

**MEMORANDUM OF UNDERSTANDING BETWEEN THE  
SAN MATEO COUNTY FLOOD AND SEA LEVEL RISE RESILIENCY DISTRICT  
AND THE CITY OF BURLINGAME FOR  
THE BURLINGAME SHORELINE PROTECTION PROJECT SCOPING FUNDED BY THE  
FY20 BUILDING RESILIENT INFRASTRUCTURE AND COMMUNITIES GRANT PROGRAM**

This Memorandum of Understanding (“MOU”) is entered into by and between the San Mateo County Flood and Sea Level Rise Resiliency District, an independent special district (“District”), and the City of Burlingame (“City”) (together, the “Parties” or singularly as “Party”), effective October 1, 2024 (“Effective Date”).

**Recitals**

**Whereas**, on December 3, 2020, the City, with staff support from the District, submitted a subapplication to California Governor’s Office of Emergency Services (“Cal OES”) for grant funding from the Building Resilient Infrastructure and Communities (“BRIC”) Program administered by the Federal Emergency Management Agency (“FEMA”) (“BRIC Grant”).

**Whereas**, the subapplication for the BRIC Grant was titled “BRIC 2020 Burlingame Shoreline Protection Project Scoping with Millbrae and SFO Airport” and proposed to complete the project scoping activities required to construct infrastructure in the Millbrae and Burlingame shoreline area to achieve coastal flood protection from the FEMA 100-year event with approximately six (6) feet of sea level rise, which activities are set forth in **Exhibit A** (“Scope of Work”) attached hereto and incorporated by this reference, and include project management, data collection and conceptual design, stakeholder and community outreach, feasibility-level alternatives analysis, and subapplication development (the “BRIC Project”).

**Whereas**, on April 23, 2024, the City received a Notification of Subapplication Approval, stating that FEMA had approved the subapplication for the BRIC Project in the amount of \$276,250 for project expenditures and \$23,750 in funding for subrecipient management expenditures, totaling \$300,000 of BRIC Grant funds, with a required \$200,000 local match.

**Whereas**, the BRIC Grant award has a Period of Performance (POP) of 36 months, starting on the date of the recipient’s federal award, April 23, 2024, and the Parties may coordinate with Cal OES to submit a request for a longer POP for FEMA review and approval; and

**Whereas**, the Notification of Subapplication Approval includes BRIC Grant Administration Procedures, a copy of which is attached hereto as **Exhibit B** and incorporated by this reference.

**Whereas**, in 2021, the District received a State budget allocation in the amount of \$8,000,000 administered by the State Coastal Conservancy, \$4,000,000 of which will be applied toward the District’s Millbrae and Burlingame Shoreline Resilience Project, which includes planning, design, and environmental review of a sea level rise and flood resilience project in the same Millbrae and Burlingame shoreline area as that covered by the BRIC Project.

**Whereas**, Cal OES and FEMA have approved the District’s request to satisfy the \$200,000 local match required for the BRIC Grant through in-kind services performed by the District in relation to the Millbrae and Burlingame Shoreline Resilience Project.

**Whereas**, this MOU is entered into pursuant to grant requirements of Cal OES and FEMA to clearly outline the Parties’ respective roles and responsibilities under the BRIC Grant.

