Bay Area UASI Project Manager to the Project Lead during the project planning stage. When such an approval is required, the Project Manager will work with the Project Lead to complete the form.
- A performance bond for any aircraft, watercraft, or vehicle as well as any individual equipment item in excess of \$250,000 is required.
- Prior to reimbursement, the sub-recipient must submit to the Grants Management Unit all invoices, Authorized Equipment List (AEL) numbers, Controlled Equipment, EHP, Aircraft, Watercraft, EOC, or Sole Source approval letters, and a list of all equipment identification numbers and the deployed locations.
- When original or replacement equipment acquired under this award is no longer needed for the original project or program or for other activities currently or previously supported by the Department of Homeland Security/Federal Emergency Management Agency, the Bay Area UASI must be notified and will request instructions from Cal OES on the proper disposition of the equipment.
- In the case of Controlled Equipment (see Section IV B- Controlled Equipment Requests- above), all such purchases must remain in the possession of the original sub-recipient jurisdiction and may not be transferred without written permission from the UASI

Management Team. Should a transfer of equipment be requested, the UASI Management Team will contact Cal OES who will seek written permission from FEMA. A decision to allow a requested transfer of equipment will be made by FEMA on a case by case basis.

Training

The MOU/LOA obligations for training include:

- All training courses must be pre-approved by Cal OES. If the training should be field-based, EHP approval is required (see Section IV- EHP Form- above).
- Training course expenses may include backfill/overtime, travel, tuition, per diem or other grant eligible expenses.
- When seeking reimbursement for grant eligible expenses, the sub-recipient must submit the following:
 - Completed financial management workbook training ledger page indicating course title, feedback number, and sub category (e.g., overtime, backfill, course development);
 - Copy of the EHP approval letter (as applicable);
 - Registration receipts and agendas; and
 - Copies of participant sign in sheets and certificate of completion.

Exercise

The MOU/LOA obligations for exercise include:

- All field-based exercises and associated sites require EHP approval.
- Exercise expenses may include backfill/overtime, travel, tuition, per diem or other grant eligible expenses.
- When seeking reimbursement for grant eligible expenses, sub-recipients must submit the following:
 - Completed financial management workbook exercise ledger page indicating exercise title and sub category (e.g., overtime, backfill, course development);
 - Copy of EHP approval letter (as applicable);
 - Copy of After Action Report (due to Cal OES no later than 90 days after the exercise; and
 - Copies of participant sign in sheets.

D. Executing the MOU

It takes approximately three months for an MOU to be drafted and approved, but may take longer depending on the workload of the participating parties, the complexity of the document, and especially the length of time it takes to get the agreement calendared for approval at local boards and city councils. The following is a sample process and timeline for MOU agreements. This applies both to MOUs drafted for the first time as well as modifications to existing agreements.

1. ***Drafting of Appendix A*** – The Bay Area UASI Grants Management Unit drafts the Appendix A of the agreement in close cooperation with the sub-recipient jurisdiction – (10 working days).
2. ***Grants Management Unit Review*** – The Grants Management Unit reviews and approves the Appendix A from a compliance perspective as well as compiles required documentation for the agreement, such as the boilerplate language and other appendices – (5 working days).
3. ***Sub-recipient Signature*** – The Grants Management Unit PDFs the document and sends it to the sub-recipient jurisdiction for signature. Typically, jurisdictions will calendar the MOU for approval at a board or city council meeting which can take several weeks – (30 – 60 working days).
4. ***City Attorney Signature*** – Once two original MOUs signed by the sub-recipient are returned, the Grants Management Unit sends the documents to the City and County of San Francisco City Attorney for signature – (5 working days).
5. ***DEM Signature*** – Once signed by the City Attorney, the Grants Management Unit sends the agreement to the Executive Director of the City and County of San Francisco Department of Emergency Management (DEM) for signature – (5 working days).
6. ***Final Project Approval*** – The agreement is now finalized, and projects may now be reimbursed for expenses incurred during the time period specified in the MOU agreement.

E. Modifications to the MOU

Sub-recipients should immediately notify the Bay Area UASI Project Manager in the event they may not be able to meet their deliverable due dates and specifications as approved in their MOU document. Sub-recipient jurisdictions may request changes to project timeline, scope, and budget via the Project Change Request Form in WebGrants (see “Change Management” under “Execution” in Section III above). When such changes are approved and affect the final end date or overall amount of funding included in the MOU, the MOU must go through a formal amendment process, detailed in the section above. In all other instances of changes to the MOU, an approved

Project Change Request Form will generate a Modification Notice detailing the approved revisions in the MOU, which must be signed by the General Manager or designee, City and County of San Francisco City Attorney, and the relevant sub-recipient jurisdiction to indicate agreement to the revisions.

Per the timeline above, an MOU modification request takes roughly three months to process and could take longer depending on the workload of applicable parties, the complexity of the document, the proposed changes, and length of time needed to calendar the approval before local boards and city councils. Sub-recipients should not expend funds until the MOU agreement has been formally updated and signed.

F. Cal OES Assurances and Certifications

The California Office of Emergency Services (Cal OES) is required by law to obtain written certification of compliance. It requires the Bay Area UASI to submit the Certification of Assurance of Compliance Form. This form is a binding affirmation to comply with:

- State and federal civil rights laws;
- Drug Free Workplace Program;
- California Environmental Quality Act;
- Federal grant fund requirements;
- Lobbying restrictions;
- Debarment/suspension requirements; and
- Proof of Authority from the city council/governing board.

Similarly, the Bay Area UASI Management Team requires sub-recipient jurisdictions to sign grant assurances for the items listed above and other statements as outlined in the Appendix B (Grant Assurances) of the MOU/LOA. See template in Section VII.

G. San Francisco Procurement Process for Professional Services Contracts

In cases in which a project does not include sub-recipient funding, all procurement processes are the responsibility of the Bay Area UASI Management Team Project Manager, working in partnership with the Grants Management Unit. In such instances, procurement is conducted according to the policies and procedures of the City and Country of San Francisco as the Bay Area UASI fiscal agent.

These general rules apply under San Francisco's procurement process for professional services contracts:

- **Contract amount of \$0 - \$10,000** – No solicitation is required. However, grant guidelines require some type of comparative pricing.
- **Contract amount over \$10,000 but less than \$110,000** – Informal solicitation required. The Project Manager must informally solicit bids. Ideally, at least three bids should be collected and evaluated by the Project Manager.
- **Contract amount of \$110,000 or more** – Formal solicitation is required. The Project Manager must follow the rules and procedures of a formal solicitation process as described next.

Additionally, the Bay Area UASI Management Team must seek review and approval from the San Francisco Civil Service Commission in cases in which a contract amount is \$50,000 and following San Francisco procurement policies and procedures.

There are two main instruments used in the procurement of professional service contracts:

- **RFP (*Request for Proposals*)** – An RFP process evaluates specific proposals that perform a specific service. The highest scoring proposal wins the opportunity to negotiate a contract.
- **RFQ (*Request for Qualifications*)** – An RFQ evaluates qualifications (e.g., resumes, references, etc.) to establish whether proposers are qualified to perform the requested services and establishes such qualifications for a duration limited to two years. During this time, the City and County of San Francisco may enter into contract negotiations with any qualified firm for services specified within the original RFQ.

The Bay Area UASI Management Team, on behalf of the City and County of San Francisco, will advertise the RFP/RFQ opportunity on the San Francisco Office of Contract Administration website (<http://mission.sfgov.org/OCABidPublication/>) and the Bay Area UASI website. Once the proposal submission deadline has occurred, the Management Team will convene a panel comprised of regional subject matter experts to evaluate and vet the proposals. The panel will choose the best respondent and the Bay Area UASI Project Manager will lead negotiations with the winning respondent to develop the professional services contract. See “Approval of Vendor Solicitations and Contracts” under “B. Planning” in Section III on the project cycle above for details on requirements that must be met in the solicitation, selection, and negotiation/contract stage of contract development.

All vendors who do business with the City and County of San Francisco must also obtain a vendor number, submit a federal W-9 form, and provide a San Francisco P-25 Business Tax Declaration. They must also meet the City’s Equal Benefits Ordinance, Minimum Compensation Ordinance, and Healthcare Accountability Ordinance.

In the City and County of San Francisco, a sole source request must be made to the Office of Contract Administration/Purchaser's Office if any of the following apply:

- The commodity or service is only available from one source;
- There is only one vendor willing to enter into a contract with San Francisco;
- The item has design and/or performance features that are unique and essential to San Francisco's needs; and/or
- The product is a licensed or patented good or service that limits its availability.

An approval from Cal OES is also required for sole source processes using federal funds administered by the Bay Area UASI in amounts over \$150,000.

H. Federal Procurement Guidelines

When a jurisdiction is the sub-recipient of award funds, the sub-recipient is responsible for procurement processes and may use their own procurement procedures and regulations, provided these conform to applicable federal law and standards. Sub-recipient jurisdictions are responsible for reviewing *2 CFR §200.317-326 Procurement Standards*.

This section of the Uniform Guidance highlights the following due diligence requirements when procuring commodities/services with federal funds:

- Conduct reasonable cost/price analysis;
- Encourage the use of federal excess and surplus property;
- Reach out to Minority/Women Enterprise;
- No geographical preference allowed;
- Maintain full and open competition;
- Do not preclude vendors or conduct restrictive competition;
- Maintain written code of contracting standards;
- Include processes for hearing protests and disputes;
- No conflict of interest in selection process; and
- Maintain records to detail the history of procurement.

This section also identifies different types of procurement processes:

1) Procurement by micro-purchase is the acquisition of supplies or services, the aggregate dollar amount of which does not exceed the micro-purchase threshold, currently at \$3,500.

2) Procurement by small purchase procedure is a relatively simple and informal procurement method for securing services, supplies, or other property that doesn't cost more than the Simplified Acquisition Threshold of \$150,000.

3) Procurement by sealed bid is when bids are publicly solicited and awarded to the responsible bidder whose bid, conforming to all the material terms and conditions of the invitation for bids, is the lowest in price.

4) Procurement by competitive proposal involves a method for evaluating all proposals and awarding to the firm whose proposal is most advantageous to the program, when price and other factors are considered.

5) Procurement by noncompetitive proposal (sole source) is procurement through solicitation of a proposal from only one source and may be used only when one or more of the following circumstances apply:

- The item is available only from a single source;
- The public exigency or emergency for the requirement will not permit a delay resulting from competitive solicitation;
- The federal awarding agency or pass-through entity expressly authorizes noncompetitive proposals in response to a written request from the non-federal entity; or
- After solicitation of a number of sources, competition is determined inadequate.

VI. FINANCIAL MANAGEMENT

The City and County of San Francisco serves as the fiscal agent for the Bay Area UASI through a resolution recognizing this fiduciary role, passed by the Board of Supervisors of the City and County of San Francisco. This allows the Bay Area UASI Management Team, functioning as a separate arm of the San Francisco Department of Emergency Management, to execute projects with the upfront financial support of the City and County of San Francisco with reimbursement coming back to the City and County. The San Francisco Controller's Office, City Attorney's Office, and Office of Contract Administration provide fiscal, legal, and contract program support to the Bay Area UASI.

The Bay Area UASI Management Team's Grants Management Unit has responsibility for financial management of federal funds received by the Bay Area UASI. The Grants Management Unit is responsible for the administration of federal grant awards to ensure compliance with federal laws, regulations, executive orders, departmental policy, award terms and conditions, and state and local requirements. The Grants Management Unit must also make certain all activities carried out under the Bay Area UASI grant program are reasonable and allowable, and maintain complete and accurate records of all program activities.

A. Grant Award

A grant award letter, when signed by the Director or designee of the California Office of Emergency Services (Cal OES), becomes a "Grant Award" which contains the terms and conditions of the grant. The Grant Award Letter is an agreement between Cal OES and the Bay Area UASI. All projects funded from the Grant Award must conform to the agreement as specified. Failure to do so may result in the withholding or disallowance of grant payments on current or future Cal OES grants, the reduction or termination of the Grant Award, and/or the denial of future Grant Awards. The Bay Area UASI must comply with all applicable federal/state laws and regulations.

B. Post-Award

As a condition of accepting federal funding, the Bay Area UASI is required to maintain an accounting system and financial records to accurately account for awarded funds. These records include both federal funds and all appropriate matching funds. The Bay Area UASI Management Team, through its Grants Management Unit, is responsible for all aspects of this, including proper accounting and oversight of financial recordkeeping by all sub-recipients. Responsibilities

include: the accounting of receipts and expenditures, cash management, maintenance of adequate financial records, and refunding expenditures disallowed by audits.

Accounting Responsibilities

The Bay Area UASI Grants Management Unit and sub-recipient jurisdictions have the following accounting responsibilities:

- ***Reviewing Financial Operations*** – The Grants Management Unit must be familiar with, and periodically monitor, its sub-recipients’ financial operations, records, systems, and procedures. Particular attention is directed to the initial risk assessment and to the maintenance of current financial data.
- ***Recording Financial Activities*** – The Grants Management Unit and sub-recipients must record in summary form the sub-recipient’s award or contractual obligation as well as cash advances and other financial activities. Sub-recipients should record expenditures or evidence them by report forms duly filed to the Grants Management Unit. Non-federal contributions applied to programs or projects by sub-recipients should likewise be recorded by sub-recipients, as should any program income resulting from program operations. All financial records must validate expenditures related to the respective sub-recipient grant(s).
- ***Budgeting and Budget Review*** – The Grants Management Unit must ensure that each sub-recipient prepares an adequate budget on which its award commitment will be based. The detail of each project budget should be maintained on file by both the sub-recipient and the Grants Management Unit.
- ***Accounting for Non-federal Contributions*** – The Grants Management Unit and sub-recipients must ensure that the requirements, limitations, and regulations pertinent to non-federal contributions are applied.
- ***Audit Requirements*** – The Grants Management Unit must ensure that sub-recipients have met necessary audit requirements.
- ***Reporting Irregularities*** – Sub-recipients must promptly notify the Bay Area UASI Management Team, who in turn will notify the state and the federal cognizant audit agency, of any illegal acts or irregularities and of proposed and actual actions, if any. Illegal acts and irregularities include conflicts of interest, falsification of records or reports, and misappropriation of funds or other assets. Should the Bay Area UASI Management Team become aware of any criminal activity related to federal assistance, these criminal acts should be reported to the appropriate law enforcement agency. Please see the fraud policy included in Section II of this Manual for more information.

