

**AMENDMENT NO. 1 TO AGREEMENT BETWEEN  
SAN DIEGO UNIFIED PORT DISTRICT  
and  
MOZAIK SOLUTIONS  
for  
EMERGENCY MANAGEMENT CONSULTING SERVICES  
AGREEMENT NO. 235-2016SN**

The parties to this Amendment No. 1 to Agreement are the SAN DIEGO UNIFIED PORT DISTRICT, a public corporation (District) and MOZAIK SOLUTIONS, a California Corporation (Service Provider).

Recitals:

District and Service Provider are parties to an Agreement for Emergency Management Consulting Services. The agreement is on file in the Office of the District Clerk as Document No. 65681 dated October 6, 2016. The maximum expenditure of the original Agreement is not to exceed \$17,517.50. It is now proposed to increase the agreement amount by \$291,159.00 from a total of \$17,517.50 to \$308,676.50, to amend Attachment A, Scope of Services and Attachment B, Compensation & Invoicing and to append agreement by attaching Exhibit C, Award Letter.

The Parties Agree:

1. **Section 3a., Maximum Expenditure**, is increased by \$291,159.00 from a total of \$17,517.50 to a new not to exceed maximum expenditure of \$308,676.50.
2. **ATTACHMENT B, SCOPE OF SERVICES**, is hereby amended as follows
  - a. **Section A., Background**, is expanded to add paragraphs 3. and 4.
    3. The District is a regional economic powerhouse, and a U.S. Department of Defense-designated “strategic port”. Given its largely, open tourist-friendly atmosphere with large public gathering spaces (parks, hotels, restaurants, tourist attractions, etc.), one of the largest military footprints in the world, major commercial/industry, international airport, rail systems, and proximity to the international border (which directly increases

trafficking and smuggling in/around the port), the District faces threats that few if any other U.S. ports face. The number of stakeholders that must coordinate as part of the 'preparedness, response and recovery, system' [or the District's whole community"], is extensive. The District plays a critical role in the response and recovery to an emergency incident in the District. As the local jurisdictional authority for the Tidelands, the District plays a vital role in leading and facilitating among stakeholders to enhance the preparedness, response, and recovery capabilities of the District as a whole.

4. In 2016, the District applied for, and received Federal Port Security Grant Funding (PSGP) to continue its emergency preparedness efforts, particularly as it relates to enhanced multi-agency/multi-jurisdictional coordination and communication.

b. **Section B., Scope of Services**, is expanded to add paragraphs 3., 4. and 5.

3. Use the Homeland Security Exercise Design and Evaluation (HSEEP) process to conduct (4) multi-agency exercises (exercise focus areas identified below under Item B.4). For all exercises the following design, conduct and evaluation processes will be conducted:
  - a. Support the District in identifying and scheduling the multi-jurisdictional Exercise Design Team(s)
  - b. Develop invitations, meeting packets/materials, multi-media presentation, sign-ins, meeting minutes, etc. and facilitate the following exercise planning meetings:
    - 1) Concept & Objectives/Initial Planning Meeting
    - 2) Mid-Planning Meeting, and develop a Master Scenario Events List (if needed)
    - 3) Final Planning Meeting
  - c. Develop *exercise materials* inclusive of:
    - 1) Exercise scenario(s)
    - 2) Participant Handbook/Situation Manual (SITMAN)
    - 3) Facilitator/Controller/Evaluator Handbook/Manual
    - 4) Participant and Evaluator Evaluations
    - 5) PowerPoint/multi-media presentation
  - d. Support the District in exercise logistics, as mutually agreed. Logistical support may include:
    - 1) Providing printed exercise materials
    - 2) Procuring acceptable venues, refreshments, audio-visual technology, badges, and other supplies/equipment, as necessary and mutually agreed

