Amendment Memo

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

Effective date: 09/27/2024



FEMA has made an amendment to your award: EMW-2023-CA-05406. The change to your grant was reviewed and is hereby approved as specified below. All other terms and conditions of the grant remain unchanged.

Budget or scope amendment

FEMA has amended the budget or scope of work of your award. Please view the full budget or scope of work within the Award Summary below, including justifications for differences between the approved costs and scope of work in this amendment and the previously approved costs and scope of work.

Project

Cost share change: Yes

Budget change:

Object Class	Previous total	Adjusted total
Personnel	\$629,773.00	\$629,773.00
Fringe benefits	\$378,892.00	\$378,892.00
Travel	\$60,000.00	\$60,000.00
Equipment	\$33,000.00	\$178,372.00
Supplies	\$38,083.00	\$38,083.00
Contractual	\$194,208.00	\$194,208.00
Construction	\$0.00	\$0.00
Other	\$104,500.00	\$104,500.00
Indirect charges	\$0.00	\$0.00
Federal	\$1,438,456.00	\$1,583,828.00
Non-federal	\$0.00	\$0.00
Total	\$1,438,456.00	\$1,583,828.00

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Terms and conditions amendment(s)

FEMA has reviewed the terms and conditions of your award.

The following terms and conditions have been added to your award:

Article 53 FY24 Supplemental funding for the FY23 Award

FEMA is adding Fiscal Year (FY) 2024 funding as a supplement to your FY 2023 award, which is indicated in the obligating document of this amended award package. These supplemental funds may only be used for expenses incurred on/after October 1, 2023 (i.e., they cannot be used to cover expenses incurred before the federal FY 2024). These supplemental funds can be used for expenses incurred through the end of your FY 2023 award period of performance.

Your amended award package is included below. The amended award package incorporates changes approved in this amendment as well as any previously approved amendments.

Award Letter

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

FEMA

Effective date: 09/27/2024

Michael Staley CITY OF RIVERSIDE 3900 MAIN STREET 6TH FL RIVERSIDE, CA 92522

EMW-2023-CA-05406

Dear Michael Staley,



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

- · Award Summary included in this document
- Agreement Articles included in this document
- · Obligating Document included in this document
- FY 2023 National Urban Search & Rescue (US&R) Response System Readiness Cooperative Agreement Notice of Funding Opportunity

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

Sincerely,

PAMELA WILLIAMS

Pls. Will

Assistant Administrator, Grant Programs

Region 4

Award Summary

Program: Fiscal Year 2023 Urban Search and Rescue

Recipient: CITY OF RIVERSIDE UEI-EFT: JYMYYKJ3MN56 DUNS number: 040502114

Award number: EMW-2023-CA-05406

Summary description of award

The purpose of this award is to provide funding to ensure the sustainment and readiness of the 28 task forces that make up the National Urban Search and Rescue (US&R) Response System (the System).

Amount awarded table

The amount of the award is detailed in the attached Obligating Document for Award.

The following are the budgeted estimates for object classes for this amended award (including Federal share plus your cost share, if applicable):

Object Class	Total
Personnel	\$629,773.00
Fringe benefits	\$378,892.00
Travel	\$60,000.00
Equipment	\$178,372.00
Supplies	\$38,083.00
Contractual	\$194,208.00
Construction	\$0.00
Other	\$104,500.00
Indirect charges	\$0.00
Federal	\$1,583,828.00
Non-federal	\$0.00
Total	\$1,583,828.00
Program Income	\$0.00

Approved scope of work

FEMA has approved the below scope of work. Differences between the approved scope of work in this amendment and the previously approved scope of work are justified below. You must submit scope or budget revision requests for FEMA's prior approval, via an amendment request, as appropriate per 2 C.F.R. § 200.308 and the FY2023 US&R NOFO.

Approved request details:

Project

Personnel

DESCRIPTION

Michael Staley is the Program Manager and is a Fire Battalion Chief (D) Step 5 at \$106.52 per/hr., which is within the MOU agreement with the City of Riverside Fire Department. Day employees work 2080 hours annually, the fringe benefit rate (FBR), which includes educational bonuses, calculated at 80.32. (See section 12 for additional comments) Joshua Tronaas is the Logistical Manager and is a Fire Captain (D) at Step 5 at \$76.60, which is within the MOU agreement with the City of Riverside. Day employees work 2080 hours annually and fringe benefits rate, which includes educational bonuses is calculated at 41.18. (See section 12 for additional comments)Michael Avila is the Grant Manager and is a Management Analyst (D) Step 1 at \$34.15 per/hr., which is within the MOU agreement with the City of Riverside Fire Department. Day employees work 2080 hours annually, the fringe benefit rate (FBR), which includes educational bonuses, calculated at 19.14. (See section 12 for additional comments) Alfredo Ramirez is the Inventory Specialist (D) Step 3 at \$26.86 per/hr., which is within the MOU agreement with the City of Riverside Fire Department. Day employees work 2080 hours annually, the fringe benefit rate (FBR), which includes educational bonuses, calculated at 8.2. (See section 12 for additional comments)