- ***Debarred and Suspended Organizations*** – The Bay Area UASI and its sub-recipients must not award or permit any award at any level to any party that is debarred or suspended from participation in federal assistance programs.
- ***Bonding*** – The Bay Area UASI may require adequate fidelity bond coverage where the sub-recipient lacks sufficient coverage to protect the federal government’s interest (see 2 *CFR 200.427*).
- ***Risk Assessment*** – The Bay Area UASI, as a pass through entity for homeland security grant funds, has certain requirements regarding the assessment of sub-recipient financial risk. As defined in 2 *CFR 200.331*, these requirements follow the federal framework for evaluating these potential financial risks and have certain criteria as defined in Section C below (Sub-recipient Financial Monitoring).

Grant Accept and Expend

For grants that are not included in the City and County of San Francisco’s Annual Appropriation Ordinance (AAO) or gifts in amounts of \$100,000 or greater, special grant accept and expend processes must be followed in order to obtain spending authority from the San Francisco Board of Supervisors. In such circumstances, the Bay Area UASI must submit an Accept and Expend Resolution. Legislation in the form of an ordinance amending the San Francisco Annual Salary Ordinance (ASO) must be submitted if new positions are being created.

Financial System and Structure

The City and County of San Francisco’s PeopleSoft provides an accounting and internal administrative control system for Bay Area UASI funds. It includes a general ledger accounting structure, subsidiary accounting records, and procedures that define how, and by whom, the funds are handled. Accounting records identify the receipt and the expenditure of all Cal OES funds. The system also conforms to Generally Accepted Accounting Principles (GAAP), provides a record of the amount and disposition of all project funds, shows receipt of funds and expenditures by source (e.g., federal, state, or local), and separately identifies match funds and related expenditures.

Budgetary Controls

The Bay Area UASI Management Team utilizes the budgetary control features found in PeopleSoft to facilitate analysis of the budget and to ensure that separate tracking and reporting are properly performed. The system also allows accurate accounting of funds by project, sub-recipients, and categories/solution areas. These categories/solution areas are: Planning, Organization, Equipment purchase, Training, Exercises, and Management and Administration.

Obligation of Funds (Encumbrance)

Obligations (encumbrances) are a legal liability to pay, under a grant and/or contract, determinable sums for services or goods incurred during a period of performance. An encumbrance occurs when funds are set aside to pay for a particular expense. This includes, but is not limited to, orders placed, contracts and grants awarded, services received, and similar transactions that require payment during the same, or a future, period. The Bay Area UASI Grants Management Unit enters these into PeopleSoft based on documents such as approved service contracts, Memoranda of Understanding (MOU), Letters of Agreement (LOA), or requisitions for supplies and services.

Once an encumbrance is made in PeopleSoft, the funds are committed to a specific use and are no longer available for other expenditures. However, since the goods or services have not yet been received, legally, the project does not yet owe anything to the vendor or supplier.

An encumbrance is defined by the following three characteristics:

- The expenditure is approved in the original MOU/LOA budget or a subsequent sub-grant award modification;
- A formal written order or request (i.e., requisition) is approved by the Bay Area UASI Management Team prior to the end of the grant period; and
- A purchase order/contract has been submitted to the vendor or supplier of goods or services.

Expenditure of Funds

The Bay Area UASI Grants Management Unit must make certain all activities carried out under the Bay Area UASI grant program are reasonable and allowable. All allowable UASI grant expenditures fall into one of six categories/solution areas, must support the National Preparedness Goal, be consistent with the Bay Area UASI THIRA (Threat and Hazard Identification and Risk Assessment), as well as enhance regional capabilities. Typically, the Bay Area UASI Management Team has 90 days after the end of the MOU/LOA term to liquidate obligated funds.

To be allowable, costs must meet the following general criteria:

- Be necessary and reasonable for proper and efficient performance and administration of the sub-grant award;
- Be allocable under federal and/or state provisions;
- Be authorized or not prohibited under federal, state or local laws or regulations;
- Conform to any limitations or exclusions set forth in applicable federal cost principles, federal laws, terms and conditions of the award, or other governing regulations as to types or amounts of cost items;
- Be consistent with policies, regulations, and procedures that apply uniformly to both federal awards and other activities of the governmental unit;

- Be accorded consistent treatment;
- Be determined in accordance with Generally Accepted Accounting Principles (GAAP);
- Not be included as a cost or used to meet cost sharing or matching requirements of any other federal award in either the current or a prior period, except as specifically provided by federal law or regulation;
- Be the net of all applicable credits; and
- Be adequately documented.

Personnel Costs and Functional Timesheets

Salaries and benefits of personnel involved in more than one sub-recipient grant project must be charged to each based on the actual percentage of time spent. The annualized actual percentage charged for a particular position cannot exceed the annual percentage stated in the MOU. Similarly, the dollar amount charged for a particular position also must not exceed the approved dollar amount in the MOU or any subsequent modifications.

Functional timesheets must be maintained which support the time charged to grants. All grant-funded personnel must maintain time cards/sheets that indicate, on a daily basis, the actual time worked on each project and account for all the time worked by the employee during the pay period. Time cards/sheets must be signed by the employee and their supervisor.

Reimbursement

The UASI grant program is a reimbursement-based grant, meaning the grantee (State), sub-grantee (Bay Area UASI), and sub-recipient (local jurisdictions) must first expend funds prior to seeking reimbursement. The sub-recipient will first expend local general funds to pay for pre-approved and allowable UASI grants program expenses and then submit a request for reimbursement to the Bay Area UASI Grants Management Unit. The Grants Management Unit reimburses the sub-recipients and then may seek reimbursement from Cal OES.

The Grants Management Unit will reimburse sub-recipients within 30 business days as long as supporting documentation is complete and compliant. Partial reimbursements will be remitted for supporting documentation that is sufficient. The sub-recipient must submit supporting documentation within 45 business days of the final deadline for claims. The sub-recipient will not be reimbursed if the documentation is not submitted within this period. Sub-recipients are encouraged to submit claims when significant milestones are met and/or project completion is accomplished in advance of the deadline (subject to documentation requirements). See Section V above on authorized expenditures and timelines for details on documentation that sub-recipients must submit with their claims for reimbursement. See also Section VII for a reimbursement template for sub-recipients.

Reporting

Reporting requirements must be met throughout the life of all sub-grant awards. Cal OES utilizes grant tools such as the Financial Management Forms Workbook (FMFW) and Biannual Strategy Implementation Reports (BSIR) to accomplish reimbursement requests and other reporting requirements from the Bay Area UASI.

The FMFW is used for different grant programs as a resource for completing the Grants Reporting Tool required by FEMA. It also serves as a tool for the Bay Area UASI Management Team's portfolio analysis and tracking. This form consists of equipment inventory and organization, training, planning, exercise, and match rosters.

The Bay Area UASI is responsible for providing updated obligation and expenditure information on a semi-annual basis to Cal OES for the Semi Annual Progress Report, or SAPR. Cal OES, as the applicable State Administrative Agent (SAA), is responsible for completing and submitting the final BSIR reports which are a component of the SAPR. The BSIR submission satisfies the narrative requirement of the SAPR. The BSIR is due within 30 days after the end of the reporting period (July 30 for the reporting period of January 1 through June 30; and January 30 for the reporting period of July 1 through December 31). The Bay Area UASI Grants Management Unit must provide updated obligations and expenditure information with the BSIR to show progress made toward meeting strategic goals and objectives. Failure to submit a single BSIR report may result in a notification letter of delinquency to the San Francisco Board of Supervisors and the possible reduction of future funding awards by 10%. Additionally, the UASI risks having a hold placed on pending reimbursements.

Grants Reconciliation

Reconciliation is the process of bringing invoices, reports, and cash requests into balance with revenue and expenditure for a particular period of time in PeopleSoft. The Bay Area UASI Grants Management Unit staff performs procedures that verify balances and transactions in PeopleSoft against supporting documentation such as vouchers, invoices, payroll records, etc. to comply with grant fiscal requirements. In addition to reviewing the Financial Management Forms Workbook and analyzing grant budgets, grants staff is also responsible for:

- Quarterly reconciliation of grants and responding to inquiries from the City and County of San Francisco Controller's Office; and
- Annual reconciliation of federal expenditures by Catalog of Federal Domestic Assistance (CFDA) number in compliance with Single Audit requirements.

Audit

The Controller's Office of the City and County of San Francisco is responsible for producing an annual Single Audit Report in which major UASI sub-grant awards are audited by an independent CPA firm. This is in accordance with the requirements for audits established by *2 CFR part §200*

Subpart F, in order to safeguard Cal OES assets, and to ensure accounting for all grant funds. The Management Team is required to forward a copy of the audit report to Cal OES within nine months after the fiscal year of the grant ending date. All sub-recipients of UASI sub-grant awards must maintain appropriate records to document grant compliance and are subject to audit by representatives of Cal OES, the State of California, and the United States Government.

C. Sub-recipient Financial Monitoring

A key component of post award financial management is sub-recipient monitoring. The Bay Area UASI Grants Management Unit is responsible for monitoring sub-recipients to determine:

- Effectiveness and efficiency of operations;
- Reliability of reporting and recordkeeping;
- Compliance level; and
- Financial risk.

The Grants Management Unit utilizes a risk assessment and undertakes both desk-based reviews and annual on-site visits in order to monitor sub-recipients. Monitoring involves review and analysis of financial, programmatic, performance administrative, and risk issues relative to sub-grant awards, and identifies areas where technical assistance and other support may be needed.

Risk Assessment

Post award, an important component of sub-recipient monitoring and management is the conduct of a risk assessment. During this process, each sub-recipient will be evaluated for their risk of noncompliance with federal statutes, regulations, and the terms and conditions of the subaward for purposes of determining the appropriate monitoring described in *2 CFR 200.331*. Factors to consider include:

- The sub-recipient's prior experience with the same or similar sub-awards;
- The results of previous audits including whether or not the sub-recipient receives a Single Audit, and the extent to which the same or similar sub-award has been audited as a major program;
- Whether the sub-recipient has new personnel or new or substantially changed systems;
- The extent and results of federal awarding agency monitoring (e.g., if the sub-recipient also receives federal awards directly from a federal awarding agency); and
- The examination of the preceding grant year's performance to determine the appropriate terms and conditions.

The Grants Management Unit has created a risk assessment form to determine risk for sub-recipients. Based on the completed risk assessment, the Grants Management Unit will determine

if sub-recipients are at low, medium, or high risk. Those entities determined to be at high risk will have additional monitoring conditions imposed upon them. This may include additional training and technical assistance on program-related matters as well as receiving more frequent on-site reviews of program operations.

Desk-based

The Grants Management Unit reviews all transactions through a desk review prior to processing reimbursement requests to ensure compliance with federal regulations and the terms and conditions of the MOU with sub-recipient jurisdictions. Desk-based financial monitoring can result in the identification of exceptions and potential issues related to a sub-recipient's administration of grant funds. Examples of potential issues include financial reporting anomalies, inaccurate expenditure reporting, or a misunderstanding of or non-compliance with federal cash management requirements. Desk reviews provide high-level assurance for grants financial monitoring in which the Grants Management Unit can centrally collect and analyze information to assess a sub-recipient's level of risk and their capacity to manage federal funds.

On-site

The Bay Area UASI Grants Management Unit conducts site visits, sometimes in conjunction with Management Team project managers. The purpose of these visits is to assess the sub-recipient's capability, performance, and compliance in regards to the applicable elements that make up each sub-recipient grant. This includes administrative regulations and public policy requirements, as well as terms and conditions contained in the MOU with recipient jurisdictions. The goal of on-site financial monitoring activities is to ensure that sub-recipients possess adequate policies, processes, and systems to manage federal grant awards and to guard against fraud, waste, or mismanagement of funds. On-site financial monitoring activities involve collecting and analyzing information on the business functions and grant administration practices of the sub-recipients, including verification of equipment purchased with grant funds. Please see the Financial Monitoring Checklist in Section VII below.

Sub-recipient Responsibilities

Sub-recipients must carry out all terms and conditions of their MOU, maintain complete and accurate records of all program activities, and make these records available to the Bay Area UASI Management Team for monitoring purposes. The sub-recipient jurisdiction is also responsible for cooperating with monitoring processes, including resolving any monitoring findings (i.e., findings of non-performance or non-compliance) in a timely manner by a corrective action plan and/or technical assistance in association with Grants Management Unit staff.

Steps in the On-Site Financial Monitoring Review

To assist sub-recipient preparation for the monitoring visit, the Grants Management Unit provides the sub-recipient jurisdiction with a list of documents that will be reviewed, a description of the process, and the standards to which they must comply.

There are seven steps to an on-site financial monitoring review:

- 1) ***Pre-visit Notification Letter*** – The Grants Management Unit begins the monitoring process by emailing the sub-recipient jurisdiction a formal pre-visit notification letter informing them when the monitoring visit will take place and the length of it (usually a period of one to four days depending on the period(s) being monitored). The pre-visit letter explains the purpose of the visit, the process that will take place during the visit, and includes a document request list highlighting items that the sub-recipient must have available at the start of the visit.
- 2) ***Field Document*** – The staff member emails the sub-recipient a field document at least four weeks prior to the monitoring visit. This field document reflects the scope of the monitoring review and guides the staff member in deeming the level of compliance.
- 3) ***Entrance Conference*** – The staff conducts an entrance conference at the beginning of the monitoring visit with the Authorized Agent or other top official of the organization to make sure the sub-recipient has a clear understanding of the purpose, scope, and schedule of the monitoring.
- 4) ***Documentation Review and Data Analysis*** – The staff keeps a record of the information reviewed and conversations held with the sub-recipient during the monitoring visit. The documentation reviewed and obtained serves as the basis for conclusions drawn from the visit.
- 5) ***Exit Conference*** – The staff meets again with key representatives of the sub-recipient at the conclusion of the monitoring visit to:
 - Present preliminary results of the monitoring visit;
 - Provide an opportunity for the sub-recipient to secure any additional, requested documentation;
 - Explain the Monitoring Report, which may include areas of non-compliance or non-performance noted during the visit; and
 - Explain the corrective action plan process or provide technical assistance (if applicable).
- 6) ***Monitoring Report*** – Within four to six weeks after the monitoring visit, the staff provides the sub-recipient with a formal narrative report of the results of the monitoring review. The Monitoring Report creates a permanent record of what was found during the review. It

points out areas for improvement as well as recognizes successes. In addition, the letter outlines any findings of non-compliance identified during the visit and the corrective action required to be in compliance.