- 3) Assist and support the invitation process and track participant registration, includes printing of appropriate badges for participants, observers and controller/facilitators
- e. Lead the conduct of the exercise to include facilitation, provide controllers/facilitators/evaluators as required for successful conduct and in support of the EPT. To include set-up, tear-down and necessary controller/facilitator/evaluator briefings.
- f. Facilitate the After-Action Reporting Process as follows:
  - 1) Draft the Seminar Report (Seminar/Workshop) or After-Action Report ([AAR], Tabletop Exercise)
  - 2) Conduct the After-Action Conference (Tabletop Exercises only)
  - 3) Develop the Improvement Plan and finalize the AAR (Tabletop Exercises Only)
4. In accordance with the process/deliverables outlined about in Item B.3, design, develop and conduct four (4) exercises of the following types and content/target audience.
  - a. One (1) District Emergency Operations/EOP Overview Seminar/Workshop for all Port Stakeholders not to exceed four (4) hours. Approximate number of participants: 60
  - b. One (1) District-wide Incident Command and Control/Emergency Operations Tabletop Exercise (TTX), not to exceed 16 hours. Approximate number of participants: 100
  - c. One (1) District Recovery and Resumption of Trade Workshop/TTX not to exceed 8 hours. Approximate number of participants: 50-75
  - d. One (1) District Business Continuity Planning (BCP)/Continuity of Operations (COOP) Seminar/Workshop/TTX not to exceed 4 hours. Approximate number of participants: 60
  - e. *Note: The exact format of this exercise will be determined at the Concept and Objectives/Initial Planning Meeting in conjunction with the Exercise Planning Team.*
5. **Grant Requirements**
  - a. This project has been approved for financial assistance under United States Department of Homeland Security FY2016 Port Security Grant Program under Grant Agreement Number EMW-2016-PU-00331, on file in the Office of the District Clerk as Document No. 65725, dated October 13, 2016 and referenced as Exhibit C, Award Letter.

- b. Service Provider agrees to comply with applicable provisions of Grant Agreement No. EMW-2015-PU-00102 including, but not limited to, the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards located at 2 C.F.R. Part 200, and adopted by DHS at 2 C.F.R. Part 3002

3. **ATTACHMENT B, COMPENSATION & INVOICING**, is hereby amended as follows:

- a. **Section 1.a.(2), Fee schedule** is replaced with the following:

- (2) Professional Services and Reimbursable Expenses shall be invoiced in accordance with the following Fee Schedule. Based on the established progress deliverables and milestones, Item 1 to be invoiced based on Time and Materials and items 2 through 6 to be invoiced based on a Fixed Fee.

Item #	Deliverables	Compensation
<b>SERVICES (Not-to-Exceed)</b>		
1	<b>Emergency Operations Plan Development</b>	\$13,950 (T& M)
2	<b>Draft MOU/MOA Template for Member Cities related emergency operations</b>	\$3,567.50
3	<b>District Emergency Operations/EOP Overview Seminar/ Workshop</b>	
3a	Concept & Objectives/Initial Planning Meeting	\$10,000
3b	Final Planning Meeting	\$10,000
3c	Exercise Conduct	\$15,000
3d	Seminar Report	\$5,000
4	<b>District-wide Incident Command and Control/Emergency Operations Tabletop Exercise (TTX)</b>	
4a	Concept & Objectives Meeting	\$15,000
4b	Initial Planning Meeting	\$15,000
4c	Mid-Planning Meeting	\$18,000
4d	Final Planning Meeting	\$18,038
4e	Exercise Conduct	\$32,000
4f	After-Action Report/Improvement Plan	\$10,000
5	<b>District Recovery and Resumption of Trade Workshop/TTX</b>	
5a	Concept & Objectives/Initial Planning Meeting	\$10,000
5b	Mid-Planning Meeting	\$8,000
5c	Final Planning Meeting	\$10,000

Item #	Deliverables	Compensation
5d	Exercise Conduct	\$18,000
5e	After-Action Report and Improvement Plan	\$9,000
6	<b>District Business Continuity Planning (BCP)/Continuity of Operations (COOP) Seminar/Workshop/TTX</b>	
6a	Concept & Objectives/Initial Planning Meeting	\$10,000
6b	Mid-Planning Meeting	\$10,000
6c	Final Planning Meeting	\$10,000
6d	Exercise Conduct	\$15,857
6e	Seminar Report/After-Action Report/IP	\$7,000
	<b>Total Services:</b>	<b>\$273,412.50</b>
<b>REIMBURSABLE EXPENSES (Not-to-Exceed)</b>		
	Exercise Supplies and Materials	\$14,240
	Travel Expenses	\$5,024
	Logistics for Exercise Support	\$16,000
	<b>Total Reimbursable Expenses:</b>	<b>\$35,264</b>
<b>TOTAL AGREEMENT AMOUNT</b>		<b>\$308,676.50</b>

b. **Section 1.a.(4), Reimbursable Expenses**, is replaced with the following:

- (4) **Reimbursable Expenses**. Reimbursement for direct costs in excess of \$50.00 shall require the advance written approval by District's Project Manager. All other project related direct costs shall require appropriate documentation for reimbursement. Items below are not-to-exceed amounts based on established categories and no mark-up is allowed for reimbursable expenses.

