

District Response Task Force Grant Program Guidance

Indiana Department of Homeland Security
FY 2007 State Homeland Security Program

Program Overview

The District Response Task Force concept was developed to improve state and local emergency response capabilities and expand specialized expertise in a variety of emergency response disciplines. The Indiana Department of Homeland Security (IDHS) in collaboration with local, county and district organizations shall establish a response task force in each on Indiana's ten Homeland Security Districts.

A Task Force is a pre-designated, multi-disciplinary group of responders and subject matter experts from various local government agencies and professional organizations. Task Force personnel and resources will support local emergency response agencies with technical assistance, specialized equipment and personnel. They will also provide the State of Indiana with critical response assets which may be deployed to large scale disasters.

District Response Task Force Target Capabilities

The ultimate goal of the District Response Task Force program is to develop the ability to effectively respond to significant incidents, emergencies and disasters statewide. District Response Task Force target capabilities are drawn from the Response Mission Target Capabilities detailed in the National Preparedness Guidelines. Once fully operational, all Task Forces should be able to provide or support the mission capabilities listed below:

- Onsite Incident Management
- Citizen Protection: Evacuation and/or In-Place Protection
- Emergency Operations Center Management
- Isolation and Quarantine
- Critical Resource Logistics & Distribution
- Search and Rescue
- Volunteer Management & Donations
- Emergency Public Information & Warning
- Responder Safety and Security Response
- Triage and Pre-Hospital Treatment
- Public Safety and Security Response
- Medical Surge
- Animal Health Emergency Support
- Medical Supplies Management and Distribution
- Environmental Health
- Mass Prophylaxis
- Explosive Device Response Operations
- Mass Care
- Firefighting Operations/Support
- Fatality Management
- WMD/Hazardous Materials Response & Decontamination

Core Elements of a District Response Task Force

IDHS has identified five core response elements to further develop, expand and improve upon statewide. Strike teams will be developed around these core capabilities and will become the foundation of a task force's organizational structure. These core strike team elements include:

-Incident Management Team

A multi-disciplinary group of response professionals, assembled from within a District, that can manage the command, operations, logistics, planning, administrative and finance activities of an incident response.

-Search and Rescue Team

The primary mission of this team will be to conduct search and rescue operations in and around disaster sites.

- Structure Collapse Rescue
- Trench and Excavation Rescue
- Confined Space Rescue
- Rope Rescue
- Vehicle and Machinery Rescue
- Water Rescue
- Wilderness (Lost Person) Rescue

-Mass Casualty Incident Team

This team will be trained and equipped to triage, treat, transport and track large numbers of victims at or near a disaster scene.

-Hazardous Materials Team

The District Hazardous Materials Team will be capable of detecting, identifying and managing hazardous materials. Their primary tasks will include:

- Detection and identification
- Technical assistance and guidance to incident commander
- Operating in contaminated environments
- Conducting gross and technical decontamination of responders and civilians

-Force Protection Team

The FPT will be comprised of law enforcement officers tasked with performing security operations as part of the District Task Force. Their missions will include:

- Facility and Perimeter Security
- Crowd Control and Civil Disturbance Response
- Task Force Convoy Security
- Local Law Enforcement Augmentation

Supplementary Task Force Elements

These are optional, specialized strike teams which may already exist in a District or may be developed at some point to fulfill a specific local response requirement. These teams include, but are not limited to:

- K-9 Search Team
- Bomb Disposal Team
- Dive Team
- Firefighting Strike Team
- Cave / Tunnel / Mine Search and Rescue
- Disaster Mental Health Team
- Critical Incident Stress Management Team
- Disaster Mortuary Team
- Damage Assessment Team
- Debris Management Team
- Donation and Volunteer Management Team
- Agriculture Emergency Response Team
- Disaster Communications Team
- Animal Rescue / Veterinary Assistance Team

Program Requirements

General Guidance

- This program has been established specifically for the purchase of District Response Task Force (DRTF) equipment and training directly related to the proper operation of the equipment.
- A FEMA USAR Type-III Cache List is included with this guidance document and will serve as a “suggested purchase list”, not a required list of equipment for this year’s program. This list will be the basis for a standardized equipment list that will accompany the FY 2008 grant guidance.
 - The focus of standardization will be technical search and rescue, logistical support and base of operations equipment. If you will be purchasing equipment for these specialized areas, you are encouraged to purchase the equipment in the FEMA USAR list.
 - Equipment pricing that is listed should only be used as a guide. Pricing may vary depending on the type and amount of equipment purchased, as well as the vendor or distributor you will be working through.
 - If you choose not to purchase equipment off of the FEMA USAR list, all items purchased must fall into one of the allowable expense categories of the Federal Approved Equipment List. The AEL can be accessed at the following website <https://www.rkb.us/lists.cfm>

