

**AGREEMENT BETWEEN THE CITY AND COUNTY OF  
SAN FRANCISCO AND THE COUNTY OF SAN MATEO  
FOR THE DISTRIBUTION OF FY 2010 UASI GRANT FUNDS**

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**FIRST AMENDMENT**

THIS AMENDMENT (this “Amendment”) is made as of **MARCH 1, 2012**, in San Francisco, California, by and between the **COUNTY OF SAN MATEO** (“SAN MATEO”) and the City and County of San Francisco, a municipal corporation (“City”), in its capacity as fiscal agent for the UASI Approval Authority, acting by and through the San Francisco Department of Emergency Management.

**RECITALS**

WHEREAS, City and SAN MATEO have entered into the Agreement (as defined below); and

WHEREAS, City and SAN MATEO desire to modify the Agreement on the terms and conditions set forth herein;

NOW, THEREFORE, SAN MATEO and the City agree as follows:

**1. Definitions.** The following definitions shall apply to this Amendment:

**a. Agreement.** The term “Agreement” shall mean the “Agreement between the City and County of San Francisco and the County of SAN MATEO for the Distribution of FY 2010 UASI Grant Funds” dated **April 1, 2011**, between SAN MATEO and City.

**b. Other Terms.** Terms used and not defined in this Amendment shall have the meanings assigned to such terms in the Agreement.

**2. Modifications to the Agreement.** The Agreement is hereby modified as follows:

**a. Section 3.2, Maximum Amount of Funds.** Section 3.2 of the Agreement currently reads as follows:

In no event shall the amount of Grant Funds disbursed hereunder exceed **THREE MILLION, THREE HUNDRED SEVENTY EIGHT THOUSAND, FIVE HUNDRED TWENTY THREE DOLLARS (\$3,378,523)**. The City will not automatically transfer Grant Funds to SAN MATEO upon execution of this Agreement. SAN MATEO must submit a Reimbursement Request under Section 3.10 of this Agreement, approved by the UASI Management Team and City, before the City will disburse Grant Funds to SAN MATEO.

**Such Section is hereby amended in its entirety to read as follows:**

In no event shall the amount of Grant Funds disbursed hereunder exceed **THREE MILLION, SEVEN HUNDRED EIGHTEEN, SIX HUNDRED TWENTY-THREE DOLLARS (\$3,718,623)**. The City will not automatically transfer Grant Funds to SAN MATEO upon execution of this Agreement. SAN MATEO must submit a Reimbursement Request under Section 3.10 of this Agreement, approved by the UASI Management Team and City, before the City will disburse Grant Funds to SAN MATEO.

**b. Section 6.1, Indemnification.** Section 6.1 of the Agreement currently reads as follows:

SAN MATEO shall indemnify, protect, defend and hold harmless each of the Indemnified Parties from and against any and all Losses arising from, in connection with or caused by SAN MATEO's performance of this Agreement, including, but not limited to, the following: (a) a material breach of this Agreement by SAN MATEO; (b) a material breach of any representation or warranty of SAN MATEO contained in this Agreement; (c) any personal injury or death caused, directly or indirectly, by any act or omission of SAN MATEO or its employees, subgrantees or agents; (d) any loss of or damage to property caused, directly or indirectly, by any act or omission of SAN MATEO or its employees, subgrantees or agents; (e) the use, misuse or failure of any equipment or facility used by SAN MATEO, or by any of its employees, subgrantees or agents, regardless of whether such equipment or facility is furnished, rented or loaned to SAN MATEO by an Indemnified Party; (f) any tax, fee, assessment or other charge for which SAN MATEO is responsible under Section 10.4; or (g) any infringement of patent rights, copyright, trade secret or any other proprietary right or trademark of any person or entity in consequence of the use by any Indemnified Party of any goods or services furnished to such Indemnified Party in connection with this Agreement. The foregoing indemnity shall include, without limitation, reasonable fees of attorneys, consultants and experts and related costs and San Francisco's costs of investigating any claims against San Francisco.