- 7) ***Corrective Action Plan*** – If the Monitoring Report notes findings and corrective action requirements, the sub-recipient must provide to the Grants Management Unit a detailed corrective action plan within 30 days of the date of the Monitoring Report. The Plan must detail the corrective action steps the sub-recipient has undertaken, or will undertake, in addressing the noted areas of non-compliance or non-performance. If additional time is needed, a request for an extension must be submitted in writing 15 business days prior to the end of the 30 day period and approved by the Chief Financial Officer.

D. Grant Close Out

The Grants Management Unit will work with sub-recipient jurisdictions and Management Team project managers to make sure grant close out is timely and complete. From a financial management perspective, the close out of a grant is the process by which Cal OES notifies the Bay Area UASI that all applicable administrative actions and all required work of the grant have been completed through a grant close out letter. Once the close out process is achieved, revenues must match expenditures, and all general ledger accounts must be cleared in PeopleSoft, the City and County of San Francisco's budget and accounting system.

VII. Appendices

- A. Regional Project Plan Template**
- B. Impartiality/Confidentiality Statement**
- C. MOU/LOA Appendix A – Authorized Expenditures and Timelines**
- D. MOU/LOA Appendix B – Grant Assurances**
- E. MOU/LOA Appendix C – Request for Reimbursement**
- F. Monitoring Checklist**
- G. Bay Area UASI Travel Policy**

A. Regional Project Plan Template



Bay Area UASI Management Team Project Plan

PROJECT NAME

DATE

I. Problem Definition

What are the specific gaps in services or capability the project will address, why is the project is needed and important?

II. Project Origin and Evolution

Describe the genesis of the project (e.g., identified in the annual risk assessment, request from the Approval Authority, mandate from the State) If appropriate, describe how the idea has evolved and taken shape over time.

III. Project Goals

Goals are high-level statements addressing the overall purpose of the project, the need the project addresses, and the project's desired impact on the communities and organizations involved. Goals should specify a target population and include in general terms the intended results (not activities or deliverables). Should link to the UASI goals and objectives.

IV. Project Strategies

Strategies are a high-level description of the actions that will most efficiently and effectively enable achievement of the the project's goals (and address the defined problem. Strategies describe how resources and actions are organized and focused to maximize effectiveness and efficiency of the project. For example, building consensus, producing analysis and recommendations, designing new systems, writing a new plan, providing training.

V. Project Deliverables

Provide at least five and no more than ten deliverables. Deliverable requirements are specifications for the deliverable that reflect quality and the needs of stakeholders. For example, final report should be at least ten pages and delivered within one month of workshop.

Deliverable/Key Task	Completion Date	Person Responsible	Requirements
1.			
2.			
3.			
4.			
5.			
6.			
7.			
8.			
9.			
10.			

VI. Project Duration and Hours

Include the project start and end date as well as a rough estimate of hours Management Team staff is expected to spend.

VII. Budget

If the project includes a budget for consultants, equipment, training, or exercise, provide this information in this section.

VIII. Roles, Responsibilities, and Key Stakeholders

Include a list of key stakeholders and a high level description of their roles and responsibilities. This should entail at least the project team and project sponsors, and could also include users, workgroups, and consultants.

IX. Evaluation

Explain how will success be identified and measured, and how lessons learned will be applied to future work. Evaluation should focus on outcomes, not outputs. Outcomes are changes that occur or the difference that is made for individuals, groups, organizations, systems and communities; they express the result that your project intends to achieve if implemented as planned. Outcome measures should meet the “SMART” standard – specific, measurable, achievable/accurate, realistic/relevant, and time-bound.

X. Risks and Mitigation *(optional)*

Identify risks to project goals and outcomes, and explain how the project is designed to mitigate these risks or how to devise alternative plans of action. Project risks are factors that are critical to the project’s success and possess some element of uncertainty. Include in your thinking on risk key assumptions you may have made in your Project Plan that could change. Examples of risk include: stakeholder workload/lack of participation, political developments, and scope creep

XI. Communication *(optional)*

Provide a summary table on project communications to help plan what information will be communicated, to whom, by whom, how often, and in what medium/format.

Description and Purpose	Owner	Medium/Format	Participants	Frequency

XII. Approvals

Note that a hard copy signature is not required; an electronic sign off or agreement to the Project Plan in a meeting can suffice. However, if you do not obtain hard copy signatures, then note the sign off event (i.e., date of meeting or email) in this section.

Regional Program Manager

Date

Assistant General Manager/General Manager

Date

B. Impartiality/Confidentiality Statement

**City and County of San Francisco – Department of Emergency Management
RFP/RFQ {Insert Number and Name}
Proposal Evaluation**

IMPARTIALITY/CONFIDENTIALITY STATEMENT

I, the undersigned, understand that I have been asked to participate in this evaluation process as an Evaluation Panelist, non-scoring proposal screener, or non-scoring observer to assist the City and County of San Francisco in choosing the best and most responsive entity to select for contract negotiations. I understand that I must give each entity fair and independent consideration. I understand that although I may listen to the views of other participants, the comments and decisions I make regarding each entity must reflect my own impartial judgment on that entity's proposal.

I understand that I should not participate in this screening or evaluation process if I have any conflict of interest that would prevent me from exercising impartial judgment as to each entity. Accordingly, I hereby attest that to the best of my knowledge neither I, nor any member of my immediate family (including my spouse/domestic partner and dependent children):

1. Have received income or gifts within the past year from any of the entities listed below;
2. Have any ownership interest or other direct or indirect investments, other than mutual funds, in any of the entities listed below;
3. Expect or intend to seek employment or any other relationship with any of the entities listed below;
4. Have any other direct or indirect interest in any of the entities listed below that would prevent me from exercising fair and impartial judgment when I participate on this screening or evaluation process.

I understand that all information concerning this screening and/or evaluation process is of a highly confidential nature. I certify that I have not discussed and will not discuss any part of the screening or evaluation process with anyone outside of the screening or evaluation process, including Proposers and their subconsultants, and understand that I should not do so prior to completion of Proposer selection for contract award.

PROPOSERS:

{Insert Names of all Proposers}

Signature

Date

Print Name

Title, Department or Firm

C. MOU/LOA Appendix A – Authorized Expenditures and Timelines

Appendix A — Authorized Expenditures and Timelines

ENTITY: **SUBRECIPIENT**

Total allocation to be spent on the following solution areas:

<u>UASI Project Letter and Title</u>	<u>Program Description</u>	<u>Projected Milestone Dates (to be completed on or about)</u>	<u>Deliverable Dates</u>	<u>Solution Area and Budget</u>	<u>Amount</u>
Project Title: INSERT PROJECT TITLE					
Project INSERT PROJECT LETTER AND TITLE	<p>PLANNING: INSERT DESCRIPTION OF PLANNING ACTIVITIES AND WHETHER PERSONNEL OR CONTRACTOR WILL BE USED.</p> <p>IF PERSONNEL, ARE THEY FULL TIME OR PART TIME? IF FULL TIME, USE 1 FTE, IF PART TIME, USE A PERCENTAGE (I.E. .33 FTE).</p> <p>IF CONTRACTOR, JUST STATE THAT A CONTRACTOR WILL BE USED.</p> <p>PROVIDE A LIST OF DELIVERABLES (E.G., WRITING PLANS, CONDUCTING MEETINGS, PROVIDING REPORTS, ETC.) FOR THE PLANNING PROJECT.</p> <p>ORGANIZATION:</p>	<p>INSERT MILESTONES AND DATES (I.E. RFP RELEASE DATE, CONTRACT AWARD DATE, ISSUANCE OF PO DATE, ETC)</p>	<p>INSERT FINAL DELIVERABLE DATE</p> <p>INSERT FINAL DEADLINE FOR SUBMITTAL OF CLAIM</p>	<p>INSERT SOLUTION AREA AND AMOUNTS</p>	<p>INSERT NOT TO EXCEED AMOUNT OF AWARD</p>

	<p>INSERT DESCRIPTION OF ORGANIZATION ACTIVITIES, JOB TITLES, AND FTE. INCLUDE WORKPLAN AND TIME AND ACTIVITY REPORTS.</p> <p>EQUIPMENT: DESCRIBE EQUIPMENT PURCHASES. INSERT CORRECT AEL NUMBERS HERE: (AEL # FROM RKB WEBSITE)</p> <p>TRAINING: PROVIDE DESCRIPTION OF TRAINING CLASSES. LIST FEEDBACK NUMBERS OBTAINED FROM THE STATE.</p> <p>EXERCISE: DESCRIBE EXERCISE ACTIVITIES (I.E. TABLETOPS, FULL-SCALE, ETC.)</p>				
		TOTAL ALLOCATION			NOT TO EXCEED: \$XXX,XXX

PLANNING

Reimbursement for Planning Requires:

- **Personnel** – Prior to any expenditure for personnel, SUBRECIPIENT must submit completed job descriptions to the UASI detailing the planning activities the personnel will complete and the deliverables to be produced. Prior to reimbursement, SUBRECIPIENT must submit the following: all functional time sheets, payroll documentation showing payment of salaries and benefits, or cancelled checks; work product or certification that work was completed including a statement of completed activities.
- **Contracts** – All contracts must be pre-approved by the UASI prior to execution. In addition, SUBRECIPIENT must satisfy the following guidelines:

- Procurement of contractual services must follow local policies and procedures for competitive purchasing (provided they are not in conflict with federal regulations which supersede them). If sole source approval is needed, SUBRECIPIENT must transmit a sole source request to the UASI for submission to the State.
- The contract must have a clearly stated scope of work and deliverables, deadlines for completion of work, and a schedule of contract payments.
- All services must be performed and paid within the grant performance period.
- **Travel** - travel for planning activities must be pre-approved in accordance with the Bay Area UASI Travel Policy (adopted by the Approval Authority in September 2011) prior to scheduling. Invoices must include all backup documentation, including conference agendas, programs, brochures, lodging receipts, per diem calculations, airfare receipts/boarding passes, mileage calculations, other transportation receipts, and proof of payment.

ORGANIZATION

Reimbursement for Organization Requires:

- **Personnel** – Prior to any expenditure for personnel, SUBRECIPIENT must submit completed job descriptions to the UASI detailing the planning activities the personnel will complete and the deliverables to be produced. Prior to reimbursement, SUBRECIPIENT must submit the following: all functional time sheets, payroll documentation showing payment of salaries and benefits, or cancelled checks; work product or certification that work was completed including a statement of completed activities.
- **Contracts** – All contracts must be pre-approved by the UASI prior to execution. In addition, SUBRECIPIENT must satisfy the following guidelines:
 - Procurement of contractual services must follow local policies and procedures for competitive purchasing (provided they are not in conflict with federal regulations which supersede them). If sole source approval is needed, SUBRECIPIENT must transmit a sole source request to the UASI for submission to the State.
 - The contract must have a clearly stated scope of work and deliverables, deadlines for completion of work, and a schedule of contract payments.
 - All services must be performed and paid within the grant performance period.
- **Travel** - travel for planning activities must be pre-approved in accordance with the Bay Area UASI Travel Policy (adopted by the Approval Authority in September 2011) prior to scheduling. Invoices must include all backup documentation, including conference agendas, programs, brochures, lodging receipts, per diem calculations, airfare receipts/boarding passes, mileage calculations, other transportation receipts, and proof of payment.

EQUIPMENT

Reimbursement for Equipment Requires:

- An approved EHP memo, if applicable.
- A performance bond is required for any equipment item that exceeds \$250,000, or for any vehicle, aircraft, or watercraft, regardless of the cost. Failure to obtain and submit a performance bond to the UASI may result in disallowance of cost.
- As allowable under federal guidelines, procurement of equipment must follow local policies and procedures for competitive purchasing (provided they are not in conflict with federal regulations which supersede them). If sole source approval is needed, SUBRECIPIENT must transmit the request to the UASI for request to the State.
- Prior to reimbursement, SUBRECIPIENT must submit all invoices, AEL numbers, and a list of all equipment ID numbers and the deployed locations.
- SUBRECIPIENT must inventory, type, organize and track all equipment purchased in order to facilitate the dispatch, deployment, and recovery of resources before, during, and after an incident.

TRAINING

Reimbursement for Training Requires:

- An approved EHP memo, if applicable.
- Training course expenses may include backfill/overtime, travel, tuition, per diem or other grant eligible expenses. Grant eligible training expenses are published in the FY 2016 Homeland Security Grant Program Guidance.
- When seeking reimbursement for grant eligible training expenses, SUBRECIPIENT must submit completed ledger page indicating course title, feedback number, sub category (e.g., OT, BF, Course Development).
- Provide registration receipts and agendas.
- Provide copies of sign in sheets (must have supervisor's signature).

EXERCISE

Reimbursement for Exercise Requires:

- An approved EHP memo, if applicable.
- Exercise expenses may include backfill/overtime, travel, exercise planning, or other ancillary expenses needed to successfully complete the exercise. Eligible exercise expenses are published in the FY 2016 Homeland Security Grant Program Guidance.
- An After Action Report (AAR) must be completed within 90 calendar days of the exercise. SUBRECIPIENT must submit a copy of the AAR report and proof of transmittal to the web portal with the final request for reimbursement.