**NOW, THEREFORE, THE PARTIES TO THIS MOU AGREE AS FOLLOWS:**

1. **Term.** This MOU is effective upon the Effective Date and shall remain in full force and effect until the Scope of Work is completed and accepted by FEMA ("Term"), unless either Party properly withdraws before such date as set forth below in Paragraph 3 (Withdrawal).
2. **Roles and Responsibilities of Parties.**
  - A. The District shall, in coordination with the City, implement the Project Scope of Work, as set forth in Exhibit A, and prepare all reporting, materials for any Scope of Work change request(s), materials for any performance period extension request(s), and closeout package materials required under the BRIC Grant Administration Procedures, as set forth in Exhibit B. If the District desires an appeal of any determination made by FEMA, the District shall prepare all such materials required under the BRIC Grant Administration Procedures.
  - B. The City shall, in coordination with the District, review, approve, and submit to Cal OES all reporting, closeout package materials, administrative documents, as well as any Scope of Work change request(s), performance period extension request(s), and appeal materials prepared by the District, and any other documents or materials required and/or as reasonably requested for submission by the District for the District's successful reimbursement under the BRIC Grant Administration Procedures, as set forth in Exhibit B.
3. **Withdrawal.** Any Party may withdraw from this MOU, with or without cause, at any time during the Term upon 30 days written notice to the other Party.
4. **Subaward**
  - A. The District understand that the funds provided by the BRIC Grant are a subaward of federal funds. This means that if the District expends more than \$750,000 in Federal awards during the fiscal year, the District agrees to submit to audit under the Single Audit Act and its implementing regulations at 2 CFR Part 200, Subpart F, and the requirements of the Office of Management and Budget OMB Circular A-133. This is not a research and development award.
  - B. The District agrees, upon request by City, to promptly (i) identify in writing any other federal awards/subawards it has received within the past three years and amounts thereof; (ii) provide copies of any audit reports, including Single Audit reports, within the past three years; (iii) identify its current management personnel and systems; and (iv) identify any approved federally recognized indirect cost rate negotiated with the Federal Government. Unless an approved federally recognized indirect cost rate applies, the *de minimis* indirect cost rate shall apply to the subaward.
  - C. The Parties agree to cooperate and assist each other with effective subrecipient monitoring to ensure compliance with all terms and conditions of the BRIC Grant and its reporting, monitoring, and recordkeeping requirements, including, without limitation, by making themselves available for and cooperating with audits and on-site reviews and timely completing applicable close-out requirements.
5. **Retention of Records; Right to Monitor and Audit.**
  - A. The Parties each agree to maintain records and financial documents for five (5) years after termination of this MOU and agree to cooperate with each other to provide or make available such records to any authorized Federal, State, or local oversight body.
  - B. The Parties agree to comply with all program and fiscal reporting requirements set forth by applicable Federal, State, and local agencies, including, without limitation, those set forth in the BRIC Grant Administration Procedures.

- C. Each Party agrees, upon reasonable notice, to provide the other Party, any Federal or State department having monitoring or review authority, and/or any of their respective audit agencies, access to and the right to examine all records and documents necessary to determine compliance with relevant Federal, State, and local statutes, rules, and regulations, to determine compliance with this MOU, and to evaluate the quality, appropriateness, and timeliness of services performed.
- D. In compliance with the Disaster Recovery Act of 2018, the Parties acknowledge and agree that no language in this MOU is intended to prohibit audits or internal reviews by the FEMA Administrator or the Comptroller General of the United States.
- E. The Parties agree to cooperate with each other to ensure compliance with FEMA and its implementing rules, regulations, reporting, and recordkeeping requirements.

**6. Suspension and Debarment**

- A. This MOU is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such, the Parties are required to verify that none of their principals (defined at 2 C.F.R. §180.995) or its affiliates (defined at 2 C.F.R. §180.905) are excluded (defined at 2 C.F.R. §180.940) or disqualified (defined at 2 C.F.R. §180.935).
- B. The Parties agree to comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, throughout the term of this MOU and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.
- C. This certification by each Party is a material representation of fact relied upon by the other Party. If it is later determined that the a Party did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.

**7. Procurement**

- A. **Procurement/Competitive Bids Process.** All contract/procurement transactions for the Project must be carried out in a manner consistent with financial administrative requirements found in Title 2 of the Code of Federal Regulations (2CFR) Part 200.
- B. **Procurement of Recovered Materials.** In the performance of this MOU, the Parties shall make maximum use of products containing recovered materials that are United States Environmental Protection Agency (“EPA”)-designated items unless the product cannot be acquired. Information about this requirement, along with the list of EPA- designated items, is available at EPA’s Comprehensive Procurement Guidelines web site, <https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program>. The Parties also agree to comply with all other applicable requirements of Section 6002 of the Solid Waste Disposal Act.