- (a) **Exercise Supplies and Materials** shall be reimbursed based on the following table:

<b><u>Supply Items</u></b>	<b><u>Computation</u></b>	<b><u>Cost</u></b>
Planning Meeting Materials	Lot @ \$1,000.00	\$1,000.00
Exercise 1 Materials	\$34/person * 60	\$2,040.00
Exercise 2 Materials	\$45/person * 100	\$4,500.00
Exercise 3 Materials	\$40/person * 75	\$3,000.00
Exercise 4 Materials	\$45/person * 60	\$2,700.00
AAR/IP Reproductions	Lot @ \$1,000.00	\$1,000.00

- (b) **Travel Expenses** – to be reimbursed in accordance with Federal General Services Administration (GSA) Per Diem Rates for Airfare/Rail, Rental/hired Cars, Hotel/Lodging and M&IE.

- (c) **Logistics for Exercise Support** – Venue rental estimated at \$4000 per exercise x four (4) exercises

4. **EXHIBIT C, AWARD LETTER**, is attached as a reference document.
5. All other terms, covenants, and conditions in the original Agreement shall remain in full force and effect and shall be applicable to this Amendment.

**SAN DIEGO UNIFIED PORT DISTRICT**

**MOZAIK SOLUTIONS**

---

Mark Stainbrook  
Assistant Chief of Police  
Harbor Police

---

Kim Guevara-Harris  
President/CEO

**Approved as to form and legality:  
GENERAL COUNSEL**

---

By: Assistant/Deputy

A manually signed copy of this Amendment transmitted by email or any other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this Amendment.

Award Letter

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

Robert DeAngelis  
San Diego Unified Port District  
3165 Pacific Highway  
San Diego, CA 92101 - 1128

San Diego Unified Port District  
Document No. **65725**  
Filed OCT 18 2016  
Office of the District Clerk

Re: Grant No.EMW-2016-PU-00331

Dear Robert DeAngelis:

Congratulations, on behalf of the Department of Homeland Security, your application for financial assistance submitted under the Fiscal Year (FY) 2016 Port Security Grant Program has been approved in the amount of \$1,499,915.00. As a condition of this award, you are required to contribute a cost match in the amount of \$499,972.00 of non-Federal funds, or 25 percent of the total approved project costs of \$1,999,887.00.

Before you request and receive any of the Federal funds awarded to you, you must establish acceptance of the award. By accepting this award, you acknowledge that the terms of the following documents are incorporated into the terms of your award:

- Agreement Articles (attached to this Award Letter)
- Obligating Document (attached to this Award Letter)
- FY 2016 Port Security Grant Program Notice of Funding Opportunity.

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

In order to establish acceptance of the award and its terms, please follow these instructions:

Step 1: Please log in to the ND Grants system at <https://portal.fema.gov>.

Step 2: After logging in, you will see the Home page with a Pending Tasks menu. Click on the Pending Tasks menu, select the Application sub-menu, and then click the link for "Award Offer Review" tasks. This link will navigate you to Award Packages that are pending review.

Step 3: Click the Review Award Package icon (wrench) to review the Award Package and accept or decline the award. Please save or print the Award Package for your records.

System for Award Management (SAM): Grant recipients are to keep all of their information up to date in SAM, in particular, your organization's name, address, DUNS number, EIN and banking information. Please ensure that the DUNS number used in SAM is the same one used to apply for all FEMA awards. Future payments will be contingent on the information provided in the SAM; therefore, it is imperative that the information is correct. The System for Award Management is located at <http://www.sam.gov>.

If you have any questions or have updated your information in SAM, please let your Grants Management Specialist (GMS) know as soon as possible. This will help use to make the necessary updates and avoid any interruptions in the payment process.