	QUANTITY	UNIT PRICE	TOTAL	BUDGET CLASS
Cost 1	1	\$107,987.00	\$107,987.00	Personnel

Fringe benefits

DESCRIPTION

Michael Staley is the Program Manager and is a Fire Battalion Chief (D) Step 5 at \$106.52 per/hr., which is within the MOU agreement with the City of Riverside Fire Department. Day employees work 2080 hours annually, the fringe benefit rate (FBR), which includes educational bonuses, calculated at 80.32. (See section 12 for additional comments) Joshua Tronaas is the Logistical Manager and is a Fire Captain (D) at Step 5 at \$76.60, which is within the MOU agreement with the City of Riverside. Day employees work 2080 hours annually and fringe benefits rate, which includes educational bonuses is calculated at 41.18. (See section 12 for additional comments)Michael Avila is the Grant Manager and is a Management Analyst (D) Step 1 at \$34.15 per/hr., which is within the MOU agreement with the City of Riverside Fire Department. Day employees work 2080 hours annually, the fringe benefit rate (FBR), which includes educational bonuses, calculated at 19.14. (See section 12 for additional comments) Alfredo Ramirez is the Inventory Specialist (D) Step 3 at \$26.86 per/hr., which is within the MOU agreement with the City of Riverside Fire Department. Day employees work 2080 hours annually, the fringe benefit rate (FBR), which includes educational bonuses, calculated at 8.2. (See section 12 for additional comments)

	QUANTITY	UNIT PRICE	TOTAL	BUDGET CLASS
Cost 1	1	\$69,305.00	\$69,305.00	Fringe benefits

Other

DESCRIPTION

Canine Search Specialist Instructor Led Training will be hosted at CA-TF6 within the Period of Performance of this cooperative agreement. Canine Search Team Canine Evaluation Live Find will be hosted at CA-TF6 within the Period of Performance of this cooperative agreement. California Task Force 6 Canine Handlers receive an annual canine stipend of \$4,000.00.

	QUANTITY	UNIT PRICE	TOTAL	BUDGET CLASS
Cost 1	1	\$87,500.00	\$87,500.00	Other

Travel

DESCRIPTION

The cost includes \$500 for airfare, \$500 for hotel, \$500 for rental, and \$500 for per diem average on each item. Flights are booked at economy, hotels are booked at per diem, and all travelers adhere to the City of Riverside policy on meals \$17 breakfast, \$18 lunch, \$34 dinner.

	QUANTITY	UNIT PRICE	TOTAL	BUDGET CLASS
Cost 1	1	\$23,000.00	\$23,000.00	Travel

Project

Supplies

DESCRIPTION

In the area below, provide an approximate listing of necessary supplies. Supply items/costs that should be listed are items other then what the equipment definition states as follows: The general definition of "Equipment" out of the CFR is: "Equipment" means an article of nonexpendable, tangible personal property having a useful life of more than one year and an acquisition cost which equals or exceeds the lesser of the capitalization level established by the governmental unit for financial statement purposes, or \$5000. However, due to the dynamic program, the requirements for these items (within the amount approved at time of award for this object class) may change. Any changes to the listed items will be reflected in the Performance Reports, including the reason for the change(s) noted.

	QUANTITY	UNIT PRICE	TOTAL	BUDGET CLASS
Cost 1	1	\$24,083.00	\$24,083.00	Supplies

Equipmen	it				
DESCRIPTION Adding FY24	I Supplemental funding to	the FY23 Award			
Cost 1	QUANTITY 1	UNIT PRICE \$145,372.00	TOTAL \$145,372.00	BUDGET CLASS Equipment	
CHANGE FROM APPLICATION Item created					
JUSTIFICATION Adding FY24 Supplemental funding to the FY23 Award					

Project

Contractual

DESCRIPTION

We have approximately 60 people that will require physicals during this period of performance. Some are new members and others need to maintain their deployable status. An average US&R physical is \$290, which consists of: Complete physical, vaccine updates if needed, blood count workup, pulmonary function test, compete metabolic panel, EKG, chest x-rays and TB test. Other contractual and service obligations for CA-TF6 and the IST-A cache, which include but are not limited to cell phone, office telephones, satellite phones/handhelds, satellite data systems, task force data base and medical equipment servicing. These contracts for phones and satellite systems maintains compliance with Appendix A - Statement of Work, Section VIII.C.4. (See section 12 for additional)

	QUANTITY	UNIT PRICE	TOTAL	BUDGET CLASS
Cost 1	1	\$83,808.00	\$83,808.00	Contractual