**8. Clean Air Act and Water Pollution Act Compliance**

- A. The Parties agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401, *et seq.* and the Federal Water Pollution Act, as amended 33 U.S.C. 1251, *et seq.*
- B. Each Party agrees to report each violation of the Clean Air Act and/or Federal Water Pollution Act to the other Party, which Party will, in turn, report each such violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.
- C. District agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FEMA.

9. **Compliance with the Contract Work Hours and Safety Standards Act**

- A. Overtime requirements.** No contractor or subcontractor contracting for any part of the work covered by this MOU which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.
- B. Violation; liability for unpaid wages; liquidated damages.** In the event of any violation of Section 10.A set forth above the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth above, in the sum of \$26 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by Section 9.A, above.
- C. Withholding for unpaid wages and liquidated damages.** Either Party shall, upon their own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth above in Section 9.B.
- D. Subcontracts.** The contractor or subcontractor shall insert in any subcontracts the clauses set forth in Section 9.A-D and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in Section 9.A-D.

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

The required certification shall state the following (see 44 C.F.R. Appendix A to Part 18):

**CERTIFICATION REGARDING LOBBYING**

**Certification for Contracts, Grants, Loans, and Cooperative Agreements**

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

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the

awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

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

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

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

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

\_\_\_\_\_  
Signature of Authorized Official

\_\_\_\_\_  
Name and Title of Authorized Official

\_\_\_\_\_  
Date

**11. General Provisions.**

**A. Indemnification.** Pursuant to Government Code Section 895.4, each Party agrees to fully indemnify, defend, and hold the other Party (including its appointed and elected officials, officers, employees, and agents) harmless and free from any damage or liability imposed for injury (as defined by Government Code Section 810.8) occurring by reason of the negligent acts or omissions or willful misconduct of the indemnifying Party, its appointed or elected officials, officers, employees, or agents, under or in connection with any work, authority, or jurisdiction delegated to such Party under this MOU. No Party, nor any appointed or elected official, officer, employee, or agent thereof, shall be responsible for any damage or liability occurring by reason of the negligent acts or omissions or willful misconduct of any other Party,

its appointed or elected officials, officers, employees, or agents, under or in connection, with any work, authority, or jurisdiction delegated to such other Party under this MOU.

- B. Amendments.** Either Party may request changes to this MOU. Any changes, modifications, revisions or amendments, which are mutually agreed upon by and between the Parties, shall be incorporated by written instrument, and effective when executed and signed by all Parties.
- C. Severability.** If any provision of this MOU is held to be invalid, void, or unenforceable, the validity, legality, or enforceability of the remaining portions hereof shall not in any way be affected or impaired thereby.
- D. Applicable Law.** The construction, interpretation and enforcement of this MOU shall be governed by the laws of the State of California. The courts of the State of California shall have jurisdiction over any action arising out of this MOU, with venue in San Mateo County.
- E. Notices.** Any notice, request, demand, or other communication required or permitted under this Agreement shall be deemed to be properly given when both: (a) transmitted via email to the email address listed below; and (b) sent to the physical address listed below by either being deposited in the United States mail, postage prepaid, or deposited for overnight delivery, charges prepaid, with an established overnight courier that provides a tracking number showing confirmation of receipt.

In the case of District, to:

Name/Title:	Chief Executive Officer or Authorized Representative
Address:	1700 South El Camino Real, Suite 502, San Mateo, CA 94402
Telephone:	650-844-8310
Email:	info@OneShoreline.org

In the case of City, to:

Name/Title:	City Manager, Finance Director, Financial Services Manager, or Authorized Representative
Address:	501 Primrose Road, Burlingame, CA 94010
Telephone:	650-558-7200
Email:	lgoldman@burlingame.org