BRIAN KAMOIE GPD Assistant Administrator

**Agreement Articles**

Thu Sep 01 00:00:00 GMT 2016

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

**AGREEMENT ARTICLES**  
**Port Security Grant Program**

**GRANTEE:** San Diego Unified Port District  
**PROGRAM:** Port Security Grant Program  
**AGREEMENT NUMBER:** EMW-2016-PU-00331-S01

**TABLE OF CONTENTS**

Article I	Assurances, Administrative Requirements, Cost Principles, and Audit Requirements
Article II	DHS Specific Acknowledgements and Assurances
Article III	Whistleblower Protection Act
Article IV	Use of DHS Seal, Logo and Flags
Article V	USA Patriot Act of 2001
Article VI	Universal Identifier and System of Award Management (SAM)
Article VII	Reporting of Matters Related to Recipient Integrity and Performance
Article VIII	Rehabilitation Act of 1973
Article IX	Trafficking Victims Protection Act of 2000
Article X	Terrorist Financing
Article XI	SAFECOM
Article XII	Reporting Subawards and Executive Compensation
Article XIII	Procurement of Recovered Materials
Article XIV	Patents and Intellectual Property Rights
Article XV	Notice of Funding Opportunity Requirements
Article XVI	Non-supplanting Requirement
Article XVII	Lobbying Prohibitions
Article XVIII	Limited English Proficiency (Civil Rights Act of 1964, Title VI)
Article XIX	Hotel and Motel Fire Safety Act of 1990
Article XX	Fly America Act of 1974
Article XXI	Best Practices for Collection and Use of Personally Identifiable Information (PII)
Article XXII	Americans with Disabilities Act of 1990
Article XXIII	Age Discrimination Act of 1975
Article XXIV	Activities Conducted Abroad



Article XXV	Acknowledgment of Federal Funding from DHS
Article XXVI	Federal Leadership on Reducing Text Messaging while Driving
Article XXVII	Federal Debt Status
Article XXVIII	False Claims Act and Program Fraud Civil Remedies
Article XXIX	Energy Policy and Conservation Act
Article XXX	Education Amendments of 1972 (Equal Opportunity in Education Act) - Title IX
Article XXXI	Duplication of Benefits
Article XXXII	Drug-Free Workplace Regulations
Article XXXIII	Debarment and Suspension
Article XXXIV	Copyright
Article XXXV	Civil Rights Act of 1968
Article XXXVI	Civil Rights Act of 1964 - Title VI
Article XXXVII	Acceptance of Post Award Changes
Article XXXVIII	Prior Approval for Modification of Approved Budget
Article XXXIX	Disposition of Equipment Acquired Under the Federal Award
Article XL	Summary Description of Project
Article XLI	National Environmental Policy Act
Article XLII	Nondiscrimination in Matters Pertaining to Faith-based Organizations

#### **Article I - Assurances, Administrative Requirements, Cost Principles, and Audit Requirements**

DHS financial assistance recipients must complete either the 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 may require applicants to certify additional assurances. Applicants are required to fill out the assurances applicable to their program as instructed by the awarding agency. Please contact the financial assistance office if you have any questions.

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 2 C.F.R. Part 200, and adopted by DHS at 2 C.F.R. Part 3002.

#### **Article II - DHS Specific Acknowledgements and Assurances**

All recipients, sub-recipients, successors, transferees, and assignees must acknowledge and agree to comply with applicable provisions governing DHS access to records, accounts, documents, information, facilities, and staff.

1. Recipients must cooperate with any compliance reviews or compliance investigations conducted by DHS.
2. Recipients must give DHS access to, and the right to examine and copy, records, accounts, and other documents and sources of information related to the award and permit access to facilities, personnel, and other individuals and information as may be necessary, as required by DHS regulations *and* other applicable laws or program guidance.
3. Recipients must submit timely, complete, and accurate reports to the appropriate DHS officials and maintain appropriate backup documentation to support the reports.
4. Recipients must comply with all other special reporting, data collection, and evaluation requirements, as prescribed by law or detailed in program guidance.

5. If, during the past three years, the recipient has been accused of discrimination on the grounds of race, color, national origin (including limited English proficiency), sex, age, disability, religion, or familial status, the recipient must provide a list of all such proceedings, pending or completed, including outcome and copies of settlement agreements to the DHS financial assistance office and the DHS Office of Civil Rights and Civil Liberties (CRCL) by e-mail at [crcl@hq.dhs.gov](mailto:crcl@hq.dhs.gov) or by mail at U.S. Department of Homeland Security Office for Civil Rights and Civil Liberties Building 410, Mail Stop #0190 Washington, D.C. 20528.

6. In the event any court or administrative agency makes a finding of discrimination on grounds of race, color, national origin (including limited English proficiency), sex, age, disability, religion, or familial status against the recipient, or the recipient settles a case or matter alleging such discrimination, recipients must forward a copy of the complaint and findings to the DHS financial assistance office and the CRCL office by e-mail or mail at the addresses listed above.