Personnel

DESCRIPTION

Michael Staley is the Program Manager and is a Fire Battalion Chief (D) Step 5 at \$106.52 per/hr., which is within the MOU agreement with the City of Riverside Fire Department. Day employees work 2080 hours annually, the fringe benefit rate (FBR), which includes educational bonuses, calculated at 80.32. (See section 12 for additional comments) Joshua Tronaas is the Logistical Manager and is a Fire Captain (D) at Step 5 at \$76.60, which is within the MOU agreement with the City of Riverside. Day employees work 2080 hours annually and fringe benefits rate, which includes educational bonuses is calculated at 41.18. (See section 12 for additional comments) Michael Avila is the Grant Manager and is a Management Analyst (D) Step 1 at \$34.15 per/hr., which is within the MOU agreement with the City of Riverside Fire Department. Day employees work 2080 hours annually, the fringe benefit rate (FBR), which includes educational bonuses, calculated at 19.14. (See section 12 for additional comments) Alfredo Ramirez is the Inventory Specialist (D) Step 3 at \$26.86 per/hr., which is within the MOU agreement with the City of Riverside Fire Department. Day employees work 2080 hours annually, the fringe benefit rate (FBR), which includes educational bonuses, calculated at 8.2. (See section 12 for additional comments)

	QUANTITY	UNIT PRICE	TOTAL	BUDGET CLASS
Cost 1	1	\$507,786.00	\$507,786.00	Personnel

Fringe benefits

DESCRIPTION

Michael Staley is the Program Manager and is a Fire Battalion Chief (D) Step 5 at \$106.52 per/hr., which is within the MOU agreement with the City of Riverside Fire Department. Day employees work 2080 hours annually, the fringe benefit rate (FBR), which includes educational bonuses, calculated at 80.32. (See section 12 for additional comments) Joshua Tronaas is the Logistical Manager and is a Fire Captain (D) at Step 5 at \$76.60, which is within the MOU agreement with the City of Riverside. Day employees work 2080 hours annually and fringe benefits rate, which includes educational bonuses is calculated at 41.18. (See section 12 for additional comments) Michael Avila is the Grant Manager and is a Management Analyst (D) Step 1 at \$34.15 per/hr., which is within the MOU agreement with the City of Riverside Fire Department. Day employees work 2080 hours annually, the fringe benefit rate (FBR), which includes educational bonuses, calculated at 19.14. (See section 12 for additional comments) Alfredo Ramirez is the Inventory Specialist (D) Step 3 at \$26.86 per/hr., which is within the MOU agreement with the City of Riverside Fire Department. Day employees work 2080 hours annually, the fringe benefit rate (FBR), which includes educational bonuses, calculated at 8.2. (See section 12 for additional comments)

	QUANTITY	UNIT PRICE	TOTAL	BUDGET CLASS
Cost 1	1	\$309,587.00	\$309,587.00	Fringe benefits

Equipment

DESCRIPTION

Laptops, towers, monitors, and cell phones under \$5,000 for recapitalization or new purchase.

	QUANTITY	UNIT PRICE	TOTAL	BUDGET CLASS
Cost 1	1	\$3,000.00	\$3,000.00	Equipment

Supplies

DESCRIPTION

General office supplies include pens, paper, toner and printer cartridges and other misc. supplies used to run the US&R day-to-day operations. This is not meant to be all inclusive. Purchase of additional software or computers may be needed as an upgrade to assist with day-to-day operations.

	QUANTITY	UNIT PRICE	TOTAL	BUDGET CLASS
Cost 1	1	\$2,000.00	\$2,000.00	Supplies

Travel

DESCRIPTION

The cost includes \$500 for airfare, \$500 for hotel, \$500 for rental, and \$500 for per diem average on each item. Flights are booked at economy, hotels are booked at per diem, and all travelers adhere to the City of Riverside policy on meals \$17 breakfast, \$18 lunch, \$34 dinner.

	QUANTITY	UNIT PRICE	TOTAL	BUDGET CLASS
Cost 1	1	\$37,000.00	\$37,000.00	Travel

Project

Equipment

DESCRIPTION

Cache equipment maintenance general includes but not inclusive to: manufacturer's recommended maintenance and repair to US&R equipment, maintenance and repair of equipment as approved by FEMA, vehicles tires and expired equipment to keep equipment in an immediate state of readiness. Vehicle maintenance includes repairs to US&R vehicles, scheduled maintenance (oil changes, yearly maintenance) and fuel. As our vehicles age, additional maintenance is required to keep them in good working order and at a constant state of readiness.

	QUANTITY	UNIT PRICE	TOTAL	BUDGET CLASS
Cost 1	1	\$30,000.00	\$30,000.00	Equipment

Personnel

DESCRIPTION

Cache equipment maintenance general includes but not inclusive to: manufacturer's recommended maintenance and repair to US&R equipment, maintenance and repair of equipment as approved by FEMA, vehicles tires and expired equipment to keep equipment in an immediate state of readiness. Vehicle maintenance includes repairs to US&R vehicles, scheduled maintenance (oil changes, yearly maintenance) and fuel. As our vehicles age, additional maintenance is required to keep them in good working order and at a constant state of readiness.