- All requests for reimbursements must be submitted by January 31, 2018, unless an earlier deadline is set in this Appendix. SUBRECIPIENT should submit reimbursement requests on a quarterly basis, as applicable.
- Authorized expenditures must fall into one of the following categories: Planning, Organization, Equipment, Training, or Exercises. Descriptions of authorized expenditures are in the following documents:
 - *FY 2016 Homeland Security Grant Program Notice of Funding Opportunity*: http://www.fema.gov/media-library-data/1455569937218-3daa3552913b8affe0c6b5bc3b448635/FY_2016_HSGP_NOFO_FINAL.pdf
 - *California Supplement to the Federal Funding Opportunity Announcement*, dated July 2016, available at <http://www.caloes.ca.gov/GrantsManagementSite/Documents/FY16%20HSGP%20CA%20State%20Supplement%2020160727.pdf> as “FY 2016 Homeland Security Grant Program California State Supplement to the Federal Notice of Funding Opportunity.”
 - *Authorized Equipment List*: <http://beta.fema.gov/authorized-equipment-list>
 - *Cal OES Rules and Regulations, including the Recipient Handbook*: <http://www.caloes.ca.gov/GrantsManagementSite/Documents/2014%20Recipient%20Handbook.pdf>
 - **Any equipment purchased under this Agreement must match the UASI 2016 Grant Application Workbook. Any modification to the inventory list in that Workbook must receive prior written approval from by the Bay Area UASI Program Manager.**
- **No Management and Administration expenses are allowed, unless expressly identified and authorized in this Appendix.**
- **Sustainability requirements may apply to some or all of the grant funded projects or programs authorized in this Appendix. See Agreement, ¶3.12.**
- **All EHP documentation must be submitted and approved prior to any expenditure of funds requiring EHP submission**

D. MOU/LOA Appendix B – Grant Assurances

Name of Jurisdiction: _____

Name of Authorized Agent: _____

Address: _____

City: _____ State: _____ Zip Code: _____

Telephone Number: _____

Fax Number: _____

E-Mail Address: _____

As the duly authorized representative of SUBRECIPIENT, I hereby certify that SUBRECIPIENT has the legal authority to apply for federal assistance and the institutional, managerial and financial capability (including funds sufficient to pay any non-federal share of project cost) to ensure proper planning, management and completion of the project described in this application, within prescribed timelines.

I further acknowledge that SUBRECIPIENT is responsible for reviewing and adhering to all requirements within the:

- (a) Applicable Federal Regulations (see below);
- (b) Federal Program Notice of Funding Opportunity (NOFO);
- (c) California Supplement to the NOFO; and
- (d) Federal and State Grant Program Guidelines.

Federal Regulations

Government cost principles, uniform administrative requirements and audit requirements for federal grant programs are set forth in Title 2, Part 200 of the Code of Federal Regulations (CFR) and updates are issued by the Office of Management and Budget (OMB) and can be found at <http://www.whitehouse.gov/omb/>.

Significant state and federal grant award requirements (some of which appear in the documents listed above) are set forth below. SUBRECIPIENT hereby agrees to comply with the following:

1. Proof of Authority

SUBRECIPIENT will obtain written authorization from the city council, governing board or authorized body in support of this project. This written authorization must specify that SUBRECIPIENT and the city council, governing board, or authorized body agree:

- (a) To provide all matching funds required for the grant project and that any cash match will be appropriated as required.
- (b) Any liability arising out of the performance of this agreement shall be the responsibility of SUBRECIPIENT and the city council, governing board or authorized body.

- (c) Grant funds shall not be used to supplant expenditures controlled by the city council, governing board or authorized body.
- (d) The official executing this agreement is, in fact, authorized to do so.

This Proof of Authority must be maintained on file and readily available upon request.

2. Period of Performance

SUBRECIPIENT will initiate work after approval of the award and complete all work within the period of performance specified in the grant.

3. Lobbying and Political Activities

As required by Section 1352, Title 31 of the U.S. Code (U.S.C.), for persons entering into a contract, grant, loan or cooperative agreement from an agency or requests or receives from an agency a commitment providing for the United States to insure or guarantee a loan, SUBRECIPIENT certifies that:

- (a) No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.
- (b) If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions.
- (c) The 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.

SUBRECIPIENT will also comply with provisions of the Hatch Act (5 U.S.C. §§1501-1508 and §§7324- 7328) which limit the political activities of employees whose principal employment activities are funded in whole or in part with federal funds.

Finally, SUBRECIPIENT agrees that federal funds will not be used, directly or indirectly, to support the enactment, repeal, modification or adoption of any law, regulation or policy without the express written approval from the California Governor's Office of Emergency Services (Cal OES) or the federal awarding agency.

4. Debarment and Suspension

As required by Executive Orders 12549 and 12689, and 2 CFR §200.212 and codified in 2 CFR Part 180, Debarment and Suspension, SUBRECIPIENT will provide protection against waste, fraud, and abuse by debaring or suspending those persons deemed irresponsible

in their dealings with the federal government. SUBRECIPIENT certifies that it and its principals:

- (a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or agency;
- (b) Have not within a three-year period preceding this application been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
- (c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state, or local) with commission of any of the offenses enumerated in paragraph (2)(b) of this certification; and
- (d) Have not within a three-year period preceding this application had one or more public transaction (federal, state, or local) terminated for cause or default.

Where SUBRECIPIENT is unable to certify to any of the statements in this certification, he or she shall attach an explanation to this application.

5. Non-Discrimination and Equal Employment Opportunity

SUBRECIPIENT will comply with all federal statutes relating to non-discrimination. These include, but are not limited to, the following:

- (a) Title VI of the Civil Rights Act of 1964 (Public Law (P.L.) 88-352 and 42 U.S.C. §2000d et. seq.) which prohibits discrimination on the basis of race, color, or national origin and requires that recipients of federal financial assistance take reasonable steps to provide meaningful access to persons with limited English proficiency (LEP) to their programs and services;
- (b) Title IX of the Education Amendments of 1972, (20 U.S.C. §§1681-1683, and 1685-1686), which prohibits discrimination on the basis of sex in any federally funded educational program or activity;
- (c) Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. §794), which prohibits discrimination against those with disabilities or access and functional needs;
- (d) Americans with Disabilities Act (ADA) of 1990, which prohibits discrimination on the basis of disability and requires buildings and structures be accessible to those with disabilities and access and functional needs;(42 U.S.C. §§ 12101-12213.);
- (e) Age Discrimination Act of 1975, (42 U.S.C. §§ 6101-6107), which prohibits discrimination on the basis of age;
- (f) Public Health Service Act of 1912 (42 U.S.C. §§ 290), relating to confidentiality of patient records regarding substance abuse treatment;
- (g) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §3601 et seq.), relating to nondiscrimination in the sale, rental or financing of housing;
- (h) Executive Order 11246, which prohibits federal contractors and federally assisted construction contractors and subcontractors, who do over \$10,000 in Government business in one year from discriminating in employment decisions on the basis of race, color, religion, sex, sexual orientation, gender identification, or national origin;

- (i) Executive Order 11375, which bans discrimination on the basis of race, color, religion, sex, sexual orientation, gender identification, or national origin in hiring and employment in both the United States federal workforce and on the part of government contractors;
- (j) California Public Contract Code §10295.3, which prohibits discrimination based on domestic partnerships and those in same sex marriages;
- (k) Any other nondiscrimination provisions in the specific statute(s) under which application for federal assistance is being made; and
- (l) The requirements of any other nondiscrimination statute(s) which may apply to the application.

In addition to the items listed in (a) through (n), SUBRECIPIENT will comply with California's Fair Employment and Housing Act (FEHA). FEHA prohibits harassment and discrimination in employment because of ancestry, race, color, religious creed (including religious dress and grooming practices), sex (which includes pregnancy, childbirth, breastfeeding and medical conditions related to pregnancy, childbirth, or breastfeeding), gender, gender identity, gender expression, sexual orientation, marital status, national origin, ancestry, mental and physical disability, genetic information, medical condition, age, pregnancy, denial of medical and family care leave, or pregnancy disability leave (California Government Code §§ 12940, 12945, 12945.2), military and veteran status, and/or retaliation for protesting illegal discrimination related to one of these categories, or for reporting patient abuse in tax supported institutions.

6. Drug-Free Workplace

As required by the Drug-Free Workplace Act of 1988 (41 U.S.C. §701 et seq.), SUBRECIPIENT certifies that it will maintain a drug-free workplace and a drug-free awareness program as outlined in the Act.

7. Environmental Standards

SUBRECIPIENT will comply with state and federal environmental standards, which may be prescribed pursuant to the following, as applicable:

- (a) California Environmental Quality Act (CEQA) (California Public Resources Code §§ 21000- 21177), to include coordination with the city or county planning agency;
- (b) CEQA Guidelines (California Code of Regulations, Title 14, Division 6, Chapter 3, §§ 15000- 15387);
- (c) Federal Clean Water Act (CWA) (33 U.S.C. § 1251 et seq.), which establishes the basic structure for regulating discharges of pollutants into the waters of the United States and regulating quality standards for surface waters;
- (d) Federal Clean Air Act of 1955 (42 U.S.C. § 7401) which regulates air emissions from stationary and mobile sources;
- (e) Institution of environmental quality control measures under the National Environmental Policy Act of 1969 (P.L. 91-190) and Executive Order 12898 on the Environmental Justice Act, and Executive Order 11514 on Environmental Quality;
- (f) Notification of Environmental Protection Agency (EPA) violating facilities pursuant to Executive Order 11738;
- (g) Protection of wetlands pursuant to Executive Order 11990;
- (h) Evaluation of flood hazards in floodplains in accordance with Executive Order 11988;
- (i) 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.);

- (j) 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.);
- (k) Executive Order 11738 instituted to assure that each federal agency empowered to enter into contracts for the procurement of goods, materials, or services and each federal agency empowered to extend federal assistance by way of grant, loan, or contract shall undertake such procurement and assistance activities in a manner that will result in effective enforcement of the Clean Air Act and the Federal Water Pollution Control Act Executive Order Executive Order 11990 which requires preservation of wetlands;
- (l) The Safe Drinking Water Act of 1974, (P.L. 93-523);
- (m) The Endangered Species Act of 1973, (P.L. 93-205);
- (n) 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.

SUBRECIPIENT shall not be: 1) in violation of any order or resolution promulgated by the State Air Resources Board or an air pollution district; 2) subject to a cease and desist order pursuant to § 13301 of the California Water Code for violation of waste discharge requirements or discharge prohibitions; or 3) determined to be in violation of federal law relating to air or water pollution.

8. Audits

For subrecipients expending \$750,000 or more in federal grant funds annually, SUBRECIPIENT will cause to be performed the required financial and compliance audits in accordance with the Single Audit Act Amendments of 1996 and Title 2 of the Code of Federal Regulations, Part 200, Subpart F Audit Requirements.

9. Access to Records

In accordance with 2 CFR §200.336, SUBRECIPIENT 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. SUBRECIPIENT will require any subrecipients, contractors, successors, transferees and assignees to acknowledge and agree to comply with this provision.

10. Conflict of Interest

SUBRECIPIENT 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.

11. Financial Management

False Claims for Payment SUBRECIPIENT will comply with 31 U.S.C §3729 which sets forth that no subgrantee, recipient or subrecipient shall submit a false claim for payment, reimbursement or advance.

12. Reporting - Accountability

SUBRECIPIENT agrees to comply with applicable provisions of the Federal Funding Accountability and Transparency Act (FFATA) (P.L. 109-282), specifically (a) the reporting of subawards obligating \$25,000 or more in federal funds and (b) executive compensation

data for first-tier subawards. This includes the provisions of FFATA, which includes requirements for executive compensation, and also requirements implementing the Act for the non-federal entity at 2 CFR part 25 Financial Assistance Use of Universal Identifier and Central Contractor Registration and 2 CFR part 170 Reporting Subaward and Executive Compensation Information.

13. Whistleblower Protections

SUBRECIPIENT also must comply with statutory requirements for whistleblower protections at 10 U.S.C. § 2409, 41 U.S.C. § 4712, and 10 U.S.C. § 2324, 41 U.S.C. § 4304 and § 4310.

14. Human Trafficking

SUBRECIPIENT will comply with the requirements of Section 106(g) of the Trafficking Victims Protection Act of 2000, as amended (22 U.S.C. § 7104) which prohibits grant award recipients or a subrecipient from: (1) engaging in trafficking in persons during the period of time that the award is in effect: (2) procuring a commercial sex act during the period of time that the award is in effect: or (3) using forced labor in the performance of the award or subawards under the award.

15. Labor Standards

SUBRECIPIENT will comply with the following federal labor standards:

- (a) Comply with the provisions of the Davis-Bacon Act (40 U.S.C. §§ 276a to 276a-7), as applicable, and the Copeland Act (40 U.S.C. § 3145 and 18 U.S.C. § 874) and the Contract Work Hours and Safety Standards Act (40 U.S.C. §§ 327-333), regarding labor standards for federally-assisted construction contracts or subcontracts.
- (b) Comply with the Federal Fair Labor Standards Act (29 U.S.C. § 201 et al.) as they apply to employees of institutes of higher learning (IHE), hospitals and other non-profit organizations.

16. Worker's Compensation

SUBRECIPIENT must comply with provisions which require every employer to be insured to protect workers who may be injured on the job before commencing performance of the work of this Agreement, as per the workers compensation laws set forth in California Labor Code §§ 3700 et seq.

17. Property-Related

If applicable to the type of project funded by this federal award, SUBRECIPIENT will:

- (a) Comply with the requirements of Titles II and III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (P.L. 91-646) which provide for fair and equitable treatment of persons displaced or whose property is acquired as a result of federal or federally-assisted programs. These requirements apply to all interests in real property acquired for project purposes regardless of federal participation in purchase.
- (b) Comply with flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973 (P.L. 93-234) which requires subrecipients in a special

- flood hazard area to participate in the program and to purchase flood insurance if the total cost of insurable construction and acquisition is \$10,000 or more.
- (c) Assist the awarding agency in assuring compliance with Section 106 of the National Historic Preservation Act of 1966, as amended (16 U.S.C. § 470), Executive Order 11593 (identification and protection of historic properties), and the Archaeological and Historic Preservation Act of 1974 (16 U.S.C. § 469a-1 et seq.).
 - (d) Comply with the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. § 4831 and 24 CFR Part 35) which prohibits the use of lead-based paint in construction or rehabilitation of residence structures.

18. Certifications Applicable Only to Federally-Funded Construction Projects

For all construction projects, SUBRECIPIENT will:

- (a) Not dispose of, modify the use of, or change the terms of the real property title or other interest in the site and facilities without permission and instructions from the awarding agency. Will record the federal awarding agency directives and will include a covenant in the title of real property acquired in whole or in part with federal assistance funds to assure nondiscrimination during the useful life of the project.
- (b) Comply with the requirements of the awarding agency with regard to the drafting, review and approval of construction plans and specifications.
- (c) Provide and maintain competent and adequate engineering supervision at the construction site to ensure that the complete work conforms with the approved plans and specifications and will furnish progressive reports and such other information as may be required by the assistance awarding agency or State.