- Equipment must fill operational requirements within the core or supplementary DRTF strike teams.
 - Equipment purchases for specialized strike team elements not included in the list of core and supplementary teams will be evaluated on a case by case basis.
- For all tangible, nonexpendable property or equipment having a per unit cost of over \$500, acquired in whole or in part with grant funds, the sub-grantee shall maintain records that include the following:
 - A description of the property
 - Manufacturer's serial number or other identification number
 - Source of the property
 - Identification of the title holder
 - Acquisition date
 - Cost of the property
 - Percentage of Federal participation in the cost of the property
 - Location of the property
 - Use of the property
 - Condition of the property;
 - The ultimate disposition of the property, including the date of disposal and sale price.
- A control system shall be developed to ensure adequate safeguards to prevent loss, damage, or theft of the property. Any loss, damage, or theft shall be investigated and fully documented and made a part of the official project records.
- Adequate maintenance procedures shall be developed to keep the property in good condition.
- The county sub-grantee shall take a physical inventory of the property and the result reconciled with the property records at least once every two years. Any differences between quantities determined by the physical inspection and those in the accounting records shall be investigated to determine the cause of the difference. The sub-grantee shall, in connection with the inventory, verify the existence, current utilization, current location, and continued need for the property.
- For all property having an acquisition cost of over \$5,000, acquired in whole or in part with grant funds, the Sub-grantee must also comply with the applicable federal requirements pertaining to equipment in 28 CFR 66.32.
- The sub-grantee shall not dispose of any property acquired with grant funds except in accordance with 28 CFR 66.32(e) and any applicable state and local laws, rules and regulations.
- The sub-grantee shall make the property and any required support personnel available to the State if requested as part of a state incident response. This may include single resource, strike team or DRTF deployments. Reimbursement of deployment costs shall be done in accordance with agreements between the State of Indiana and participating DRTF agencies.

- The sub-grantee shall make the property available to other units within the same Homeland Security District for use as a District asset during incident response, exercise or training activities. Reimbursement of costs shall be done in accordance with local, state and district mutual aid agreements or equipment-specific use agreements.
- If the sub-grantee transfers possession and/or ownership of the property or transfers funds to be used for the purchase of property provided to the sub-grantee under the sub-grant agreement to another unit of government; the sub-grantee shall, within 90 days of the date that the funds or property are transferred, enter into a local-local agreement or agreements with the unit of local government with respect to the property. At a minimum this local-local agreement shall:
 - Require the receiving unit of government to comply with all of the requirements of this provision
 - Address each participant's responsibilities with respect to maintenance, repair, activation issues, deployment issues, reimbursement and liability in regards to property.
- If the sub-grantee fails to comply with any part of this provision the sub-grantee may be required to repay to the State some or all of the funds provided to the sub-grantee under this Agreement for the purchase of the property. In addition, such a failure to comply may jeopardize the Sub-grantee's ability to obtain future grants from the State.
- These requirements are on-going and survive the expiration or termination of the sub-grant agreement and will remain in effect until the property is disposed of in accordance with the sub-grant agreement and applicable federal regulations.

Allowable Costs

Personal Protective Equipment
 Explosive Device Mitigation & remediation Equipment
 Search & Rescue Equipment
 Information Technology
 Cyber Security Enhancement Equipment
 Interoperable Communications Equipment
 Detection Equipment
 Decontamination Equipment
 Medical Supplies & Limited Pharmaceuticals
 Power Equipment
 Reference Materials
 Incident Response Vehicles
 Terrorism Incident Prevention Equipment
 Physical Security Enhancement Equipment
 Inspection & Screening Systems
 Agriculture Terrorism Prevention, Response, &
 Mitigation Equipment
 Response Watercraft

Logistical Support Equipment
Base of Operations Equipment
Intervention Equipment
Other Authorized Equipment

Restrictions

Training and Exercise

Funding will be provided to train personnel on the safe and proper use of equipment purchased through this grant program. No funding shall be provided to conduct exercises. Exercise funding is provided through other IDHS grant programs.

Maintenance and Sustainment

No funds will be provided through this program. Funding for maintenance and sustainment may be provided beginning FY 2008, but there is no guarantee this funding will be made available.