	QUANTITY	UNIT PRICE	TOTAL	BUDGET CLASS
Cost 1	1	\$14,000.00	\$14,000.00	Personnel

Supplies

DESCRIPTION

Warehouse General Supplies include bathroom, breakroom, and cleaning supplies. Warehouse General Supplies also includes any consumable items needed for warehouse maintenance and management of cache. This would include towels, cleaners, rags, and detergents.

	QUANTITY	UNIT PRICE	TOTAL	BUDGET CLASS
Cost 1	1	\$12,000.00	\$12,000.00	Supplies

Contractual

DESCRIPTION

Our warehouse is owned by the City of Riverside, which is 17,000 sq.ft. The city is charging \$7083.33 per month for the use of the facility. This equals \$.4167 per/sq. Cost comparisons of a warehouse of this size range from \$6000 to \$17000 per month. The city has a history of charging other city departments for the lease of city owned buildings. Utilities include water and electric for the US&R warehouse and office area. The Task Force uses 4 full bays, which there is a total of 6. - Cost per/bay – \$1,180.67 - Cost for TF equipment – \$4,722.68 - Total Cost for TF - \$56,672.16

	QUANTITY	UNIT PRICE	TOTAL	BUDGET CLASS
Cost 1	1	\$110,400.00	\$110,400.00	Contractual

Other

DESCRIPTION

General purchase and replacement of items within the IST-A cache. This could include but is not limited to MRE's, personal protective equipment, expired / expiring items, expendables and repair of items within the cache. IST Class A Driver Training and drivetime for engine and other preventative maintenance.

	QUANTITY	UNIT PRICE	TOTAL	BUDGET CLASS
Cost 1	1	\$17,000.00	\$17,000.00	Other

Agreement Articles

Program: Fiscal Year 2023 Urban Search and Rescue

Recipient: CITY OF RIVERSIDE UEI-EFT: JYMYYKJ3MN56 DUNS number: 040502114

Award number: EMW-2023-CA-05406

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

Article 2 General Acknowledgements and Assurances All recipients, subrecipients, successors, transferees, and assignees must acknowledge and agree to comply with applicable provisions governing DHS access to records, accounts, documents. information, facilities, and staff, I. Recipients must cooperate with any DHS compliance reviews or compliance investigations conducted by DHS. II. Recipients must give DHS access to examine and copy records, accounts, and other documents and sources of information related to the federal financial assistance award and permit access to facilities or personnel. III. Recipients must submit timely, complete, and accurate reports to the appropriate DHS officials and maintain appropriate backup documentation to support the reports. IV. Recipients must comply with all other special reporting, data collection, and evaluation requirements, as prescribed by law, or detailed in program guidance. V. Recipients (as defined in 2 C.F.R. Part 200 and including recipients acting as passthrough entities) of federal financial assistance from DHS or one of its awarding component agencies must complete the DHS Civil Rights Evaluation Tool within thirty (30) days of receipt of the Notice of Award for the first award under which this term applies. Recipients of multiple awards of DHS financial assistance should only submit one completed tool for their organization, not per award. After the initial submission, recipients are required to complete the tool once every two (2) years if they have an active award, not every time an award is made. Recipients should submit the completed tool, including supporting materials, to CivilRightsEvaluation@hq.dhs.gov. This tool clarifies the civil rights obligations and related reporting requirements contained in the DHS Standard Terms and Conditions. Subrecipients are not required to complete and submit this tool to DHS. The evaluation tool can be found at https://www.dhs.gov/publication/dhs-civil-rightsevaluation-tool. DHS Civil Rights Evaluation Tool | Homeland Security. The DHS Office for Civil Rights and Civil Liberties will consider, in its discretion, granting an extension if the recipient identifies steps and a timeline for completing the tool. Recipients should request extensions by emailing the request to CivilRightsEvaluation@hq.dhs.gov prior to expiration of the 30-day deadline.

- Article 3 Acknowledgement of Federal Funding from DHS Recipients must acknowledge their use of federal funding when issuing statements, press releases, requests for proposal, bid invitations, and other documents describing projects or programs funded in whole or in part with federal funds.
- Article 4 Activities Conducted Abroad Recipients must ensure that project activities performed outside the United States are coordinated as necessary with appropriate government authorities and that appropriate licenses, permits, or approvals are obtained.

Article 5

Age Discrimination Act of 1975 Recipients must comply with the requirements of the Age Discrimination Act of 1975, Public Law 94-135 (1975) (codified as amended at Title 42, U.S. Code, § 6101 et seq.), which prohibits discrimination on the basis of age in any program or activity receiving federal financial assistance.

Article 6

Americans with Disabilities Act of 1990 Recipients must comply with the requirements of Titles I, II, and III of the Americans with Disabilities Act, Pub. L. 101-336 (1990) (codified as amended at 42 U.S.C. §§ 12101–12213), which prohibits recipients from discriminating on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities.