- F. Entirety of Agreement.** This MOU, including Exhibit A, represents the entire and complete agreement among the Parties with respect to the subject matter hereof and supersedes any prior negotiations, representations and agreements, whether written or oral.
- G. Conflict of Interest.** Each Party shall avoid all conflicts of interest in the performance of this MOU and shall immediately notify the other Party should a conflict of interest arise that would prohibit or impair its ability to perform under this MOU.
- H. Disputes.** The Parties agree that, with regard to all disputes or disagreements arising under this MOU that are not resolved informally at the staff level after a good faith attempt, the Parties may, at their sole and mutual discretion, agree to engage in mediation, and the costs of any such mediation shall be divided equally among the Parties.
- I. Non-Discrimination.** The Parties will not discriminate, in any way, against any person based on sex, pregnancy, childbirth or related medical conditions, race, veteran status, religion, color, national origin or ancestry, physical or mental disability, medical condition, marital status, age,

gender (including gender identity and gender perception), sexual orientation, use of family medical leave, genetic testing, or any other basis protected by federal or state law. This policy shall apply to all employment practices.

**J. Counterparts.** This MOU may be executed in any number of counterparts, each of which, when executed and delivered, shall be deemed to be an original, and all of which, taken together, shall be deemed to be one and the same instrument.

**K. Electronic Signatures.** Electronic signatures may be used in place of original signatures on this MOU. Each Party intends to be bound by the signatures on the electronic document, is aware that the other Party will rely on the facsimile or electronic signatures, and hereby waives any defenses to the enforcement of the terms of this MOU based on the use of a facsimile or electronic signature.

**12. Signatures.** In witness whereof, the Parties, through their respective duly-authorized representatives, have executed this MOU on the dates set forth below, and certify that they have read, understood, and agreed to the terms and conditions of this MOU as set forth herein.

In witness of and in agreement with this Agreement's terms and conditions, the Parties, by their duly authorized representatives, affix their respective signatures:

**For City:**

\_\_\_\_\_  
City Authorized Representative      Name (Print)      Date

**For District:**

\_\_\_\_\_  
Len Materman      Date  
Chief Executive Officer

# Exhibit A. Scope of Work Submitted in BRIC Grant Subapplication

## Scope of Work: BRIC 2020 Burlingame Shoreline Protection Project Scoping with Millbrae and SFO Airport

Generally, the major tasks of this project scoping effort include:

- Identify and close the key data gaps necessary to begin engineering design, environmental clearances and construction;
- Develop conceptual alignment and design for project alternatives;
- Coordinate with public stakeholders and private partners to develop a plan for utilization of lands necessary for project construction;
- Create visuals to help stakeholders understand the project scope and to communicate the project's benefits and impacts;
- Refine and analyze alternatives, including cost estimates, and select preferred alternative; and
- Complete all steps necessary to begin a future FEMA BRIC mitigation project subapplication, including a benefit-cost analysis.

These activities define the scope as follows:

### **Task 1.0 – Project Management**

Project management, coordination, meetings, and progress reporting will be required throughout the project timeline, including developing any materials needed for quarterly technical advisory committee (TAC) and project management team (PMT) meetings.

### **Task 2.0 — Data Collection and Conceptual Design**

To complete the necessary tasks required to begin engineering design, environmental clearances and construction, several key gaps in data must be closed and a conceptual design must be developed. Efforts to collect needed data include:

- *Elevation Survey:* Comprehensive elevation surveys of existing flood protection facilities (e.g. canal berms and shoreline levees) and the surrounding marshland to fully understand the landscape and its vulnerabilities will be completed.
- *Land Survey:* A land survey to verify property ownership and boundaries in relation to the shoreline and creek reaches of interest will be completed.
- *Hydrologic and Hydraulic Studies:* Recent hydrologic and hydraulic studies of shoreline and creeks in the study area have focused on the impacts of water from the Bay and not the combination of Bay and fluvial events. Further hydrologic and hydraulic studies will be developed to incorporate fluvial and combined flooding effects into the current understanding of flood risk. These local studies will directly build upon an ongoing countywide assessment of combined flooding risk currently led by the San Mateo County Office of Sustainability. The shoreline regions of Burlingame and Millbrae will be one of the first pilot watersheds for the HEC-RAS 2-D modelling and the inundation extents resulting from the analysis will prioritize sites for further hydraulic review.
- *Geotechnical Data:* Geotechnical information along the Bay and creek channels, including the Highline and El Portal Canal embankments, must be verified to analyze



constructability and inform the design of infrastructure.