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

### **Article III - Whistleblower Protection Act**

All recipients must comply with the statutory requirements for whistleblower protections (if applicable) at 10 U.S.C. section 2409, 41 U.S.C. 4712, and 10 U.S.C. section 2324, 41 U.S.C. sections 4304 and 4310.

### **Article IV - Use of DHS Seal, Logo and Flags**

All recipients must obtain permission from their financial assistance office, 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 V - USA Patriot Act of 2001**

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

### **Article VI - Universal Identifier and System of Award Management (SAM)**

All recipients are required to comply with the requirements set forth in the government-wide 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 in the terms and conditions of your award.

### **Article VII - Reporting of Matters Related to Recipient Integrity and Performance**

If the total value of your currently active grants, cooperative agreements, and procurement contracts from all Federal assistance office exceeds \$10,000,000 for any period of time during the period of performance of this Federal award, you must comply with the requirements set forth in the government-wide Award Term and Condition for Recipient Integrity and Performance Matters located at 2 C.F.R. Part 200, Appendix XII, the full text of which is incorporated here by reference in the terms and conditions of your award.

### **Article VIII - Rehabilitation Act of 1973**

All recipients must comply with the requirements of Section 504 of the Rehabilitation Act of 1973, 29 U.S.C. section 794, as amended, which provides that no otherwise qualified handicapped individual 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 IX - Trafficking Victims Protection Act of 2000**

All recipients must comply with the requirements of the government-wide award term which implements Section 106(g) of the Trafficking Victims Protection Act of 2000, (TVPA) as amended (22 U.S.C. section 7104). The award term is located at 2 CFR section 175.15, the full text of which is incorporated here by reference in the terms and conditions of your award.

### **Article X - Terrorist Financing**

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

#### **Article XI - SAFECOM**

All recipients who receive awards made under programs that provide emergency communication equipment and its related activities must comply with the SAFECOM Guidance for Emergency Communication Grants, including provisions on technical standards that ensure and enhance interoperable communications.

#### **Article XII - Reporting Subawards and Executive Compensation**

All recipients are required to comply with the requirements set forth in the government-wide Award Term on Reporting Subawards and Executive Compensation located at 2 C.F.R. Part 170, Appendix A, the full text of which is incorporated here by reference in the terms and conditions of your award.

#### **Article XIII - Procurement of Recovered Materials**

All recipients must comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. 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 XIV - Patents and Intellectual Property Rights**

Unless otherwise provided by law, recipients are subject to the Bayh-Dole Act, Pub. L. No. 96-517, as amended, and codified in 35 U.S.C. section 200 et seq. All recipients are subject to the specific requirements governing the development, reporting, and disposition of rights to inventions and patents resulting from financial assistance awards located at 37 C.F.R. Part 401 and the standard patent rights clause located at 37 C.F.R. section 401.14.

#### **Article XV - Notice of Funding Opportunity Requirements**

All of 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 terms and conditions of your award. All recipients must comply with any such requirements set forth in the program NOFO.

#### **Article XVI - Non-supplanting Requirement**

All recipients who receive awards made under programs that prohibit supplanting by law must ensure that Federal funds do not replace (supplant) funds that have been budgeted for the same purpose through non-Federal sources.

#### **Article XVII - Lobbying Prohibitions**

All recipients must comply with 31 U.S.C. section 1352, which provides that none of the funds provided under an 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 concerning the award or renewal.

#### **Article XVIII - Limited English Proficiency (Civil Rights Act of 1964, Title VI)**

All recipients must comply with the Title VI of the Civil Rights Act of 1964 (Title VI) 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 XIX - Hotel and Motel Fire Safety Act of 1990**

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

#### **Article XX - Fly America Act of 1974**

All recipients must comply with Preference for U.S. Flag Air Carriers: (air carriers holding certificates under 49 U.S.C. section 41102) for international air transportation of people and property to the extent that such service is available, in accordance with the *International Air Transportation Fair Competitive Practices Act of 1974* (49 U.S.C. section 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 XXI - Best Practices for Collection and Use of Personally Identifiable Information (PII)**

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

#### **Article XXII - Americans with Disabilities Act of 1990**

All recipients must comply with the requirements of Titles I, II, and III of the *Americans with Disabilities Act*, 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. (42 U.S.C. sections 12101 12213).