Article 7

Best Practices for Collection and Use of Personally Identifiable Information
Recipients who collect personally identifiable information (PII) are required to have a
publicly available privacy policy that describes standards on the usage and maintenance
of the PII they collect. DHS defines PII as any information that permits the identity of an
individual to be directly or indirectly inferred, including any information that is linked or
linkable to that individual. Recipients may also find the DHS Privacy Impact Assessments:
Privacy Guidance and Privacy Template as useful resources respectively.

Article 8

Civil Rights Act of 1964 – Title VI Recipients must comply with the requirements of Title VI of the Civil Rights Act of 1964 (codified as amended at 42 U.S.C. § 2000d et seq.), which provides that no person in the United States will, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance. DHS implementing regulations for the Act are found at 6 C.F.R. Part 21 and 44 C.F.R. Part 7.

Article 9

Civil Rights Act of 1968 Recipients must comply with Title VIII of the Civil Rights Act of 1968, Pub. L. 90-284, as amended through Pub. L. 113-4, which prohibits recipients from discriminating in the sale, rental, financing, and advertising of dwellings, or in the provision of services in connection therewith, on the basis of race, color, national origin, religion, disability, familial status, and sex (see 42 U.S.C. § 3601 et seq.), as implemented by the U.S. Department of Housing and Urban Development at 24 C.F.R. Part 100. The prohibition on disability discrimination includes the requirement that new multifamily housing with four or more dwelling units—i.e., the public and common use areas and individual apartment units (all units in buildings with elevators and ground-floor units in buildings without elevators)—be designed and constructed with certain accessible features. (See 24 C.F.R. Part 100, Subpart D.)

Article 10

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

Article 11

Debarment and Suspension Recipients are subject to the non-procurement debarment and suspension regulations implementing Executive Orders (E.O.) 12549 and 12689, which are at 2 C.F.R. Part 180 as adopted by DHS at 2 C.F.R. Part 3002. These regulations restrict federal financial assistance awards, subawards, and contracts with certain parties that are debarred, suspended, or otherwise excluded from or ineligible for participation in federal assistance programs or activities.

- Article 12 Drug-Free Workplace Regulations Recipients must comply with drug-free workplace requirements in Subpart B (or Subpart C, if the recipient is an individual) of 2 C.F.R. Part 3001, which adopts the Government-wide implementation (2 C.F.R. Part 182) of Sec. 5152-5158 of the Drug-Free Workplace Act of 1988 (41 U.S.C. §§ 8101-8106).
- Article 13 Duplication of Benefits Any cost allocable to a particular federal financial assistance award provided for in 2 C.F.R. Part 200, Subpart E may not be charged to other federal financial assistance awards to overcome fund deficiencies; to avoid restrictions imposed by federal statutes, regulations, or federal financial assistance award terms and conditions; or for other reasons. However, these prohibitions would not preclude recipients from shifting costs that are allowable under two or more awards in accordance with existing federal statutes, regulations, or the federal financial assistance award terms and conditions may not be charged to other federal financial assistance awards to overcome fund deficiencies; to avoid restrictions imposed by federal statutes, regulations, or federal financial assistance award terms and conditions; or for other reasons.
- Article 14 Education Amendments of 1972 (Equal Opportunity in Education Act) Title IX
 Recipients must comply with the requirements of Title IX of the Education Amendments of
 1972, Pub. L. 92-318 (1972) (codified as amended at 20 U.S.C. § 1681 et seq.), which
 provide that no person in the United States will, on the basis of sex, be excluded from
 participation in, be denied the benefits of, or be subjected to discrimination under any
 educational program or activity receiving federal financial assistance. DHS implementing
 regulations are codified at 6 C.F.R. Part 17 and 44 C.F.R. Part 19.
- Article 15

 E.O. 14074 Advancing Effective, Accountable Policing and Criminal Justice
 Practices to Enhance Public Trust and Public Safety Recipient State, Tribal, local,
 or territorial law enforcement agencies must comply with the requirements of section 12(c)
 of E.O. 14074. Recipient State, Tribal, local, or territorial law enforcement agencies are
 also encouraged to adopt and enforce policies consistent with E.O. 14074 to support safe
 and effective policing.
- Article 16 Energy Policy and Conservation Act Recipients must comply with the requirements of the Energy Policy and Conservation Act, Pub. L. 94- 163 (1975) (codified as amended at 42 U.S.C. § 6201 et seq.), which contain policies relating to energy efficiency that are defined in the state energy conservation plan issued in compliance with this Act.
- Article 17 False Claims Act and Program Fraud Civil Remedies Recipients must comply with the requirements of the False Claims Act, 31 U.S.C. §§3729- 3733, which prohibit the submission of false or fraudulent claims for payment to the Federal Government. (See 31 U.S.C. §§ 3801-3812, which details the administrative remedies for false claims and statements made.)
- Article 18 Federal Debt Status All recipients are required to be non-delinquent in their repayment of any federal debt. Examples of relevant debt include delinquent payroll and other taxes, audit disallowances, and benefit overpayments. (See OMB Circular A-129.)