- *Data on Listed Species:* Data will be collected on the specific listed species that may be impacted by the construction, siting, or operation of proposed facilities.
- *Condition Assessment of the Highline Canal Tide Gate:* The Highline Canal Tide Gate appears to be a significant low point in elevation that is particularly vulnerable to shoreline flooding. An assessment of these tide gates would need to be conducted in order to determine the costs needed to raise these gates for future conditions.

After addressing these data gaps, the project team will have the foundational information needed to develop a conceptual alignment and design for project alternatives.

### **Task 3.0 — Stakeholder and Community Outreach**

Throughout the project scoping process, elected officials and staff of the cities and San Mateo County Flood and Sea Level Rise Resiliency District will coordinate with public agencies, private landowners, businesses, and community lifeline asset owners to develop a plan to utilize the lands necessary for the project, and, as much as possible, integrate features of proposed alternatives into the development of properties.

As part of this outreach effort, visuals will be developed to help stakeholders (residents, businesses, landowners, environmental regulatory agencies) understand the project and to communicate the project's benefits and impacts. Community workshops will also be hosted to share key project information and solicit feedback.

### **Task 4.0 — Feasibility-Level Alternatives Analysis and Cost Estimate**

The project team will leverage the improved body of information collected in Task 2 and the early input from outreach conducted in Task 3 to refine and analyze alternatives, including developing cost estimates, in order to select a preferred alternative that incorporates recreational amenities and nature-based solutions where possible.

### **Task 5.0 — Subapplication and BCA Development**

Key submission requirements for a future FEMA BRIC mitigation project subapplication will be completed, including a benefit-cost analysis (BCA), a work schedule with Go/No-Go milestones, information needed to comply with the National Environmental Policy Act (NEPA), property acquisition documentation, and any other required materials.

### **Supplemental Task — Subapplication Grant Management**

Grant administration support is needed to prepare regular invoices for submittal to the grant agency, as well as to conduct grant close-out activities.

# Exhibit B. BRIC Grant Administration Procedures

## HAZARD MITIGATION ASSISTANCE NOTIFICATION TO SUBRECIPIENT GRANT ADMINISTRATION PROCEDURES

### 1. PROCUREMENT/COMPETITIVE BIDS PROCESS

All contract/procurement transactions must be carried out in a manner consistent with financial administrative requirements found in Title 2 of the Code of Federal Regulations (2 CFR) Part 200.

### 2. ALLOWABLE COSTS AND REIMBURSEMENTS

Once the Federal Emergency Management Agency (FEMA) approves a total eligible activity cost and obligates funding, California Governor's Office of Emergency Services (Cal OES) can process reimbursement requests for eligible activities. Payments are made on a reimbursement basis and funds will be disbursed for activities that are consistent with the approved scope of work. Activity expenditures will be reimbursed according to the Federal Share/Non-Federal Share percentage specified in the FEMA obligation letter. Additionally, Cal OES will withhold retention of 10% from each reimbursement request. The retention amount will be released to the subrecipient upon completion of the closeout process.

Reimbursement requests must be submitted to Cal OES on a Hazard Mitigation Reimbursement Request Form. The form must be signed by the subrecipient's Designated Authorized Agent. Reimbursement Request Forms can be emailed to: [HMGraintsPayments@CalOES.ca.gov](mailto:HMGraintsPayments@CalOES.ca.gov).

Alternatively, Reimbursement Request Forms can be mailed to:

California Governor's Office of Emergency Services  
Attn: Recovery/Hazard Mitigation Grants Processing Unit  
3650 Schriever Avenue  
Mather, California 95655

Should the subrecipient be able to complete this work for less than the maximum allowable costs, the subrecipient will be reimbursed at 75% of the actual costs. Any remaining funds will be deobligated. If activity costs exceed the maximum allowable costs, the subrecipient will be reimbursed at 75% of the FEMA approved activity cost.