19. Use of Cellular Device While Driving is Prohibited

SUBRECIPIENT is required to comply with California Vehicle Code sections 23123 and 23123.5. These laws prohibit driving a motor vehicle while using an electronic wireless communications device to write, send, or read a text-based communication. Drivers are also prohibited from the use of a wireless telephone without hands-free listening and talking, unless to make an emergency call to 911, law enforcement, or similar services.

20. Freedom of Information Act

SUBRECIPIENT acknowledges that all information submitted in the course of applying for funding under this program, or provided in the course of an entity's grant management activities that are under federal control, is subject to the Freedom of Information Act (FOIA), 5 U.S.C. § 552, and the California Public Records Rights Act, California Government Code section 6250 et seq. SUBRECIPIENT should consider these laws and consult its own state and local laws and regulations regarding the release of information when reporting sensitive matters in the grant application, needs assessment, and strategic planning process.

HOMELAND SECURITY GRANT PROGRAM - PROGRAM SPECIFIC ASSURANCES / CERTIFICATIONS

21. Reporting Accusations and Findings of Discrimination

If during the past three years the recipient has been accused of discrimination on any basis the recipient must provide a list of all such proceedings, pending or completed, including outcome and copies of settlement agreements to the OHS financial assistance office and the OHS Office of Civil Rights and Civil Liberties (CRCL) by e-mail at crcl@hq.dhs.gov or

by mail at U.S. Department of Homeland Security Office for Civil Rights and Civil Liberties Building 410, Mail Stop #0190 Washington, D.C. 20528.

In the event any court or administrative agency makes a finding of discrimination against the recipient, or the recipient settles a case or matter alleging such discrimination, recipients must forward a copy of the complaint and findings to the OHS Component financial assistance office and the CRCL office by e-mail or mail at the addresses listed above.

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

22. Acknowledgment of Federal Funding from DHS

All recipients must acknowledge their use of federal funding when issuing statements, press releases, requests for proposals, bid invitations, and other documents describing projects or programs funded in whole or in part with federal funds.

23. Activities Conducted Abroad

All recipients must ensure that project activities carried on outside the United States are coordinated as necessary with appropriate government authorities and that appropriate licenses, permits, or approvals are obtained.

24. Best Practices for Collection and Use of Personally Identifiable Information (PII)

OHS defines personally identifiable information (PII) as any information that permits the identity of an individual to be directly or indirectly inferred, including any information that is linked or linkable to that individual. All recipients who collect PII are required to have a publically-available privacy policy that describes standards on the usage and maintenance of PII they collect. Award recipients may also find as a useful resource the OHS Privacy Impact Assessments: Privacy Guidance and Privacy template respectively.

25. Copyright

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

26. Energy Policy and Conservation Act

All recipients must comply with the requirements of 42 U.S.C. § 6201 which contain policies relating to energy efficiency that are defined in the State energy conservation plan issued in compliance with this Act.

27. Federal Debt Status

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.

28. Fly America Act of 1974

All recipients must comply with Preference for 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 B-138942

29. Hotel and Motel Fire Safety Act of 1990

In accordance with Section 6 of the Hotel and Motel Fire Safety Act of 1990, all recipients must ensure that all conference, meeting, convention, or training space funded in whole or in part with federal funds complies with the fire prevention and control guidelines of the Federal Fire Prevention and Control Act of 1974, as amended, 15 U.S.C. §2225a.

30. Non-supplanting Requirements

All recipients who receive 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.

32. Patents and Intellectual Property Rights

Unless otherwise provided by law, recipients are subject to the Bayh-Dole Act, Pub. L. No. 96-517, as amended, and codified in 35 U.S.C. § 200 et seq. All recipients are subject to the specific requirements governing the development, reporting, and disposition of rights to inventions and patents resulting from 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.

33. SAFECOM

All recipients who receive 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.

34. Terrorist Financing

All recipients must comply with Executive Order 13224 and U.S. law that prohibit transactions with, and the provisions of resources and support to, individuals and organizations associated with terrorism. It is the legal responsibility of recipients to ensure compliance with the Order and laws.

35. Reporting of Matters Related to Recipient Integrity and Performance

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

36. USA Patriot Act of 2001

All recipients must comply with requirements of the Uniting and Strengthening America by Providing Appropriate Tools Required to Intercept and Obstruct Terrorism Act (USA PATRIOT Act), which amends 18 U.S.C. §§ 175-175c.

IMPORTANT

The purpose of the assurance is to obtain federal and state financial assistance, including any and all federal and state grants, loans, reimbursement, contracts, etc. SUBRECIPIENT recognizes and agrees that state financial assistance will be extended based on the representations made in this assurance. This assurance is binding on SUBRECIPIENT, its successors, transferees, assignees, etc. Failure to comply with any of the above assurances may result in suspension, termination, or reduction of grant funds.

All appropriate documentation, as outlined above, must be maintained on file by SUBRECIPIENT and available for Cal OES or public scrutiny upon request. Failure to comply with these requirements may result in suspension of payments under the grant or termination of the grant or both and the subrecipient may be ineligible for award of any future grants if the Cal OES determines that any of the following has occurred: (1) the recipient has made false certification, or (2) violates the certification by failing to carry out the requirements as noted above.

All of the language contained within this document must be included in the award documents for all subawards at all tiers, including contracts under grants and cooperative agreements and subcontracts. All recipients are bound by the Department of Homeland Security Standard Terms and Conditions 2016, Version 6.0, hereby incorporated by reference, which can be found at: <https://www.dhs.gov/sites/default/files/publications/Fiscal%20Year%202016%20DHS%20General%20Terms%20and%20Conditions.pdf>

The undersigned represents that he/she is authorized by SUBRECIPIENT to enter into this agreement for and on behalf of SUBRECIPIENT.

Signature of Authorized Agent: _____

Printed Name of Authorized Agent: _____

Title: _____ Date: _____

E. MOU/LOA Appendix C – Request for Reimbursement

REIMBURSEMENT REQUEST

_____, 2017

UASI Management Team
711 Van Ness Avenue, Suite 420
San Francisco, CA 94102

Re: FY 16 UASI Grant Reimbursement Request

Pursuant to Section 3.10 of the “Agreement between the City and County of San Francisco and the County of SUBRECIPIENT for the Distribution of FY 2016 UASI Grant Funds” (the "Agreement"), dated NOVEMBER 1, 2016, between the County of SUBRECIPIENT (“SUBRECIPIENT”) and the City and County of San Francisco, SUBRECIPIENT hereby requests reimbursement as follows:

Total Amount of
Reimbursement
Requested in this
Request: \$ _____

Maximum Amount of
Funds Specified in
Section 3.2 of the
Agreement: \$ _____

Total of All Funds
Disbursed Prior to this
Request: \$ _____

SUBRECIPIENT certifies that:

- (a) The total amount of funds requested pursuant to this Reimbursement Request will be used to reimburse SUBRECIPIENT for Authorized Expenditures, which expenditures are set forth on the attached Schedule 1, to which are attached true and correct copies of all required documentation of such expenditures.

- (b) After giving effect to the disbursement requested pursuant to this Reimbursement Request, the Funds disbursed as of the date of this disbursement will not exceed the maximum amount set forth in Section 3.2 of the Agreement, or the not to exceed amounts specified in Appendix A for specific projects and programs.
- (c) The representations, warranties and certifications made in the Agreement are true and correct in all material respects as if made on the date hereof, and SUBRECIPIENT is in compliance with all Grant Assurances in Appendix B of the Agreement. Furthermore, by signing this report, SUBRECIPIENT certifies to the best of their knowledge and belief that the report is true, complete and accurate and expenditures, disbursements, and cash receipts are for the purpose and objectives set forth in the terms and conditions of the federal award. SUBRECIPIENT is aware that any false, fictitious or fraudulent information or the omission of any material fact, may subject SUBRECIPIENT to criminal civil or administrative penalties for fraud, false statements, false claims or otherwise.
- (d) No Event of Default has occurred and is continuing.
- (e) The undersigned is an officer of SUBRECIPIENT authorized to execute this Reimbursement Request on behalf of SUBRECIPIENT.

Signature of Authorized Agent: _____

Printed Name of Authorized Agent: _____

Title: _____ Date: _____

SCHEDULE 1 TO REQUEST FOR REIMBURSEMENT

The following is an itemized list of Authorized Expenditures for which reimbursement is requested:

Project	Payee	Amount	Description	If final claim for project, check box
				<input type="checkbox"/>
				<input type="checkbox"/>
				<input type="checkbox"/>

				<input type="checkbox"/>
				<input type="checkbox"/>

The following are attached as part of this Schedule 1 (Please check items that are applicable):

Planning:

- Invoice/Payroll Charges
- Payroll Register
- Cleared Check Payment
- Job Description
- Functional Timesheets
- Deliverables/Progress Reports

Organization:

- Invoice/Payroll Charges
- Payroll Register
- Cleared Check Payment
- Job Description
- Functional Timesheets
- Deliverables/Progress Reports

Equipment:

- Invoice
- Cleared Check Payment
- Purchase Order
- Packing Slip
- EHP Approval
- EOC Approval
- Watercraft or Aviation
- Sole Source
- Performance Bond
- Equipment Ledger (Please submit electronic copy to Grants Specialist)

Training:

- Invoice
- Cleared Check Payment
- Training Feedback Number
- EHP Approval
- Certificates/Proof of Participation
- Sign In Sheet
- Agenda

Exercise:

- Invoice
- Cleared Check Payment
- After Action Report
- EHP Approval
- Overtime Authorization

For inquiries/questions, please contact:

_____ Phone #: _____ Email: _____
 Print Name

F. Monitoring Checklist



City & County of San Francisco
Department of Emergency Management
Bay AREA UASI



Monitoring Visit Checklist

Site Visit Information	
Jurisdiction:	
Grants for Review:	
Date of Visit:	
Visit Conducted By:	<hr/> <hr/>

Person(s) Interviewed or Contacted During the Visit		
Name	Title	Phone/Email

Introduction:			
Purpose:			
In accordance with the Uniform Guidance 2 CFR 200 Subpart D-Post Federal Award Requirements §328 and 331, the City & County of San Francisco, Department of Emergency Management, Bay Area UASI is required to perform sub-recipient monitoring to assure compliance with applicable federal requirements and performance expectations are being achieved.			
Program and Financial Monitoring efforts are conducted in order to:			
<ul style="list-style-type: none"> • Gauge and measure compliance of jurisdictions to grant rules and regulations • Monitor activities to ensure that grant funds are used for authorized purposes in compliance with laws and regulations. • Assess jurisdictions progress, project implementation and impact. • Ensure provisions of Memorandum of Understandings (MOU) and performance goals are achieved. • Assist and recommend areas of improvement and provide guidance to improve jurisdiction administrative efficiencies and programmatic effectiveness. 			

Section A. Administrative Review			
Compliance:	Yes	No	Partial
1. Does the jurisdiction demonstrate a clear understanding of the dates stipulated on the MOU?			
2. Does the jurisdiction demonstrate zero concerns about the latest grant assurances required in the MOU?			
Does the jurisdiction have the following documents in place:			
3. Does the jurisdiction have a fraud policy in place?			
4. State and federal grant guidance for each applicable grant year.			
5. Equal Employment Opportunity (EEO) Policy Statement.			
6. Harassment or Discrimination in Employment Policy Statement.			
7. Drug-Free Workplace Policy Statement.			

8. Written local Human Resources (HR) policies and procedures.			
9. Do these policies discuss work hours, compensation rates, including overtime, and benefits; vacation, sick or other leave allowances, hiring and promotional policies?			

Comments:
Recommendations:

Section B. Accounting & Financial Management Review (2 CFR Part 200 §302-303, 333)			
Compliance:	Yes	No	Partial
1. Does the jurisdiction maintain a financial management system that accurately identifies the source and amount of funds awarded to them?			
2. Does the jurisdiction accounting system ensure that grant funds are not commingled with other funds or other grant funds?			
3. Does the jurisdiction have local accounting and internal control policies and procedures in place?			

4. Were expenditures reported and requested on a reimbursable basis?			
5. Does the jurisdiction ensure good and services are delivered and accepted prior to payment in full?			
6. Does the jurisdiction ensure separation of duties and signature authority when initiating and approving accounting transactions?			
7. Does the jurisdiction ensure that costs charged to grant funds were not also billed and/or reimbursed by other funding sources?			
8. Are expenditures supported by proper source documentation, including, but not limited to, purchase orders (PO), original invoices, packing slips, cancelled checks, accounting journal entries, and other pertinent records necessary to permit the tracing of grant funds?			
9. Does the jurisdiction have a system for tracking and reporting program funds received?			
10. Does the jurisdiction have any budget control to compare actual expenditures or outlays with budgeted amounts for each grant?			
11. Are there written policies and procedures governing the maintenance and retention of records?			
12. Are financial records maintained for at least three years after the close of the grant and after all pending matters are closed?			
13. Has the jurisdiction submitted all required reports on time?			
14. Were the corrective actions from the recommendations of the previous monitoring properly implemented?			
15. Does the jurisdiction have procedures in place to comply with <i>2 CFR 200 Subpart F-Audit Requirements §501</i> by obtaining a Single Audit or financial statement audit? Are findings relating to the appropriate program promptly corrected?			
Comments:			

Recommendations:

Section C. Contracts and Procurement Review (2 CFR 200§213, 317-326)

Compliance:	Yes	No	Partial
1. Does the jurisdiction have written policies and procedures in place for procurement and contractual transactions?			
2. Does the jurisdiction ensure that standards of conduct covering conflict of interests are maintained and addressed?			
3. Does the jurisdiction ensure and verify bidders are not debarred or suspended per 2 CFR 200 Subpart C-Pre-federal Award §213? Check for proof of documentation.			
4. Does the jurisdiction ensure competitive Requests for Proposals (RFP) for procurement are received from an adequate number of qualified sources and evaluated through a selection process based on price, responsibility of the entity, and whether it is most advantageous to the program?			
5. Does the jurisdiction ensure non-competitive proposals (also known as sole sources) follow state/federal sole source requirements and obtain approval from CalOES through the UASI? Is there approval from internal purchasing section?			