Personnel

No funds for the hiring of full, part-time or contract employees will be provided through this program. Funding for Interim District Administrators has been provided through another IDHS grant program

Management and Administration

Up to 3% of the award amount may be used to support Management and Administrative costs associated with the implementation of the grant award

Instructions and Processing Timeline

1. District Fiscal Agent submits a detailed proposal and budget for DRTF equipment purchases into iGMS.
2. Proposal and budget are reviewed by IDHS. Upon approval, a sub-grant agreement is sent to the District Fiscal Agent. (Within 30 days of receiving proposal from Fiscal Agent)
3. District Fiscal Agent signs and returns sub-grant agreement. (Within 30 days of receiving sub-grant agreement from IDHS)
4. Sub-grant agreement fully executed (Within 60 days of receiving signed sub-grant agreement from Fiscal Agent)
5. Equipment shall be purchased within 6 months of the sub-grant being fully executed.

Re-Allocation of Funds

District Task Force programs that have not initiated the process of purchasing equipment by July 1st, 2009 will be reviewed by IDHS. At that time, the progress of their program development and funding requirements will be re-evaluated.

Other Important Information

Federal funds are being used as the funding source for these exercises. Therefore, there are federal requirements that are applicable to the use of these funds. The following are some of the federal requirements that are applicable to the types of expenditures made for an exercise (please consult the sub-grant agreement and/or contact the State for additional requirements):

1. Conflicts of Interest:

- a. To avoid conflicts of interest, personnel and other officials connected with federally funded programs shall adhere to the following requirements:
 - i. No official or employee of a State or unit of local government or a non-governmental recipient/sub recipient shall participate personally through decisions, approval, disapproval, recommendation, the rendering of advice, investigation, or otherwise in any proceeding, application, request for a ruling or other determination, contract, award, cooperative agreement, claim, controversy, or other particular matter in which award funds are used, where to his/her knowledge, he/she or his/her immediate family, partners, organization other than a public agency in which he/she is serving as an officer, director, trustee, partner, or employee, or any person or organization with whom he/she is negotiating or has any arrangement concerning prospective employment, has a financial interest, or has less than an arms-length transaction.
 - ii. In the use of agency project funds, officials or employees of State or local units of government and non-governmental recipient/sub recipients shall avoid any action that might result in, or create the appearance of:
 - Using his or her official position for private gain;
 - Giving preferential treatment to any person;
 - Losing complete independence or impartiality;
 - Making an official decision outside official channels;
 - or
 - Affecting adversely the confidence of the public in the integrity of the government or the program. For example, where a recipient of federal funds makes sub-awards under any competitive process and an actual conflict or an appearance of a conflict of interest exists, the person for whom the actual or apparent conflict of interest exists should recuse himself or herself not only from reviewing the application for which the conflict exists, but also from the evaluation of all competing applications.
 - iii. Violations of the conflict of interest standards may result in criminal, civil, or administrative penalties.

2. Adequate Competition:

- a. All procurement transactions, whether negotiated or competitively bid and without regard to dollar value, shall be conducted in a manner so as to provide maximum open and free competition. However, should a grantee elect to award a contract without competition, sole source justification may be necessary. Justification must be provided for non-competitive procurement and should include a description of the program and what is being contracted for, an explanation of why it is necessary to contract noncompetitively, time constraints and any other pertinent information. **All sole-source procurements in excess of \$100,000 must receive PRIOR written approval of the Indiana Department of Homeland Security.**
- b. Non-competitive Practices – The grantee shall be alert to organizational conflicts of interest or non-competitive practices among contractors that may restrict or eliminate

competition or otherwise restrain trade. **Contractors that develop or draft specifications, requirements, statements of work, and/or Requests for Proposals (RFP) for a proposed procurement shall be excluded from bidding or submitting a proposal to compete for the award of such procurement.**

- c. Statement on All Publications - All publications created in whole or part with FY 2006 federal funds shall prominently contain the following statement:

This Document was prepared under a grant from the Office of Grants and Training, U.S. Department of Homeland Security. Points of view or opinions expressed in this document are those of the authors and do not necessarily represent the official position or policies of the Office of grants and Training or the U.S. Department of Homeland Security.

- d. Statement on All Publications - All publications created in whole or part with FY 2007 federal funds shall prominently contain the following statement:

This Document was prepared under a grant from FEMA's National Preparedness Directorate, U.S. Department of Homeland Security. Points of view or opinions expressed in this document are those of the authors and do not necessarily represent the official position or policies of FEMA's National Preparedness Directorate or the U.S. Department of Homeland Security.