### 3. COST OVERRUNS (HMGP Only)

Cost over-runs can be considered if available funding exists in the declared disaster. Non-construction subaward adjustments of more than 10 % in any direct cost categories, where the awarding Agency's share exceeds \$100,000, require a revision request. All construction cost adjustments that lead to the need for additional funds, and any changes to access contingency funds and re-budget to another direct cost category, require a revision request.

Potential cost over-runs should be explained by the subrecipient in the quarterly progress reports and may be verified by activity inspection. All cost over-runs must be requested

before expenditure of costs in excess of the total approved activity costs, and the request must be signed by the subrecipient's Designated Authorized Agent. All cost over-runs must be justified by the subrecipient and supported by a benefit cost analysis (BCA) prepared using the FEMA BCA Toolkit, if BCA is applicable to the project type. Unjustified over-runs will be denied by Cal OES.

Consult your Cal OES Grants Specialist when a potential cost overrun is identified. There is no guarantee that HMGP funds will be available to cover cost over-runs.

#### **4. SCOPE OF WORK CHANGES**

Any requests for changes to the approved scope of work must be consistent with program guidance and regulations, be signed by the subrecipient's Designated Authorized Agent, and submitted to a Cal OES Grants Specialist. Pre-approval is required before the start of any activity not included in the approved scope of work. Costs associated with any activity that is not included in the approved scope of work are not eligible for reimbursement.

#### **5. QUARTERLY REPORT PROCEDURES**

Subrecipients are required to submit progress reports to Cal OES on a quarterly basis until the end of the approved performance period

The first Quarterly Report is due to Cal OES within 15 days of the end of the first quarter following the initial award. Quarterly Reports will thereafter be numbered consecutively by quarter and year (e.g. a 24 month project is required to submit 8 quarterly reports.) The following is the schedule for the Quarterly Reports:

First Reporting Period:	January 1 - March 31	Report due by April 15
Second Reporting Period:	April 1 - June 30	Report due by July 15
Third Reporting Period:	July 1 - September 30	Report due by October 15
Fourth Reporting Period:	October 1 - December 31	Report due by January 15

Quarterly Reports shall include, at a minimum:

- A. The status and completion date for the activity funded, including any problem or circumstances affecting the completion date, scope of work, or costs which are expected to result in noncompliance with the approved grant subaward conditions.
- B. A description of milestones completed in accordance with the work schedule provided by the subrecipient. The milestones declared in the subrecipient's work schedule will be applied as a standard of the activity's progress.

The State Hazard Mitigation Officer and HMA staff will review the reports and forward a report to the FEMA Regional Administrator on the status of each grant subaward.

Cal OES may suspend reimbursements to subrecipients who are not current in the submission of quarterly progress reports. Reimbursement requests received for suspended grant subawards will be returned to the subrecipient. Completed Quarterly Reports should be emailed to the Cal OES Grant Specialist.

Alternatively, Quarterly Reports must be sent to:

California Governor's Office of Emergency Services  
Attn: Hazard Mitigation Assistance Branch  
3650 Schriever Avenue  
Mather, California 95655

## **6. SITE VISITS**

Cal OES reserves the right to inspect all activities and review documentation for compliance. If site visits or documentation reveal problems in project performance, Cal OES shall require the subrecipient to correct the deficiencies before close-out.

## **7. PERFORMANCE PERIOD EXTENSIONS**

All performance period extension requests must include the dates and circumstances of all previous extensions on this activity, a detailed explanation for the delay, and a revised activity work schedule. All performance period extension requests must be submitted to Cal OES and signed by the subrecipient's Designated Authorized Agent. Any costs incurred outside of an approved performance period will not be considered eligible.

Extensions to the original performance period of up to twelve months may be granted by Cal OES upon written request from the subrecipient. If an extension is needed, a request must be submitted to Cal OES no less than 90 days prior to the end of the current approved performance period. Time extension requests received by Cal OES less than 90 days prior to the end of the current approved performance period may not be considered.