Article 19 Federal Leadership on Reducing Text Messaging while Driving Recipients are encouraged to adopt and enforce policies that ban text messaging while driving as described in E.O. 13513, including conducting initiatives described in Section 3(a) of the Order when on official government business or when performing any work for or on behalf of the Federal Government.

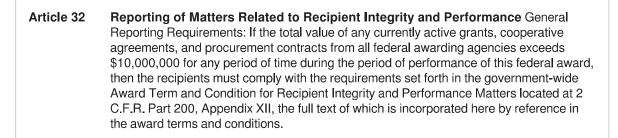
- Fly America Act of 1974 Recipients must comply with Preference for U.S. Flag Air Carriers (air carriers holding certificates under 49 U.S.C.) for international air transportation of people and property to the extent that such service is available, in accordance with the International Air Transportation Fair Competitive Practices Act of 1974, 49 U.S.C. § 40118, and the interpretative guidelines issued by the Comptroller General of the United States in the March 31, 1981, amendment to Comptroller General Decision B-138942.
- Article 21 Hotel and Motel Fire Safety Act of 1990 Recipients must ensure that all conference, meeting, convention, or training space funded in whole or in part with federal funds complies with the fire prevention and control guidelines of Section 6 of the Hotel and Motel Fire Safety Act of 1990, 15 U.S.C. § 2225a
- Article 22 John S. McCain National Defense Authorization Act of Fiscal Year 2019
 Recipients, subrecipients, and their contractors and subcontractors are subject to the prohibitions described in section 889 of the John S. McCain National Defense Authorization Act for Fiscal Year 2019, Pub. L. No. 115-232 (2018) and 2 C.F.R. §§ 200.216, 200.327, 200.471, and Appendix II to 2 C.F.R. Part 200. Beginning August 13, 2020, the statute as it applies to DHS recipients, subrecipients, and their contractors and subcontractors prohibits obligating or expending federal award funds on certain telecommunications and video surveillance products and contracting with certain entities for national security reasons
- Article 23 Limited English Proficiency (Civil Rights Act of 1964, Title VI) Recipients must comply with Title VI of the Civil Rights Act of 1964, (42 U.S.C. § 2000d et seq.) prohibition against discrimination on the basis of national origin, which requires that recipients of federal financial assistance take reasonable steps to provide meaningful access to persons with limited English proficiency (LEP) to their programs and services. For additional assistance and information regarding language access obligations, please refer to the DHS Recipient Guidance: https://www.dhs.gov/guidance-published-help-department-supported-organizations-provide-meaningful-access-people-limited and additional resources on http://www.lep.gov.
- Article 24 Lobbying Prohibitions Recipients must comply with 31 U.S.C. § 1352, which provides that none of the funds provided under a federal financial assistance award may be expended by the recipient to pay any person to influence, or attempt to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with any federal action related to a federal award or contract, including any extension, continuation, renewal, amendment, or modification.

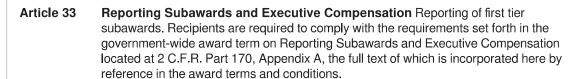
Article 25

National Environmental Policy Act Recipients must comply with the requirements of the National Environmental Policy Act of 1969, (NEPA) Pub. L. 91-190 (1970) (codified as amended at 42 U.S.C. § 4321 et seq. and the Council on Environmental Quality (CEQ) Regulations for Implementing the Procedural Provisions of NEPA, which require recipients to use all practicable means within their authority, and consistent with other essential considerations of national policy, to create and maintain conditions under which people and nature can exist in productive harmony and fulfill the social, economic, and other needs of present and future generations of Americans

Article 26 Nondiscrimination in Matters Pertaining to Faith-Based Organizations It is DHS policy to ensure the equal treatment of faith-based organizations in social service programs administered or supported by DHS or its component agencies, enabling those organizations to participate in providing important social services to beneficiaries. Recipients must comply with the equal treatment policies and requirements contained in 6 C.F.R. Part 19 and other applicable statues, regulations, and guidance governing the participations of faith- based organizations in individual DHS programs.

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





Article 34

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

Article 35 SAFECOM Recipients receiving federal financial assistance awards made under programs that provide emergency communication equipment and its related activities must comply with the SAFECOM Guidance for Emergency Communication Grants, including provisions on technical standards that ensure and enhance interoperable communications.