3. Governing Federal Guidance Documents and Regulations - The grantee shall comply with the following requirements:
- a. The current edition of the U.S. Department of Homeland Security Office of grant Operations Financial Management Guide. A copy of this Guide is available from: <http://www.dhs.gov/xopnbiz/grants/>.
 - b. OMB Circular A-133, Audits of States, Local Governments, and Non-Profit Organizations.
 - c. OMB Circular A-87, Cost Principles for State, Local and Indian Tribal Governments.
 - d. All federal civil rights laws, to include Title VI of the Civil Rights Act, as amended. The Sub-grantee is required to take reasonable steps to ensure persons of limited English proficiency have meaningful access to language assistance services regarding the development of proposals and budgets and conducting activities funded under this Agreement. For additional information see: <http://www.lep.gov>.
 - e. In addition to local, state and other applicable federal requirements pertaining to procurement and contracting, the grantee shall comply with the applicable federal requirements pertaining to procurement and contracting contained in 28 CFR 66.36.
 - f. For all projects using FY 2006 Homeland Security grant Funds, the applicable provisions in the U.S Department of Homeland Security program guidelines titled "Fiscal Year 2006 Homeland Security grant Program, Program Guidance and Application Kit". This guidance document can be obtained from the following web site: http://www.ojp.usdoj.gov/odp/grants_programs.htm.
 - g. For all projects using FY 2007 Homeland Security grant Funds, the applicable provisions in the U.S Department of Homeland Security guidance document titled "FY 2007 Homeland Security Grant Program: Program Guidance and Application Kit." A copy of this guidance document is available from the following US DHS website: http://www.ojp.usdoj.gov/odp/grants_programs.htm. The use of grant funding must

support the goals and objectives included in the State and/or Urban Area Homeland Security Strategies.

4. Required Contract Provisions – As required by 28 CFR 66.36(i), the grantee shall include the following provisions in a contract that uses federal funds:
 - a. Pursuant to 28 CFR 66.36(i)(10), the Indiana Department of Homeland Security, the United State Department of Homeland Security, the unit of government contracting with the Contractor, and the Comptroller General of the United States, or any of their authorized representatives, shall have the right of access to any pertinent books, documents, papers, or other records of the Contractor which are directly pertinent to that specific contract, in order to make audits, examinations, excerpts, and transcriptions.
 - b. Pursuant to 28 CFR 66.36(i)(11), the Contractor must retain all such records for three years after grantees or sub grantees make final payments and all other pending matters are closed.
 - c. Pursuant to 28 CFR 66.34, 28 CFR 66.36(i)(9) and 45 CFR 92.36, if some or all of the funding for the Contract is a federal grant, the United State Department of Homeland Security reserves a royalty-free, nonexclusive, and irrevocable license to reproduce, publish or otherwise use, and to authorize others to use, for Federal Government purposes:
 - i. The copyright in any work developed under a grant, sub grant, or contract under a grant or sub grant; and
 - ii. Any rights of copyright to which a grantee, sub grantee or a contractor purchases ownership with grant support.
 - d. If a Contract is for more than \$10,000, the Contract must contain a provision allowing the local jurisdiction to terminate the contract for cause and for convenience by the local jurisdiction including the manner by which it will be effected and the basis for settlement.
 - e. If a Contract is for more than \$100,000, the Contract must contain administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as may be appropriate.
 - f. If a Contract is for more than \$100,000, the Contract must require compliance with all applicable standards, orders, or requirements issued under section 306 of the Clean Air Act (42 U.S.C. 1857(h)), section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR part 15).
 - g. Lobbying Certification
 - i. The Contractor acknowledges that a Federal grant is the source of payments under this Contract and as required by Section 1352, Title 31 of the U.S. Code, and implemented at 44 CFR Part 18, the Contractor certifies that:
 1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the Contractor, 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 the making of any Federal grant, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal grant 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 grant or cooperative agreement, the undersigned shall complete and submit Standard Form - LLL, "Disclosure of Lobbying Activities," in accordance with its instructions;

3. The Contractor shall require that the language of this certification be included in the award documents for all sub awards at all tiers (including sub grants, contracts under grants and cooperative agreements, and subcontracts) and that all sub recipients shall certify and disclose accordingly.
 - ii. 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.

Point of Contact

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