#### **Article XXIII - Age Discrimination Act of 1975**

All recipients must comply with the requirements of the *Age Discrimination Act of 1975* (Title 42 U.S. Code, section 6101 et seq.), which prohibits discrimination on the basis of age in any program or activity receiving Federal financial assistance

#### **Article XXIV - Activities Conducted Abroad**

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

#### **Article XXV - Acknowledgment of Federal Funding from DHS**

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

#### **Article XXVI - Federal Leadership on Reducing Text Messaging while Driving**

All recipients are encouraged to adopt and enforce policies that ban text messaging while driving as described in E.O. 13513, including conducting initiatives described in Section 3(a) of the Order when on official Government business or when performing any work for or on behalf of the federal government.

#### **Article XXVII - 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 XXVIII - False Claims Act and Program Fraud Civil Remedies**

All recipients must comply with the requirements of 31 U.S.C. section 3729 - 3733 which prohibits the submission of false or fraudulent claims for payment to the Federal Government. See 31 U.S.C. section 3801-3812 which details the administrative remedies for false claims and statements made.

#### **Article XXIX - Energy Policy and Conservation Act**

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

#### **Article XXX - Education Amendments of 1972 (Equal Opportunity in Education Act) - Title IX**

All recipients must comply with the requirements of Title IX of the Education Amendments of 1972 (20 U.S.C. section 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 XXXI - Duplication of Benefits**

Any cost allocable to a particular Federal award provided for in 2 C.F.R. Part 200, Subpart E may not be charged to other Federal awards to overcome fund deficiencies, to avoid restrictions imposed by Federal statutes, regulations, or terms and conditions of the Federal awards, or for other reasons. However, this prohibition would not preclude a recipient from shifting costs that are allowable under two or more Federal awards in accordance with existing Federal statutes, regulations, or the terms and conditions of the Federal award.

#### **Article XXXII - Drug-Free Workplace Regulations**

All recipients must comply with the *Drug-Free Workplace Act of 1988* (41 U.S.C. section 701 *et seq.*), which requires all organizations receiving grants from any Federal agency agree to maintain a drug-free workplace. DHS has adopted the Act's implementing regulations at 2 C.F.R Part 3001.

#### **Article XXXIII - Debarment and Suspension**

All recipients are subject to the non-procurement debarment and suspension regulations implementing Executive Orders 12549 and 12689, and 2 C.F.R. Part 180. These regulations restrict 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 XXXIV - Copyright**

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

#### **Article XXXV - Civil Rights Act of 1968**

All recipients must comply with Title VIII of the Civil Rights Act of 1968, 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 (42 U.S.C. section 3601 et seq.), as implemented by the 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. section 100.201).

#### **Article XXXVI - Civil Rights Act of 1964 - Title VI**

All recipients must comply with the requirements of Title VI of the *Civil Rights Act of 1964* (42 U.S.C. section 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 XXXVII - Acceptance of Post Award Changes**

In the event FEMA determines that changes are necessary to the award document after an award has been made, including changes to period of performance or terms and conditions, recipients will be notified of the changes in writing. Once notification has been made, any subsequent request for funds will indicate recipient acceptance of the changes to the award. Please call the FEMA/GMD Call Center at (866) 927-5646 or via e-mail to [ASK-GMD@dhs.gov](mailto:ASK-GMD@dhs.gov) if you have any questions.

#### **Article XXXVIII - Prior Approval for Modification of Approved Budget**

Before making any change to the DHS/FEMA approved budget for this award, you must request prior written approval from DHS/FEMA where required by 2 C.F.R. Section 200.308. For awards with an approved budget greater than \$150,000, you may not transfer funds among direct cost categories, programs, functions, or activities without prior written approval from DHS/FEMA where the cumulative amount of such transfers exceeds or is expected to exceed ten percent (10%) of the total budget DHS/FEMA last approved. You must report any deviations from your DHS/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 XXXIX - Disposition of Equipment Acquired Under the Federal Award**

When original or replacement equipment acquired under this award by the recipient or its sub-recipients is no longer needed for the original project or program or for other activities currently or previously supported by DHS/FEMA, you must request instructions from DHS/FEMA to make proper disposition of the equipment pursuant to 2 C.F.R. Section 200.313.

#### Article XL - Summary Description of Project

Project 1: AMSC MUC EOC funded for \$562,415.

Project 5: San Diego Bay Regional Fiber Optic Infrastructure Phase 4A funded for \$937,500.