Extension requests must include:

- Verification that progress has been made as described in quarterly reports
- Reason(s) for delay
- Current status of the activity/activities
- Current POP termination date and new projected completion date
- Remaining available funds, both Federal and non-Federal
- Budget outlining how remaining Federal and non-Federal funds will be expended
- Plan for completion, including updated schedule

Cal OES will notify the subrecipient of FEMA's determination.

## **8. ADMINISTRATIVE DOCUMENTS**

The administrative documents included with this package must be completed, signed by an authorized representative of the subrecipient and received by Cal OES before any payments can be processed. These forms include:

- Applicant Agent Resolution (Cal OES 130),
- Project Assurances (Cal OES 89),
- 2-101 Grant Subaward Face Sheet (PDM/FMA Only)
- 2-101a Supplemental Grant Subaward Information (HMGP Only)
- Federal Funding Accountability and Transparency Act – FFATA
- SAM Number verification
- STD 204 Payee Data Record (for PNPs only)

Completed forms can be emailed to: HMGrantsPayments@CalOES.ca.gov

Alternatively, completed forms can be mailed to:

California Governor's Office of Emergency Services  
Attn: Recovery/Hazard Mitigation Grants Processing Unit  
3650 Schriever Avenue  
Mather, California 95655

## **9. CLOSEOUT**

Subrecipients must submit Closeout Packages to Cal OES a minimum of 30 days prior to the Period of Performance (POP) completion date of the subaward. All activity costs are subject to audit; therefore, retention of adequate documentation is required to verify the scope of work and the activity costs. All activity documentation must be retained by the subrecipient for three years from the date of the audit waiver letter, which is the closeout notification for the subrecipient. The documentation required is dependent on the type of activity. The package must include at least the following:

- Final Claim form
- Accomplishments and results report
- Budget summary
- Inspection Report (projects only)
- Planned Maintenance Activities Statement
- Project Photographs/Materials (projects only)
- Resolution of Adoption (plans only)

## **10. AUDITS**

Cal OES may request an audit of any funds disbursed to a subrecipient at any time. Each subrecipient is required to provide reasonable and timely access to all records. Subrecipients who expend combined federal awards above \$750,000 must submit audit reports consistent with the requirements of the Office of Management and Budget OMB Circular A-133. Such audits of subrecipients will be conducted in accordance with the requirements of the Single Audit Act.

## **11. MONITORING**

To ensure compliance with applicable Federal and State laws and regulations, subrecipient activities shall be monitored. Any finding(s) and program deficiencies shall be resolved through viable corrective action plans. Monitoring is comprised of desk and field reviews, of specific subrecipient records, including supporting financial documentation.

## **12. APPEALS (HMGP Only)**

Subrecipients may appeal any determination made by FEMA by submitting justification in writing to Cal OES within 60 days of the receipt of FEMA's determination, including the monetary figure in dispute, provisions in Federal law, regulation, or policy that support their position.

Cal OES will review the appeal material submitted, make any additional investigations necessary, and forward the appeal with a written recommendation to the FEMA Regional Administrator within 60 days.

The FEMA Regional Administrator will notify Cal OES of the disposition of the subrecipient's appeal, or need for additional information, within 90 days following receipt of all related information.

If the Regional Administrator denies the appeal, the subrecipient may submit a second appeal to Cal OES. Cal OES will review the second appeal and may forward it with a written recommendation to the FEMA Deputy Associate Administrator through the FEMA Regional Administrator. Second appeals shall be submitted no later than 60 days after receipt of notice of the Regional Administrator's denial of the first appeal. In cases involving appeals of a highly technical nature, the Deputy Associate Administrator may refer the appeal to an independent scientific or technical body for review. The Deputy Associate Administrator shall render a determination on the appeal within 90 days following receipt of all related information. The second appeal's determination is final.

See Part 44 of the Code of Federal Regulations (44 CFR) Section 206.440.