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

Article 42 **Environmental Planning and Historic Preservation (EHP) Review DHS/FEMA** funded activities that may require an Environmental Planning and Historic Preservation (EHP) review are subject to the FEMA EHP review process. This review does not address all federal, state, and local requirements. Acceptance of federal funding requires the recipient to comply with all federal, state and local laws. DHS/FEMA is required to consider the potential impacts to natural and cultural resources of all projects funded by DHS/FEMA grant funds, through its EHP review process, as mandated by: the National Environmental Policy Act; National Historic Preservation Act of 1966, as amended; National Flood Insurance Program regulations; and any other applicable laws and executive orders. General guidance for FEMA's EHP process is available on the DHS/FEMA Website at: https://www.fema.gov/grants/guidance-tools/environmentalhistoric. Specific applicant guidance on how to submit information for EHP review depends on the individual grant program and applicants should contact their grant Program Officer to be put into contact with EHP staff responsible for assisting their specific grant program. The EHP review process must be completed before funds are released to carry out the proposed project; otherwise, DHS/FEMA may not be able to fund the project due to noncompliance with EHP laws, executive orders, regulations, and policies. If ground disturbing activities occur during construction, applicant will monitor ground disturbance, and if any potential archaeological resources are discovered the applicant will immediately cease work in that area and notify the pass-through entity, if applicable, and DHS/FEMA.

- Article 43 Applicability of DHS Standard Terms and Conditions to Tribes The DHS Standard Terms and Conditions are a restatement of general requirements imposed upon recipients and flow down to sub-recipients as a matter of law, regulation, or executive order. If the requirement does not apply to Indian tribes or there is a federal law or regulation exempting its application to Indian tribes, then the acceptance by Tribes of, or acquiescence to, DHS Standard Terms and Conditions does not change or alter its inapplicability to an Indian tribe. The execution of grant documents is not intended to change, alter, amend, or impose additional liability or responsibility upon the Tribe where it does not already exist,
- Article 44 Acceptance of Post Award Changes In the event FEMA determines that an error in the award package has been made, or if an administrative change must be made to the award package, recipients will be notified of the change in writing. Once the notification has been made, any subsequent requests for funds will indicate recipient acceptance of the changes to the award. Please call FEMA Grant Management Operations at (866) 927-5646 or via e-mail to: ASK-GMD@fema.dhs.gov if you have any questions.
- Article 45 Disposition of Equipment Acquired Under the Federal Award For purposes of original or replacement equipment acquired under this award by a non-state recipient or non-state sub-recipients, when that equipment is no longer needed for the original project or program or for other activities currently or previously supported by a federal awarding agency, you must request instructions from FEMA to make proper disposition of the equipment pursuant to 2 C.F.R. section 200.313. State recipients and state sub-recipients must follow the disposition requirements in accordance with state laws and procedures.

Article 46

Prior Approval for Modification of Approved Budget Before making any change to the FEMA approved budget for this award, you must request prior written approval from FEMA where required by 2 C.F.R. section 200.308. For purposes of non-construction projects, FEMA is utilizing its discretion to impose an additional restriction under 2 C.F.R. section 200.308(f) regarding the transfer of funds among direct cost categories, programs, functions, or activities. Therefore, for awards with an approved budget where the federal share is greater than the simplified acquisition threshold (currently \$250,000), you may not transfer funds among direct cost categories, programs, functions, or activities without prior written approval from FEMA where the cumulative amount of such transfers exceeds or is expected to exceed ten percent (10%) of the total budget FEMA last approved. For purposes of awards that support both construction and nonconstruction work, FEMA is utilizing its discretion under 2 C.F.R. section 200.308(h)(5) to require the recipient to obtain prior written approval from FEMA before making any fund or budget transfers between the two types of work. You must report any deviations from your FEMA approved budget in the first Federal Financial Report (SF-425) you submit following any budget deviation, regardless of whether the budget deviation requires prior written approval.

Article 47

Indirect Cost Rate 2 C.F.R. section 200.211(b)(15) requires the terms of the award to include the indirect cost rate for the federal award. If applicable, the indirect cost rate for this award is stated in the budget documents or other materials approved by FEMA and included in the award file.

Article 48

Program Income Per 2 CFR section 200.307, recipients are encouraged to earn income to defray program costs where appropriate. Program income means gross income earned by the recipient that is directly generated by a supported activity or earned as a result of the Federal award during the period of performance except as provided in 2 CFR section 200.307 paragraph (f). Program income includes but is not limited to income from fees for services performed, the use or rental of real or personal property acquired under Federal awards, the sale of commodities or items fabricated under a Federal award, and principal and interest on loans made with Federal award funds. Interest earned on advances of Federal funds is not program income. Except as otherwise provided in Federal statutes, regulations, or the terms and conditions of the Federal award, program income does not include rebates, credits, discounts, and interest earned on any of them. When the recipient earns program income under this cooperative agreement, this program income must be added to the Federal award as described by 2 CFR section 200.307(e)(2)). The program income must be used for the purposes and under the conditions of the Federal award.

Article 49

Warehouse Leases Task force management is reminded you may only use cooperative agreement funds to pay for warehouse leases for a twelve-month consecutive period within the overall period of performance and that there is no guarantee of cooperative agreement funding in future years. See Section VI, Cooperative Agreement Funding at pages 3-4. Task forces may write contracts with an available fund's clause or option years for protection.