6. Does the jurisdiction ensure that local preferences are not used when entering into any procurement transaction or contractual agreement?			
7. Does the jurisdiction ensure that the payment transaction file includes a PO, a contractual agreement, or reference to a contractual agreement?			
Comments:			
Recommendations:			

Section D. Planning and M&A Personnel Review			
Compliance:	Yes	No	Partial
1. Does the jurisdiction maintain job descriptions on file for any personnel funded with grant funds?			
2. Are the job descriptions on file "project specific", instead of the county or local general job classification description?			
3. Does the jurisdiction ensure grant funded staff perform eligible duties and activities per state and federal grant guidelines?			
4. Are there procedures/controls are in place to track overtime?			
5. Does the jurisdiction maintain and keep accurate records of functional time sheets for staff funded with grant funds?			

6. Does the jurisdiction document and maintain deliverables on file for each position, including e-mail activities, meeting agendas, reports written by the employee, etc.?			
---	--	--	--

Comments:

Recommendations:

Section E. Travel, Training and Exercise Review

Compliance:	Yes	No	Partial
1. Does the jurisdiction have written travel and training policies and procedures in place?			
2. Does the jurisdiction request for a training feedback number for each training class?			
3. Does the jurisdiction request Controlled Equipment, Environmental and Historic Preservation (EHP) approval from Cal OES through the UASI for applicable equipment purchases and/or training and exercise activities?			
4. Does the jurisdiction prepare and submit an After Action Report (AAR) for exercise activities?			

5. Does the jurisdiction use the General Services Administration (GSA) rate for travel per diem?			
6. Does the jurisdiction ensure travel expenses for reimbursement include sufficient documentation of purpose of travel, meeting and conference agendas, schedules and conference notes and expenditure receipts?			
7. Are original receipts maintained with travel expenditures to reduce the possibility of claiming the same expense for reimbursement on more than one award or to 3 rd party sources?			

Comments:

Recommendations:

Section F. Equipment Acquisition and Inventory Review (2 CFR, 200§313)

Compliance:	Yes	No	Partial
1. Does the jurisdiction ensure that the acquisition of equipment was in accordance with the grant award MOU and within the grant guidelines?			
2. Does the jurisdiction ensure the purchased equipment is being used for the stated purpose in the MOU?			

3. Has the purchased equipment been deployed and is it in use?			
4. Does the jurisdiction maintain an inventory of equipment purchased with grant funds?			
5. Does the jurisdiction maintain appropriate internal equipment inventory records by description of the equipment item, condition, serial and identification number, deployed location and use, acquisition date, cost and disposition?			
6. Does the jurisdiction ensure that each equipment item purchased with grant fund has an AEL# obtained from the FEMA website?			
7. Has an internal physical inventory been taken of equipment purchased with grant funds in the last two years?			
8. Does the jurisdiction maintain a management system that ensures adequate safeguards to prevent equipment purchased with grant funds from being lost, stolen and/or destroyed?			

Comments:

Recommendations:

1.			
2.			
3.			
4.			

Section G. EHP and Controlled Equipment Requirement and Approval Review

Compliance:	Yes	No	Partial
1. Does the jurisdiction comply with receiving Cal OES authorization on activity requiring EHP approval before proceeding with the purchase?			

2. Does the jurisdiction maintain a copy of the approved EHP request on file and attach it as supporting documentation when seeking reimbursement?			
3. Does the jurisdiction request Controlled Equipment, Environmental and Historic Preservation (EHP) approval from Cal OES through the UASI for applicable equipment purchases and/or training and exercise activities?			
4. Does the jurisdiction comply with receiving Cal OES authorization on activity requiring Controlled Equipment approval before proceeding with the purchase?			
5. Does the jurisdiction maintain a copy of the approved Controlled Equipment request on file and attach it as supporting documentation when seeking reimbursement?			
Comments:			
Recommendations:			

Section H. Programmatic Review

Compliance:	Yes	No	Partial
1. Does the jurisdiction ensure that goals, objectives and program activities support the investment justification of the award?			
2. Is the jurisdiction satisfied with its progress toward achieving the goals and objectives of the program?			
3. Does the jurisdiction submit and maintain all required progress reports for the program?			
4. Does the jurisdiction have an information retrieval system that provides accurate data or concrete documentation that validates project performance of the program?			
5. Does the jurisdiction ensure that program milestones are set and performance deliverables are met within timelines stated in the MOU?			
Comments:			
Recommendations:			

Section I. Other

1. Any challenges the jurisdiction is experiencing?
2. Does the jurisdiction have any improvements or suggestions on the grant administration process?

Comments:

Recommendations:

G. Bay Area UASI Travel Policy



BAY AREA UASI TRAVEL POLICY

Updated FEBRUARY 2017

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BAY AREA UASI TRAVEL POLICY

SCOPE OF THIS MANUAL

Policies, Guidelines, and Procedures

This manual provides policies and guidelines for the BAY AREA UASI (BAUASI) and establishes procedures for the Management Team, Approval Authority Members, Affiliated Non-Employees, and others who incur authorized business travel expenses on behalf of the BAUASI.

Affected Parties

The policies, guidelines, and procedures contained herein apply to the Approval Authority Members, Management Team, Contractors, Affiliated Non-Employees, and other similar individuals.

For the remainder of this document, BAUASI business travelers will be referred to as “travelers” or “employees,” unless otherwise noted.

PURPOSE, OBJECTIVES AND PRINCIPLES

Purpose

This guideline is to provide BAUASI travel rules and provide guidance to what expenses will be allowed. As a general rule, travelers or employees should incur only those expenses that a reasonable and prudent person would incur when traveling on official business. Due consideration should be given to such factors as suitability, convenience, and the nature of the business involved. Travel expenses are reimbursable for travelers and employees who travel on official business on behalf of the BAUASI, subject to the allowances, limits, and requirements discussed below.

Objectives

The objectives of the BAUASI’s travel policy and procedures documents are as follows:

- To support travel costs incurred on behalf of the BAUASI for the purpose of conducting official business;
- To establish uniform criteria and approval for advances and reimbursement of travel expenses for BAUASI business travelers;
- To ensure all BAUASI business travelers have a clear and consistent understanding of policies and procedures for business travel;
- To avoid the improper use of funds for travel that does not benefit the BAUASI.

Guiding Principles

Travel on behalf of the BAUASI will be approved if it constitutes official business on behalf of the BAUASI and the purpose results in a benefit to the BAUASI.

Definition of Official Business

To constitute “official business on behalf of the BAUASI”, the activities of an employee or traveler of the BAUASI must clearly demonstrate that there is a valid BAUASI interest to be served or gained through the travel; and there is:

- a. Relevance to the BAUASI’s operations or the individual’s role in such operations; and/or
- b. The promotion or development of the BAUASI’s programs, methods or administration; and/or
- c. Compliance with instructions or authorization for BAUASI.

Prudent Person Standard

All expenses incurred while traveling on BAUASI business should be a reasonable and prudent use of public funds. Cost will be taken into account when weighing the importance and benefits of the business purpose for travel. Travelers should choose the most efficient, direct and economical travel options required for the occasion and any individual who chooses a different route, without adequate justification, must assume any additional expense incurred. If for traveler’s personal convenience, there is interruption or deviation from the direct route, the travel cost cannot exceed that which would have been incurred on uninterrupted travel.

Travel is authorized for the minimum number of persons necessary to carry out the business purpose of the travel, and only for those whose job tasks are directly related to the purpose of the travel. For travel within the State and requiring overnight stays, no more than four (4) Management Team employees should be allowed to attend the same seminar or workshop, unless individual attendance is required for educational or certification purposes. For out-of-state, international travel, and travel to non-continental destinations, no more than four (4) Management Team employees and no more than 14 travelers from all jurisdictions (for a total of 20) may travel to the same destination for the same purpose, without prior approval by both the Approval Authority and/or the General Manager. (See Travel Authorization Below)

It is the objective to diversify the number of persons requesting to travel, giving more weight to those who haven’t traveled previously to attend a seminar, conference, or workshop to those who previously traveled to attend such events. It is also the intention to diversify participation among the Bay Area Region to allow regional stakeholders, members, affiliated non-employees, and other similar individuals the opportunity to attend a seminar, conference, or workshop. Lastly, attending employees or travelers shall be required to give a presentation or report to other fellow employees or group members after returning from a workshop, seminar, or similar event.

If there are specific reasons for which the General Manager approves attendance of more than four (4) employees of the Management Team for a seminar, workshop, or similar event which is not for education certification purposes, the additional costs and the justification notes will be reviewed and reported to the Approval Authority.

Occasions for Travel

Examples include the following types of occasions when the BAUASI traveler is required to travel out of the general region to:

- Attend a convention, seminar, meeting, school, or training;
- Make professional presentations as a representative for the BAUASI;
- Interview persons; inspect programs, facilities or institutions; conduct surveys; exchange professional information;
- Work at a project location sufficiently distant from the main or regular place of work to require overnight lodging;
- Work long hours away from the main or regular place of work where daily travel is impractical; and/or
- Participate in formal activities, including hosting of persons who, for protocol reasons, merit appropriate courtesies and hospitality.

Non-occasions for Travel

Membership in an organization is not, of itself, a basis for travel authorization, and in no circumstance shall employees be authorized to travel as a reward for meritorious service, performance, or employee recognition, unless the purpose is to receive an award of formal recognition bestowed by a recognized outside organization for work performed for the BAUASI.

Exception Principles

Exceptions to specific provisions of the BAUASI travel policy may be authorized by the General Manager on a case-by-case basis, and only when there is adequate written justification and documentation and the travel is within the intent of the overall travel policy. Allowable exceptions are confined to the following conditions:

- To serve the business interest of the BAUASI;
- To avoid a severe hardship or inconvenience;
- To observe an established or expected protocol at a specified event; or,
- To respond to an emergency situation.

Possible Conflict with Labor Agreements or Laws

These policies apply to all of the BAUASI's employees unless they are in conflict with specific provisions of existing labor agreements or with specific provisions of state or federal law. In such cases, the provisions of those agreements or laws shall prevail for the employees covered under those agreements or laws.

Geographical Categories

BAUASI travel policies cover three geographical categories:

- In-State
- Out-of-State (within contiguous 48 states)
- International and Travel to Non-Continental US territory

Advance Fund Request and Claims Submission

BAUASI travelers may submit a request for advance funds to cover anticipated out-of-pocket travel expenses whenever the expenses are incurred as part of official duties. He or she may also submit a claim for reasonable, actual and necessary incurred expenses related to such authorized travel.

Prudent Judgment and Common Sense

While this manual tries to provide specific guidelines for most circumstances that might be encountered while traveling on BAUASI business, it cannot anticipate all possible circumstances. When such circumstances occur, employees should use prudent fiscal judgment and common sense in the expenditure of public funds.

RESPONSIBILITY AND ENFORCEMENT

Traveler

Anyone who travels on BAUASI business, or supervises someone who travels, is responsible for knowing the general intent of the travel policy. The traveler is responsible for complying with the BAUASI's travel policies and exercising reasonable and prudent judgment related to BAUASI business travel. The traveler is also responsible for obtaining proper authorization and preparing and submitting expense reports (with appropriate receipts) in a timely manner.

Approval Authority Members and Management Team

Approval Authority Members and the Management Team are responsible for travel requests and expenditures, and for exercising due diligence to ensure that authorized travel is necessary and appropriate for the conduct of BAUASI business, that the cost is reasonable and justified by the trip's purpose, and that the travel expenditures are budgeted and within budgetary limits. They are also responsible for assuring that expense reports are accurately reviewed for compliance and for review and recommendation regarding exceptions.

The policies, guidelines and procedures mentioned below do not preclude more restrictive internal approval procedures which the BAUASI may choose to implement internally to better monitor and control the budget. While this policy places the primary responsibility for travel oversight on the

Chief Financial Officer of the Grants Management Unit, the General Manager and Chair of the Approval Authority may impose additional approval levels or processes.

General Manager

The General Manager establishes common and consistent travel practices as governed by these policies and guidelines. The General Manager has lead responsibility in the regular review of travel policies and procedures and the development of amendments, as needed. The General Manager, along with the Approval Authority, reviews and approves international travel requests. The General Manager has the authority to grant an exception to a specific provision of the travel policy. The General Manager has final approval authority as to the appropriateness and reasonableness of reimbursement requests, other than exceptions described above.

Chief Financial Officer

The Chief Financial Officer works with the General Manager to maintain common and consistent travel practices as governed by these policies and guidelines.

Grants Management Unit

The Grants Management Unit is responsible for exercising general oversight for the processing of reimbursement requests in order to ensure consistency with the policies and guidelines set forth in this document. The Grants Management Unit processes claims, including conducting desk audits, and provides timely, accurate reimbursement to claimants. Regular updates to the published travel policies and procedures are provided by the Grants Management Unit.

TRAVEL AUTHORIZATION

Obtaining Travel Authorization

Travel authorization should be obtained as early as reasonably possible, prior to the date of travel. Authorization is required for all BAUASI travel for official business purposes. Employees or travelers must always secure advance approval from their direct supervisor/manager for all BAUASI travel. This approval must always be in writing as stated in the section which follows (Advance Written Request).

Written request for travel is made on the Travel Authorization form. Blank forms and completed samples can be found in Appendix A.

Advance Approval Required

If travel includes an overnight stay, airfare, or advanced funds or transportation involving a rental car, advance written approval by the General Manager is required. For Approval Authority Members and employees from other jurisdictions, except those working for the Fiscal Agent, an advance written request must first be approved at the appropriate department of the home

jurisdiction and then subsequently forwarded to the General Manager for pre-approval. For in-state and out of state travel, no more than four (4) Management Team employees should be allowed to attend the same seminar or workshop, unless individual attendance is required for educational or certification purposes.

Travel On Behalf of a National Association, Board, and/or Committee

An advance written request and approval by the General Manager or Approval Authority is required if travel is based upon holding office on a national association, board, and/or committee.

Travel to Non-Continental Destinations and International Travel

If travel includes an overnight stay, airfare, or advanced funds or transportation involving travel to non-continental destinations, advance written request and approval by both the Approval Authority and General Manager is required. For Approval Authority Members and employees from jurisdictions other than the Fiscal Agent, an advance written request must first be approved at the appropriate department of the home jurisdiction, and then subsequently forwarded to the Approval Authority and General Manager for pre-approval.

For travel to non-continental destinations and international travel, no more than four (4) Management Team employees and no more than 14 travelers from all other jurisdictions (for a total of 20 travelers) may travel to the same destination for the same purpose, without prior approval by the Approval Authority and the General Manager.