#### Article XLI - National Environmental Policy Act

All recipients must comply with the requirements of the National Environmental Policy Act (NEPA) and the Council on Environmental Quality (CEQ) Regulations for Implementing the Procedural Provisions of NEPA, which requires 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 XLII - Nondiscrimination in Matters Pertaining to Faith-based Organizations

Faith-based organizations are, under 6 C.F.R. Part 19, afforded certain protections as it relates to eligibility to receive financial assistance from DHS for social service programs, or to participate in social service programs administered or financed by DHS. Organizations that receive financial assistance from DHS for a social service program or participate in DHS social service programs have an obligation to comply with the equal treatment policies and requirements contained in 6 C.F.R. Part 19, which, among other provisions, prohibit recipient organizations from discriminating against beneficiaries on the basis of religion or religious belief, a refusal to hold a religious belief, or a refusal to attend or participate in a religious practice; and generally require recipients subject to the rule to provide certain protections, and notice of those protections, to their beneficiaries. Recipients must also comply with any other policies and procedures regarding the participation of faith-based organizations contained in applicable statutes, regulations, and guidance governing individual DHS programs.

Personnel	\$140,358.00
Fringe Benefits	\$0.00
Travel	\$0.00
Equipment	\$981,146.00
Supplies	\$14,240.00
Contractual	\$811,319.00
Construction	\$0.00
Indirect Charges	\$0.00
Other	\$52,824.00

Obligating Document for Award/Amendment

1a. AGREEMENT NO. 2. AMENDMENT NO. 3. RECIPIENT NO. 4. TYPE OF ACTION 5. CONTROL NO.  
EMW-2016-PU-00331-S01 952241453  
\*\*\*

6. RECIPIENT NAME AND ADDRESS  
San Diego Unified Port District  
3165 Pacific Highway  
San Diego, CA, 92101 - 1128  
7. ISSUING FEMA OFFICE AND ADDRESS  
Grant Operations  
245 Murray Lane - Building 410, SW  
Washington DC, 20528-7000  
POC: 866-927-5646  
8. PAYMENT OFFICE AND ADDRESS  
Financial Services Branch  
500 C Street, S.W., Room 723  
Washington DC, 20472

9. NAME OF RECIPIENT PROJECT OFFICER  
Victoria Joes  
PHONE NO.  
619-686-6425  
10. NAME OF FEMA PROJECT COORDINATOR  
Central Scheduling and Information Desk  
Phone: 800-368-6498  
Email: Askcsid@dhs.gov

11. EFFECTIVE DATE OF THIS ACTION  
09/01/2016  
12. METHOD OF PAYMENT  
PARS  
13. ASSISTANCE ARRANGEMENT  
Cost Reimbursement  
14. PERFORMANCE PERIOD  
From: 09/01/2016 To: 08/31/2019  
Budget Period  
09/01/2016 08/31/2019

15. DESCRIPTION OF ACTION

a. (Indicate funding data for awards or financial changes)

PROGRAM NAME ACRONYM	CFDA NO.	ACCOUNTING DATA (ACCS CODE) XXXX-XXX-XXXXXX-XXXX-XXXX-XXXX-X	PRIOR TOTAL AWARD	AMOUNT AWARDED THIS ACTION + OR (-)	CURRENT TOTAL AWARD	CUMULATIVE NON-FEDERAL COMMITMENT
Port Security Grant Program	97.056	2016-SL-B411-P410- -4101-D	\$0.00	\$1,499,915.00	\$1,499,915.00	See Totals
<b>TOTALS</b>			<b>\$0.00</b>	<b>\$1,499,915.00</b>	<b>\$1,499,915.00</b>	<b>\$499,972.00</b>

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

N/A

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

Port Security Grant Program recipients are not required to sign and return copies of this document. However, recipients should print and keep a copy of this document for their records.

16b. FOR DISASTER PROGRAMS: RECIPIENT IS NOT REQUIRED TO SIGN

This assistance is subject to terms and conditions attached to this award notice or by incorporated reference in program legislation cited above.

17. RECIPIENT SIGNATORY OFFICIAL (Name and Title)

Robert DeAngelis, CFO/Treasurer

*Robert DeAngelis*

DATE

10/17/2016

18. FEMA SIGNATORY OFFICIAL (Name and Title)

ANDREW MCLARTY ,

DATE

Fri Aug 19 02:57:28 GMT 2016