Article 50

Cooperative Agreement Program authority and responsibility under this cooperative agreement resides with FEMA and the recipient, consistent with the terms of the award, including the Notice of Funding Opportunity. FEMA will work with the recipient to review and refine work plans to ensure program goals and objectives can be effectively accomplished. The recipient and its subrecipients shall not develop or engage in the development of tasks not approved in recipient's application without post-award approval from the FEMA program office, and the issuance of a Grant Amendment from FEMA. FEMA will monitor the project on a continual basis by maintaining ongoing contact with the recipient and will provide input to the program's direction, in consultation with the recipient, as needed.

Article 51

Renovation and Modification Costs Except for minor renovations and modifications of existing warehouse facilities that do not change the footprint of the structure, construction and renovation costs are not allowed. Examples of permissible minor renovation and modification costs include but are not limited to office/storage space build-out reconfiguration, ceilings, loading docks/doors, lighting, HVAC, and security fencing. The National US&R Branch approval is required for reimbursement of renovation and modification costs. The purpose of allowing minor renovation and modification costs is to ensure the equipment cache is maintained as required under the National Urban Search and Rescue Response program. See 42 U.S.C. section 5165f(I)(2); 44 C.F.R. section 208.23(c)(4).

Article 52

Performance Goals The objective of the FY 2023 National Urban Search and Rescue (US&R) Response System (the System) is to provide funding for 28 national task forces staffed and equipped to assist State and local governments to conduct around-the-clock search-and-rescue operations following a Presidentially declared major disaster or emergency under the Stafford Act. FEMA will measure the effectiveness of the Cooperative Agreement program by comparing the input of federal resources used to sustain readiness of the System and local jurisdictions to respond and deploy to no-notice and notice events within the timeframes specified for each particular category of incident and locality upon having received a request from the Authority Having Jurisdiction. In addition, FEMA will evaluate whether the recipient's activities provided for the sustainment and readiness of the System and local jurisdiction in support of OHS Mission 5, Goal 5.1: Enhance National Readiness, which seeks to reduce the vulnerability of individuals and families and mitigate risks to communities. In order to measure performance, FEMA may request information throughout the period of performance and in response to the recipient's final performance report submitted at closeout.

Article 53

FY24 Supplemental funding for the FY23 Award FEMA is adding Fiscal Year (FY) 2024 funding as a supplement to your FY 2023 award, which is indicated in the obligating document of this amended award package. These supplemental funds may only be used for expenses incurred on/after October 1, 2023 (i.e., they cannot be used to cover expenses incurred before the federal FY 2024). These supplemental funds can be used for expenses incurred through the end of your FY 2023 award period of performance.

Obligating document

•			3. Recipien No. 956000769	4. Type of Action AMENDMENT	WX0	ontrol No 5195N20 7297N20)23T,
6. Recipient Name and Address CITY OF RIVERSIDE		Add Gra 500 Wa	ddress Firant Programs Directorate Figure 100 C Street, S.W. Figure 120528-7000 Figure 120528-7000 Figure 120528-7000		Addre FEMA Branch 500 C 723	8. Payment Office and Address FEMA, Financial Services Branch 500 C Street, S.W., Room 723 Washington DC, 20742	
9. Name of Recipient Project Officer Michael Staley		No 62	c. 16-	Coordinator No.		1-877-585-	
11. Effective Date of		nt	13. Assistance Arrangement COST SHARING	i	Period 09/01/2 08/31/2	026 t Period 023 to	

Program Name Abbreviation	Assistance Listing No.		Prior Total Award	Amount Awarded This Action + or (-)	Current Total Award	Cumulative Non-Federal Commitment
US&R	07.025	2023-OS- A392 - D60D-xxxx- 4101-D	\$1,438,456.00	\$0.00	\$1,438,456.00	See Totals
US&R	97.025	2024-OS- A392 - D60D-xxxx- 4101-D	\$0.00	\$145,372.00	\$145,372.00	See Totals
		Totals	\$1,438,456.00	\$145,372.00	\$1,583,828.00	\$0.00

b. To describe changes other than funding data or financial changes, attach schedule and check here:

N/A

16.FOR NON-DISASTER PROGRAMS: RECIPIENT IS REQUIRED TO SIGN AND RETURN THREE (3) COPIES OF THIS DOCUMENT TO FEMA (See Block 7 for address)

This field is not applicable for digitally signed grant agreements

17. RECIPIENT SIGNATORY OFFICIAL (Name and Title)

(Recipients are not required to sign and return copies of this document. However, recipients should print and keep a copy of this documents for their records.)

18. FEMA SIGNATORY OFFICIAL (Name and Title) PAMELA WILLIAMS, Assistant Administrator, Grant Programs Region

DATE 09/15/2023