In addition to the above, approval of international travel should be obtained using the following procedures:

1. A request for international travel must be submitted, on agency letterhead, to the BAUASI 6 months before the scheduled travel dates. The request should include:
 - a. The dates and locations and proposed itinerary for the international travel;
 - b. The purpose of the international travel, including a description of the event, training, or exercise to be attended;
 - c. The number, names, titles, and roles of each individual scheduled for this international travel event;
 - d. The estimated expense budget for the international travel, including estimated air fare, lodging, per diem, and any other associated expense; and
 - e. The expected benefit to the sub-recipient and to the UASI grant, if the international travel is approved.
2. If the overseas travel involves a training activity, the requesting agency must submit, on agency letterhead, a separate written request that describes:
 - a. Name/address/contact information of the training provider;
 - b. Proposed Agenda of day to day activities; and
 - c. The estimated expense budget for the international training activity, including registration/tuition, estimated air fare, ground transportation, lodging, meal per diem, and any other associated expense.

3. Travel and budgetary approvals from Cal OES and DHS can take up to 5 months. Sub-recipients should provide updated budget and itinerary information, as needed by Cal OES or DHS, and before final travel arrangements are made.
4. Authorized international travel must follow the sub-recipient's local travel policy. However, in the absence of any international travel policy, the sub-recipient must adhere to the Federal Travel Regulations (2 CFR 200, subsection 474).
5. Upon receipt of all approvals, the sub-recipient shall ensure that all necessary grant modifications are requested from the BAUASI, and training feedback numbers are obtained for the international travel event.
6. Upon completion of the international travel, and before expenses are invoiced and reimbursed, sub-recipient shall submit a travel report that assesses the relative success or failure of the trip, knowledge or training gained from the trip, and quantifies any benefits to the UASI grant.

Travel Authorization Form

A travel authorization form must be completed by the employee or traveler. As stated above, all requests for business travel require advance approval by the General Manager and a fiscal review by the Chief Financial Officer. (See blank form attached as appendix A). The travel authorization form shall include:

- Date(s) of travel and location;
- Business purpose of travel (training/conference/meeting);
- Estimated expenses including registration fee, cost of airline ticket, other transportation costs (i.e. taxi, shuttle, or car rental), and lodging. Fully itemized detail in accordance with the guidelines in this document must be provided for estimated expenses.

Travel Expenses

Travel expenses include lodging, transportation costs, registration or attendance fees, meals and other costs reasonably and necessarily incurred that are paid for by the BAUASI, or by the traveler or employee subject to reimbursement by the BAUASI, when a traveler or an employee is required to travel on official business. The Chief Financial Officer should only allow travel that is clearly anticipated in the BAUASI-approved budget. Employees and travelers are responsible for cancellation of lodging and transportation if travel is cancelled or postponed, to ensure that the BAUASI will not be liable for any costs.

Issuing and Monitoring Travel Advances

When a Travel Advance (TA) is needed for authorized business travel, the TA requires approval by the Chief Financial Officer. The approved request, along with documentation for expenditure estimates supporting the advance amount, should be forwarded to the Grants Management Unit for processing. When Travel Advances are issued, the minimum advance amount is \$1,000. Cash Advance requests should be submitted in PeopleSoft within 30 calendar days from the scheduled travel/training date.

TAs can be issued for lodging, conference registration fees, and transportation expenses. TAs are not allowed for airfare as employees can purchase air tickets through an approved vendor of the fiscal agent. Checks are issued to employees through the bi-weekly payroll process. The Grants Management Unit should process the TA document in the fiscal agent's financial accounting system PeopleSoft allowing sufficient time for check issuance. TAs must be liquidated in PeopleSoft within ten (10) business days of return from travel. The Grants management Unit is responsible for monitoring advances and following up with employees to ensure advances are liquidated within this time frame.

If a TA is not liquidated within in ten (10) business days after the employee returns from travel, the funds will be recovered through a payroll offset of the employee's salary and the employee will not be eligible for TAs for a minimum of two years from the date of the offset. Additionally, an employee may only have one TA open at a time.

TRAVEL CLAIMS

General Guidelines

When filing a travel claim, the employee or traveler is required to submit all supporting documentation including, but not limited to, an approved Travel Expense Voucher, air or other itinerary, conference/meeting/workshop schedule and agenda, original itemized receipts, proof of payment, any necessary pre-approvals and/or justifications, etc.

Submitting and Processing of Travel Expense Vouchers

Employees or travelers are responsible for forwarding complete and timely travel claims to the Grants Management Unit no more than 30 days from return of travel, or ten (10) days if a TA was issued. Complete expense reimbursement requests or travel liquidations must be fully supported by original receipts and forwarded to the Grants Management Unit. Reimbursement requests with incomplete documentation will be denied. Expense reimbursement must be completed and processed in PeopleSoft within 90 days.

Employees or travelers are required to specify the business purpose of the trip, destination, conference/workshop/meeting dates, travel dates, and times (departure and return). The business purpose should be descriptive enough to clearly answer any questions regarding the necessity of the travel.

Reviewing Travel Claims

When reviewing travel claims, the Grants Management Unit is responsible for:

- Ensuring expenditures are reasonable, necessary, and for official business purposes and the duration does not exceed official business trip requirements;
- Reviewing and auditing for compliance with the BAUASI travel manual;
- Requesting additional documentation, information, justification from employee as needed;

- Deducting unallowable expenses;
- Reviewing to ensure the request is in compliance with project/grant requirements;
- Verifying authorized approver.
- Ensuring all appropriate/required and supporting documentation submitted and maintained in department files;
- Approving/denying travel claim in a timely manner; and
- Processing reimbursements in the PeopleSoft financial system within 90 days from return of business travel.

Processing Travel Reimbursements

Travel and other employee reimbursements will be processed in the City's financial system (PeopleSoft Expenses Module). Employee reimbursements will be paid through PeopleSoft HCM payroll on a biweekly basis. Reimbursements will be processed and deposited on an alternate Tuesday separately from the regular payroll paydays.

TRANSPORTATION

General Guidelines

Travelers or employees will be expected to obtain the lowest published routine fare for travel by the most efficient, direct, and economical mode of transportation required by the occasion. Travelers or employees may book their air or rail travel with travel agencies approved by the fiscal agent or on-line directly with the airline. Travelers or employees will be charged in PeopleSoft for the airfare if booking is made with travel agencies of the fiscal agent. Alternatively, if employees make their own arrangements, they will have to pay first and request reimbursement.

If an alternative mode of transportation is selected, the allowable cost shall be the lower of the actual cost of alternative modes of transportation or the lowest economy/coach class airfare available for the date and time selected.

Use of Vehicles

Vehicle use for travelers on official business is reimbursable. In all instances, the most direct and cost efficient route must be taken. When multiple employees are attending the same business activity (i.e. out-of-town meeting, conference, etc.), employees are strongly encouraged to carpool. Employees are personally responsible and will not be reimbursed for traffic violations or other penalties for infractions of any law.

The following information is required to be included on the employee Travel Expense Voucher:

- Business purpose for use of vehicle.
- Starting point (i.e. worksite or home, whichever is the closer of the two) and the destination.
- Vehicle make, model and license #. If using City issued vehicle, provide vehicle number.
- Odometer reading, beginning and ending.

Personal Vehicle

In accordance with the fiscal agent's local ordinance (San Francisco Administrative Code Section 10.28-1), the mileage rate for payments to officers and employees for use of privately owned automobiles in connection with any official duty or service shall be at the rate established by the Controller.

Effective January 1, 2017, the IRS standard mileage rate for business use of an automobile is 53.50 cents per mile.

Mileage is reimbursed when using a personal vehicle; fuel is not reimbursed. Personal expenses such as private vehicle repair and maintenance are not reimbursable. When using a personal vehicle for official business, all passengers in the vehicle must be on official business for the BAUASI.

Vehicle of the Fiscal Agent

When using a vehicle of the fiscal agent, fuel should be obtained from Central Shops. When impractical to do so, fuel purchased at a commercial location is reimbursed with written justification and original receipt(s). Mileage is not reimbursed. All passengers traveling in a vehicle of the fiscal agent must be on official business of the BAUASI.

Rental Car

The cost of a rental car is reimbursable if it was pre-approved in writing, by the General Manager, on the Travel Authorization form. The pre-approval request must include:

- (a) The car rental amount and estimate of other related expenses such as parking and fuel; and
- (b) Justification why other forms of transportation are not appropriate, why a rental car is necessary, and how a rental car is the most economical and efficient/practical.

All passengers traveling in a rental vehicle must be on official business of the BAUASI. Car rental is limited to a standard compact size vehicle. A midsize vehicle is reimbursable if use is for three people or more, justification provided, and pre-approved in writing by the Chief Financial Officer. Pre-paid fuel for re-filling the gas tank on the rental car is not reimbursable. Employees must submit fuel receipts for actual mileage. Original receipts and car rental pre-approval are required to be submitted with reimbursement requests. As the City is self-insured, auto insurance is not reimbursable.

MODE OF TRAVEL

Air Travel

Airfare should be booked for economy/coach class only. Business or First class is not

reimbursable. Upgrades are not reimbursable. Air ticket must be purchased in advance to take advantage of the most economical fares available. Same day or near travel day ticket purchases are not reimbursable unless approved by the General Manager and properly justified. Air travel itinerary is required to be submitted with travel claim documentation. If the airline charges for checked luggage, only the cost of the first checked bag will be reimbursed. Additional baggage check-in costs will be reimbursed with justification explaining the business need for extra luggage.

Mileage for long distances, employee drives instead of flying

In situations where travelers or employees would normally travel by air, but an employee or traveler chooses to drive instead, reimbursement will be the lower of the two options, driving or flying. At the time of the travel authorization, employee must obtain a quote from an approved vendor of the fiscal agent documenting the cost of air ticket for the travel dates. Maximum reimbursement will be up to the quoted cost of the air ticket.

Example: Training in Los Angeles, CA, employee drives instead of flying. In all cases, reimbursement will be the lower of the two options.

Mode of Transportation	Expenses Reimbursed
(a) Employee drives personal car	(a) Mileage, up to the cost of air ticket quote.
(b) Employee drives fiscal agent’s vehicle	(b) Fuel expenses, up to cost of air ticket quote, when impractical to obtain fuel from Central Shops.
(c) Employee drives rental car	(c) Cost of car rental and gas expenses, up to the cost of air ticket quote.

Transportation between worksite/home and airport within SF Bay Area

- Recommended options are public transportation, taxi or shuttle.
- If using personal car:
 - (a) Mileage is reimbursed up to \$15 each way, maximum \$30 total for the related travel.
 - (b) Parking is limited to long-term parking only, maximum of \$18 per day, up to \$120 total for the travel.
 - (c) When using personal vehicle, employee will not be reimbursed for any damages that may occur.

Transportation during the travel between airport and hotel / conference site

The travel reimbursement policy with regards to transportation between and airport and hotel/conference site is as follows:

- Recommended options are public transportation, shuttle, or taxi.
- Car rental is reimbursable if the requirements stated in the Use of Vehicles section are met.
- For overnight travel in which employee or traveler uses personal, City, or rental vehicle, the maximum reimbursement for overnight hotel parking is limited to the lowest available rate.

LODGING AND MEALS

Lodging

The most economical and practical accommodations available considering the purpose of the meeting, and other relevant factors will be reimbursed. For travel within the United States, the maximum reimbursement is the lesser of either the federal GSA (General Services Administration) *per diem* rate for lodging or the rate used by the home jurisdiction of the traveler or employee. To stay within the maximum rates, conference discount rates and “government rates” should be used whenever possible.

If the home jurisdiction rate exceeds the federal GSA *per-diem* rate, the employee or traveler will be reimbursed only up to the GSA rate. Any amount exceeding the GSA rate will be the responsibility of the home jurisdiction of the employee or traveler. Similarly, if the GSA rate exceeds the rate of the home jurisdiction, the employee or traveler will be reimbursed only up to the rate of the home jurisdiction.

Federal domestic and foreign lodging, maximum travel *per diem* allowances, meals and incidental expense breakdown are available from the U.S. General Services Administration website: www.gsa.gov.

In rare circumstances, with appropriate pre-approval and justification of business need, employees may be reimbursed beyond the federal *per diem* rate. An itemized hotel bill is always required for reimbursement to be made. Reimbursement should be for the single room rate.

Conference Hotel

- If conference hotel lodging rates exceed the federal rate, actual expenses will be reimbursed when documentation of the conference lodging rate and a receipt are provided.
- Hotels recommended by the conference or overflow hotels with a conference rate will be reimbursed when documentation of the conference lodging rate and a receipt are provided.
- If a hotel is listed as recommended/overflow hotel but does not have a documented conference rate, reimbursement will be for actual expenses, with maximum reimbursement up to the conference hotel rate only. If there are multiple conference hotels with a range of rates, the maximum reimbursement for the overflow hotel is up to the highest rate among the published conference hotels.
- For hotels not listed in the conference material, reimbursement will be for actual expenses, with the maximum up to the conference hotel rate or the GSA rate, whichever is lower.
- Required documentation of the conference lodging rate includes a copy of conference registration information showing location, dates of conference, conference hotel(s), and single room rate. Documentation of the conference hotel rate must be provided.

Lodging in Excess of Federal *per diem* Rate

In situations where an employee is unable to find lodging at the GSA rate, or business circumstances require employee to stay in a hotel that exceeds the federal *per diem* rate (e.g. lodging during a special event), reimbursement will be allowed if all of the following requirements are met:

- (a) Written pre-approval by the General Manager.
- (b) Justification of business need and demonstration of most economical and practical, (i.e. the only lodging within federal *per diem* rate is located a long distance from the meeting site and would require a car rental or costly taxi ride, which in total exceeds the cost of the higher lodging rate).
- (c) Itemized hotel bill must show the employee obtained the “Government Rate” and the rate is reasonable, not to exceed one and a half times the federal *per diem* rate.

If these requirements are not met, the reimbursement will be reduced to 1.5 times the federal *per diem* rate.

City Not on the Continental U.S. (CONUS) *per diem* Listing

If a city is not listed, check to ensure that the county within which it is located is also not listed. On the GSA website is a link to the National Association of Counties-County Search (<http://www.naco.org/counties/pages/citysearch.aspx>) which can help determine the county in which a destination is located.

