

Department of Homeland Security Federal Emergency Management Agency

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PRIVACY NOTICE

The collection of this information is authorized by Section 102 of the *Maritime Transportation Security Act of 2002*, as amended by 46 U.S.C. § 70107.

This information is being collected for the primary purpose of facilitating correspondence between the grant applicant and the Department of Homeland Security and for determining eligibility and administration of FEMA Preparedness Grant Programs, specifically, the Port Security Grant Program.

All information required to make award recommendations is provided to the United States Coast Guard (USCG), field reviewers which may include local partners and the Department of Transportation (DOT) Maritime Administration (MARAD). Information may also be provided to Federal partners including USCG, MARAD, and the Transportation Security Administration (TSA) for subsequent review. Non-disclosure agreements are required of reviewers.

The disclosure of information on this form is voluntary; however, failure to provide the information requested may delay or prevent the organization from receiving grant funding.

Memorandum of Understanding/Memorandum of Agreement (MOU/MOA) Requirement

State and local agencies are eligible applicants and are not required to provide a MOU or MOA if the direct security provider, along with their assets and resources, are listed in the respective AMSP and confirmed by the COTP. If a security services provider is providing these services directly to a MTSA-regulated facility and does not have an existing agreement addressed in the regulated entities' security plans, a copy of a signed MOU/MOA with the identified regulated entities will be required prior to funding, and must include an acknowledgement of the security services and roles and responsibilities of all entities involved. This information may be provided using one of the attachment fields within ND Grants.

The MOU/MOA must address the following points:

- The nature of the security service that the applicant agrees to supply to the regulated facility (waterside surveillance, increased screening, etc.);
- The roles and responsibilities of the facility and the applicant during different Maritime Security (MARSEC) levels;

- An acknowledgement by the facility that the applicant is part of their facility security plan; and
- Acknowledgment that the applicant will provide semi-annual progress reports on project status to the local applicable AMSC and/or COTP.

If applicable, the signed MOU/MOA for state or local law enforcement agencies providing direct security services to regulated entities must be submitted with the grant application as a file attachment within ND Grants (<https://portal.fema.gov>). A sample MOU/MOA can be found in [Appendix E – FY 2016 PSGP Sample MOU/MOA Template](#).

Applicants must use the following file naming convention for FY 2016 MOUs and MOAs:

COTP Zone Abbreviation_Port Area_Name of Applicant_MOU (Example:
Hous_Galveston_Harris County_MOU)

Appendix E – FY 2016 PSGP Sample MOU/MOA Template

Memorandum of Understanding / Agreement

Between [provider of layered security] and [recipient of layered security] Regarding [provider of layered security's] use of port security grant program funds

1. PARTIES. The parties to this Agreement are the [Provider of Layered Security] and the [Recipient of security service].

2. AUTHORITY. This Agreement is authorized under the provisions of [applicable Area Maritime Security Committee (AMSC) authorities and/or other authorities].

3. PURPOSE. The purpose of this Agreement is to set forth terms by which [Provider of security service] shall expend Port Security Grant Program project funding in providing security service to [Recipient of security service]. Under requested PSGP grant, the [Provider of security service] must provide layered security to [Recipient of security service] consistent with the approach described in an approved grant application.

4. RESPONSIBILITIES: The security roles and responsibilities of each party are understood as follows:

(1). [Recipient of security service]

Roles and responsibilities in providing its own security at each MARSEC level

(2) [Provider of security service]

- An acknowledgement by the facility that the applicant is part of their facility security plan.
- The nature of the security that the applicant agrees to supply to the regulated facility (waterside surveillance, increased screening, etc.).
- Roles and responsibilities in providing security to [Recipient of security service] at each MARSEC level.

5. POINTS OF CONTACT. [Identify the POCs for all applicable organizations under the Agreement; including addresses and phone numbers (fax number, e-mail, or internet addresses can also be included).]

6. OTHER PROVISIONS. Nothing in this Agreement is intended to conflict with current laws or regulations of [applicable state] or [applicable local Government]. If a term of this agreement is inconsistent with such authority, then that term shall be invalid, but the remaining terms and conditions of this agreement shall remain in full force and effect.

7. EFFECTIVE DATE. The terms of this agreement will become effective on (EFFECTIVE DATE).

8. MODIFICATION. This agreement may be modified upon the mutual written consent of the parties.

9. TERMINATION. The terms of this agreement, as modified with the consent of both parties, will remain in effect until the grant end dates for an approved grant. Either party upon [NUMBER] days written notice to the other party may terminate this agreement.

APPROVED BY:

Organization and Title