- If the city is not listed, but the county is, then the *per diem* rate is the rate for that entire county.
- If the city and the county are not listed, then that area is considered to be a Standard CONUS; refer to <https://www.gsa.gov/portal/content/104877> for the current CONUS rates for lodging, meals, and incidentals.

Lodging for Travel within Local Commuting Area

- Lodging for travel within the local commuting area requires written pre-approval by the Chief Financial Officer. The Grant Management Unit is required to maintain documentation of the pre-approval and the justification of business need with the employee travel claim document.
- For the fiscal agent, local commuting area is defined as within the nine Bay Area counties of Alameda, Contra Costa, Marin, Napa, San Francisco, San Mateo, Santa Clara, Solano and Sonoma.

Meals and Adoption of the Federal Meal and Incidental Expenses (M&IE) Rate

Meals and Incidentals are reimbursed according to the guidelines below if the travel is overnight and is pre-approved as an exception by the Chief Financial Officer. The federal rate for meal and incidental expenses (M&IE) will be paid without itemization of expenses or receipts. If an officer or employee chooses to request specific reimbursement for meals, original itemized receipts are required. For employee travel, the maximum meal reimbursement is up to the federal *per diem* rate.

Each city in the federal rate guide has a dollar value for the full day depending on the relative cost of meals in that jurisdiction. Once you obtain the total dollar value, you can refer to this table to determine the rates for each meal:

Federal Domestic Meal & Incidental Expense (M&IE) Rates

M&IE RATE (FULL DAY)	\$ 51	\$ 54	\$ 59	\$ 64	\$ 69	\$ 74
Continental Breakfast/Breakfast	\$ 11	\$ 12	\$ 13	\$ 15	\$ 16	\$ 17
Lunch	\$ 12	\$ 13	\$ 15	\$ 16	\$ 17	\$ 18
Dinner	\$ 23	\$ 24	\$ 26	\$ 28	\$ 31	\$ 34
Incidentals	\$ 5	\$ 5	\$ 5	\$ 5	\$ 5	\$ 5

The first and last day of travel *per diem* is reimbursed at 75% of the regular GSA rate. The Table below lists the GSA's *per diem* amount employees receive on the dates of the departure (first travel day) and their return (last travel day).

Federal Departure and Return Day M&IE Rates

M&IE RATE (FULL DAY) <i>per diem</i>	FIRST & LAST DAY OF TRAVEL <i>per diem</i>
\$51	\$38.25
\$54	\$40.50
\$59	\$44.25
\$64	\$48.00
\$69	\$51.75
\$74	\$55.50

Conference Provided Meals

- If one or more meals are included as part of a conference registration fee, only the remaining meals and incidental expense rate from the above chart may be charged. A copy of the conference schedule and any other conference information must be attached to the travel claim documentation.
- You cannot claim *per diem* in lieu of conference provided meals. There are no exceptions allowed.

Incidental Expenses

The \$5 Incidental *per diem* is paid for every day of the trip, including travel days. This amount includes expenses for:

- Transportation between places of lodging or business and places where meals are taken, if suitable meals cannot be obtained within walking distance of the conference/training site or hotel.
- Fees and tips given to porters, baggage carriers, bellhops, hotel maids and stewards.
- Mailing costs associated with filing travel vouchers.

Travel In the Local Commuting Area

- Does not qualify for the *per diem* reimbursement (e.g. attending conferences, meetings, trainings, etc.) The only exception for allowing meal *per diem* is when employee was pre-approved by the Chief Financial Officer for overnight travel/lodging within the nine Bay Area counties.

Day Trips/Same Day Travel (e.g. for Conference, Training, Meeting, etc.)

- There is no meal *per diem* for day trips or same day travel.

Other Expenses

Other expenses associated with and incurred in the performance of BAUASI business while in travel status, deemed necessary and reasonable by the Chief Financial Officer, are reimbursable. These include:

- Ground transportation (to or between the officer or employee's work site and airport, bus station, train depot and the meeting or lodging site and return);
- Parking fees, bridge tolls; and/or
- Necessary business telephone charges, copying charges, and business-related internet access.

These expenses are to be reviewed by the Chief Financial Officer and only approved if deemed reasonable and proper.

Travel Change or Cancellation Fee

- Travel agencies or airlines charge up to \$150 for itinerary changes and cancellation fees when an employee changes or cancels a flight reservation. If this situation arises, the employee must submit written justification explaining the reason/business need for the itinerary change or cancellation, including approval from the General Manager in order for a change/cancellation fee to be reimbursed.
- For a cancelled air ticket, the amount paid is credited to the employee's name.
 - (a) If air ticket was booked through a City travel agency, the Grant Management Unit is responsible for monitoring the use of the credit and ensuring the use is for authorized official business travel only.
 - (b) If booked on-line directly by the employee, the City will reimburse for the cancellation fee if a justifiable business reason for cancellation is provided and approved by the

Chief Financial Officer. The City will not reimburse the employee for the cancelled air ticket.

Business Calls, Fax and Internet Usage

- Employees or travelers will be reimbursed for reasonable usage with original receipt.
- Business purpose and justification of need required must be documented.
- Identify all business internet charges, business calls, faxes, etc. on the hotel bill.

Other Reimbursable Expenses

Other expenses associated with and incurred in the performance of BAUASI business while on travel, deemed necessary by the Chief Financial Officer, are reimbursable. These include:

- Ground Transportation (to or between the employee’s work site and airport, bus station, train depot and the meeting or lodging site and return);
- Parking fees, MUNI, BART, and Bridge tolls; and
- Necessary business charges like: telephone charges, copying charges, and business-related internet access charges.

Original receipts are required for all other travel and official expenses related to official BAUASI business. The only exceptions are Toll/Bart/Muni/parking meter/public telephone costs which are reimbursable without receipts.

Reimbursements will not exceed the necessary and reasonable amount as determined by the Chief Financial Officer. If there is any question about these provisions, please obtain authorization from the Chief Financial Officer in advance of the travel to ensure that reimbursement above these rates will be allowed.

Non-Allowable and Non-Reimbursable Costs:

The following items will not be reimbursed unless highly unusual circumstances have occurred and written pre-approval was obtained from the Chief Financial Officer.

Type	Examples
Travel/Transportation	<ul style="list-style-type: none">• Unjustified car rental and/or upgrade from standard compact size vehicle.• Auto/flight/travel insurance.• Air travel ticket higher than coach/economy class.• Parking/moving violation tickets or other penalties for infractions of any law; repair of automobiles and towing charges.• Passport application fees.• Unjustified cancelled travel tickets and change/cancellation costs.
Lodging	<ul style="list-style-type: none">• Unjustified lodging in excess of federal <i>per diem</i> rate.

	<ul style="list-style-type: none"> • Lodging other than “standard” room rate. Upgrades are not reimbursable. • Payment for accommodation with friends/relatives. • Unjustified lodging during training/meetings within the nine Bay Area counties. • Hotel movies. • Unjustified internet access.
Meals	<ul style="list-style-type: none"> • Reimbursement for meals unless travel is overnight and pre-approved as an exception by the General Manager or provided for in employee MOU. • Unjustified meal expenses in lieu of conference provided meals. • Alcoholic beverages.
Other Expenses	<ul style="list-style-type: none"> • Boarding cost of pets; additional daycare costs for children during business travel. • Excessive phone calls from hotels when traveling. • Personal laundry/dry cleaning for trips less than 7 days. • Upgrades

QUESTIONS AND ANSWERS

Q: What is the policy regarding using the Fiscal Agent’s approved vendors vs. employee booking air travel directly?

A: Employees have the option of purchasing air tickets from the fiscal agent’s approved vendor or on-line directly. If employees choose to purchase air travel on-line directly, they must document and demonstrate this option is the most economical by obtaining a comparative quote from a City vendor for the travel dates.

Q: Can I book air travel for other than coach/economy class?

A: No. Airfare should be coach/economy class only. Business class is not reimbursable. Upgrades are not reimbursable.

Q: If an airline charges for checked luggage, what is the policy for reimbursing baggage check-in expenses? What documentation is required?

A: The BAUASI will reimburse the cost of the first checked bag only. Additional baggage check-in costs will be reimbursed with justification explaining the business need for extra luggage. Original receipt required for reimbursement.

Q: What expenditures are reimbursed when I drive my personal vehicle, a city vehicle, or a rental car?

A:

Mode of Transportation	Expenses Reimbursed
(a) Employee drives personal car	(a) Mileage

(b) Employee drives city vehicle	(b) Fuel expenses (with justification why employee was unable to obtain fuel from Central Shops)
(c) Employee drives rental car	(c) Cost of car rental and gas expenses

See “Transportation” section for additional information and requirements.

Q: Does my lodging receipt need to be itemized?

A: Yes, hotel lodging receipt must be itemized listing all expenses (room, tax, phone calls, etc.) separately. The receipt must also have a zero balance showing the payment was made. If a hotel bill with zero balance is not available, submit the itemized hotel bill along with a copy of the credit card statement showing payment was made.

Q: If the conference hotel is not available (i.e. fully booked), can I stay at one of the conference provided list of recommended hotels or over flow hotels?

A: Yes, conference recommended hotels or overflow hotels with a conference rate will be reimbursed when documentation of the conference lodging rate and a receipt are provided. Reimbursement should be for the single room rate.

Q: For domestic travel, what if a city is not listed on the CONUS per diem website?

A: If a city is not listed, check to ensure that the county within which it is located is also not listed. The GSA website has a link to the National Association of Counties which can help determine the county in which a destination is located. If the city is not listed, but the county is, then the *per diem* rate is the rate for that entire county. If the city and the county are not listed, then that area is considered to be a Standard CONUS location; refer to <https://www.gsa.gov/portal/content/104877> for the current CONUS rate for lodging, meals, and incidental expenses.

Q: Can the BAUASI pay an employee’s family/friends for lodging or other expenses when employee stays with family/friends during business travel?

A: No.

Q: When employees or travelers stay with family/friends during business travel and therefore do not incur lodging expense to the BAUASI, can employees or travelers be reimbursed for buying family/friends thank you flowers, or meals, etc.

A: No.

Q: Can I claim meal per diem if I find the conference meals unhealthy or insufficient?

A: Generally no; an exception can be given if written justification is provided and approved by the General Manager and the Chief Financial Officer.

Q: Can I claim meal per diem if the event only provides hors d’oeuvres/appetizers during a reception and not a complete meal?

A: The *per diem* can be requested only if the employee certifies in writing that only drinks and hors d’oeuvres/appetizers were provided.

Q: When traveling between cities, and the employee has a meal during transit through an airport, what per diem rate should be used?

A: The employee should use the destination city’s *per diem* rate.

Q: *Is alcohol and/or corkage expense reimbursable?*

A: No, alcohol/corkage reimbursement is not allowed.

Q: *Can the employee or traveler be reimbursed for meals if travel is for required training?*

A: Yes, as long as the travel is overnight and the Chief Financial Officer has pre-approved the exception.

Q: *For foreign travel, what if a location is not listed for per diem under the country to which the employee is traveling?*

A: Any location not listed for *per diem* under a country takes the "Other" rate GSA administers and publishes for that country. An unlisted suburb of a listed location takes the "Other" rate, not that of the location of which it is a suburb.

Q: *What is the BAUASI's policy for reimbursing internet, fax and phone calls for business?*

A: Employees or travelers will be reimbursed for reasonable usage. Business purpose and justification of need must be documented and original receipts provided. Identify all business calls, faxes, etc. on the hotel bill.

Q: *Can I combine personal travel with official business (i.e. personal travel before/after/or in between business trips)?*

A: An employee or traveler may combine personal travel with business travel when pre-approved in writing by the Chief Financial Officer. The BAUASI is responsible only for the official business portion of the trip. When travel on business is extended for personal reasons, before, in between, and/or after official business travel, no personal expenses can be included on the travel expense voucher claim form. The employee or traveler must obtain a quote from an approved vendor of the fiscal agent showing the cost of roundtrip ticket for most economical and direct travel to/from the business destination for the dates of official business. This quote will be used for comparison and reimbursement purposes. Employee or traveler must pay for the personal portion of the airfare expense. When combining personal travel with official business travel, there is no reimbursement for lodging, meal *per diem*, or any other expense incurred before/in between/after the conference/official business starts /concludes.

Q: *Is the \$5 incidental per diem given on travel days?*

A: Yes, incidental *per diem* is allowed for travel as long as the trip is overnight and pre-approved as an exception by the Chief Financial Officer.

Q: *What is the guideline for giving tips?*

A: For tips not covered by the GSA incidentals *per diem*, the amount should generally be 15%.

Q: *What does incidental expense per diem include?*

A: It includes: transportation between places of lodging or business and places where meals are taken, if suitable meals cannot be obtained within walking distance of the conference/training site or hotel; fees and tips given to porters, baggage carriers, bellhops, hotel maids and stewards; mailing costs associated with filing travel vouchers.

***Q:** When on foreign travel for official business, what does the M&IE incidental cover?*

A: Separate amounts are established for lodging and meals plus incidental travel expenses (M&IE). The maximum lodging amount is intended to substantially cover the cost of lodging at adequate, suitable and moderately-priced facilities. The M&IE portion is intended to substantially cover the cost of meals and incidental travel expenses such as laundry and dry cleaning.

***Q:** For international business travel, are passports and visas reimbursable expenses?*

A: Visas are reimbursed with original receipt. Passport expenses are not reimbursable.

***Q:** What documentation do I need to provide for currency conversion when foreign/ international travel for official business?*

A: International travel expenses must be converted to U.S. dollars. Conversion rate should be calculated for the date the expense was incurred. Include proof of the currency exchange rate. Proof can be in the form of (1) receipts obtained by the employee during travel or (2) a copy of the employee's credit card statement showing the travel expense or (3) a print out from the OANDA.com website or other conversion website using the date shown on the receipt(s).

***Q:** If an employee or traveler pays for conference registration in advance can they be reimbursed before the conference date?*

A: No, all employee reimbursements should be approved after the conference has completed.

***Q:** Am I required to provide printouts from an online map service such as Google Maps or MapQuest to be reimbursed for mileage?*

A: No, either an odometer reading, or a printout from an automated mapping program are acceptable by the Grant Management Unit, as long as the mileage is reasonable.