**Such Section is hereby amended in its entirety to read as follows:**

SAN MATEO shall indemnify, protect, defend and hold harmless each of the Indemnified Parties from and against any and all Losses arising from, in connection with or caused by SAN MATEO's performance of this Agreement, including, but not limited to, the following: (a) a material breach of this Agreement by SAN MATEO; (b) a material breach of any representation or warranty of SAN MATEO contained in this Agreement; (c) any personal injury or death caused, directly or indirectly, by any act or omission of SAN MATEO or its employees, subgrantees or agents; (d) any loss of or damage to property caused, directly or indirectly, by any act or omission of SAN MATEO or its employees, subgrantees or agents; (e) the use, misuse or failure of any equipment or facility used by SAN MATEO, or by any of its employees, subgrantees or agents, regardless of whether such equipment or facility is furnished, rented or loaned to SAN MATEO by an Indemnified Party; (f) any tax, fee, assessment or other charge for which SAN MATEO is responsible under Section 10.4; or (g) any infringement of patent rights, copyright, trade secret or any other proprietary right or trademark of any person or entity in consequence of the use by any Indemnified Party of any goods or services furnished by SAN MATEO, or its employees, subgrantees, or agents to such Indemnified Party in connection with this Agreement. The foregoing indemnity shall include, without limitation, reasonable fees of attorneys, consultants and experts and related costs and San Francisco's costs of investigating any claims against San Francisco.

**c. Appendix A, Authorized Expenditures and Timelines.** Appendix A includes project descriptions, deliverables, not to exceed ("NTE") amounts, and deadlines for deliverables.

**Such Appendix is hereby amended to reflect the following:**

- i) Decrease organization funds, in the amount of \$225,000, for San Mateo County personnel for Project B;
- ii) Decrease organization funds, in the amount of \$40,000, for Operational Overtime for Project B;
- iii) Increase training funds, in the amount of \$20,000, for Terrorism Training for Project B;
- iv) Increase equipment funds, in the amount of \$245,000, for Equipment Purchase and Maintenance for Project B;
- v) Extend the equipment deliverable date to 10/31/12, for Equipment Purchase and Maintenance for Project B; and
- vi) Add equipment funds, in the amount of \$340,100, for ALPR for Project B.

A revised Appendix A is attached to this Amendment and incorporated by reference as though fully set forth herein. The attached Appendix A supersedes all prior versions of Appendix A.

**d. Appendix B, Grant Assurances.** Appendix B contains the applicable grant assurances. Appendix B is not amended but SAN MATEO is re-signing Appendix B in executing this Amendment, to certify its current compliance with all applicable grant assurances.

**3. Effective Date.** Each of the modifications set forth in Section 2 shall be effective on and after the date of this Amendment.

**4. Legal Effect.** Except as expressly modified by this Amendment, all of the terms and conditions of the Agreement shall remain unchanged and in full force and effect.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed as of the date first specified herein.

CITY AND COUNTY OF SAN FRANCISCO:

COUNTY OF SAN MATEO:

SAN FRANCISCO DEPARTMENT OF  
EMERGENCY MANAGEMENT

By:

By:

\_\_\_\_\_  
ANNE KRONENBERG  
EXECUTIVE DIRECTOR

\_\_\_\_\_  
ADRIENNE J. TISSIER  
PRESIDENT, BOARD OF SUPERVISORS  
COUNTY OF SAN MATEO

Federal Tax ID #: 94-6000532

**Approved as to Form:**

Dennis J. Herrera  
City Attorney

**Attest:**

By:

\_\_\_\_\_  
Thomas Owen  
Deputy City Attorney

\_\_\_\_\_  
Clerk of the Board of Supervisors

Amended Appendices:

Amended Appendix A, Grant Timelines and Deliverables, dated March 1, 2012  
Appendix B, Grant Assurances, dated March 1, 2012

**Appendix A — Authorized Expenditures and Timelines**

**ENTITY: SAN MATEO COUNTY – FUSION CENTER/NORTHERN CALIFORNIA REGIONAL INTELLIGENCE CENTER (“NCRIC”)**

Total allocation to be spent on the following solution areas:

<b><u>UASI Project Title</u></b>	<b><u>Solution Area</u></b>	<b><u>Program Description</u></b>	<b><u>Deliverable Dates</u></b>	<b><u>Amount</u></b>
<p align="center"><b>Project B</b></p> <p align="center"><b>Information Analysis and Infrastructure Protection</b></p>	<p>Organization</p>	<p>San Mateo personnel assigned to the NCRIC in direct support of the goal and objectives pertaining to the prevention, protection, response and recovery from acts of terrorism.</p> <p>Staff to include:                      One (1) Deputy Sherriff,                      One (1) Lead Analyst,                      Five (5) Information/Crime Analysts,                      One (1) Program Planner,                      One (1) Information Technology Project Manager,                      One (1) Information Technology Contractor,                      One (1) Information Technology Support Contract,                      One (1) Private Sector Outreach Contractor,                      One (1) IT Equipment Manager</p> <p>Organization charts and completed job descriptions must be submitted to the UASI.</p> <p>SAN MATEO must submit the following with each reimbursement request: functional timesheets, payroll documentation showing payment of salaries and benefits, or cancelled checks.</p>	<p>7/1/2011-6/30/2012</p>	<p>Not to Exceed: \$1,171,628</p>

<p><b>Project B</b></p> <p><b>Information Analysis and Infrastructure Protection</b></p>	<p>Organization</p>	<p>Alameda County personnel assigned to the NCRIC in direct support of the goal and objectives pertaining to the prevention, protection, response and recovery from acts of terrorism.</p> <p>Staff to include: One (1) Deputy Sherriff</p> <p>Organization charts and completed job descriptions must be submitted to the UASI.</p> <p>SAN MATEO must submit the following with each reimbursement request: functional timesheets, payroll documentation showing payment of salaries and benefits, or cancelled checks.</p>	<p>7/1/2011-6/30/2012</p>	<p>Not to Exceed: \$161,431</p>
<p><b>Project B</b></p> <p><b>Information Analysis and Infrastructure Protection</b></p>	<p>Organization</p>	<p>Contra Costa County personnel assigned to the NCRIC in direct support of the goal and objectives pertaining to the prevention, protection, response and recovery from acts of terrorism.</p> <p>Staff to include: One(1) Sergeant</p> <p>Organization charts and completed job descriptions must be submitted to the UASI.</p> <p>SAN MATEO must submit the following with each reimbursement request: functional timesheets, payroll documentation showing payment of salaries and benefits, or cancelled checks.</p>	<p>7/1/2011-6/30/2012</p>	<p>Not to Exceed: \$213,092</p>
<p><b>Project B</b></p> <p><b>Information Analysis and Infrastructure Protection</b></p>	<p>Organization</p>	<p>Marin County personnel assigned to the NCRIC in direct support of the goal and objectives pertaining to the prevention, protection, response and</p>	<p>7/1/2011-6/30/2012</p>	<p>Not to Exceed: \$165,763</p>

		<p>recovery from acts of terrorism.</p> <p>Staff to include: One (1) Deputy Sherriff</p> <p>Organization charts and completed job descriptions must be submitted to the UASI.</p> <p>SAN MATEO must submit the following with each reimbursement request: functional timesheets, payroll documentation showing payment of salaries and benefits, or cancelled checks.</p>		
<p><b>Project B</b></p> <p><b>Information Analysis and Infrastructure Protection</b></p>	Organization	<p>Santa Clara County personnel assigned to the NCRIC in direct support of the goal and objectives pertaining to the prevention, protection, response and recovery from acts of terrorism.</p> <p>Staff to include: One (1) Deputy Sherriff</p> <p>Organization charts and completed job descriptions must be submitted to the UASI.</p> <p>SAN MATEO must submit the following with each reimbursement request: functional timesheets, payroll documentation showing payment of salaries and benefits, or cancelled checks.</p>	7/1/2011-6/30/2012	Not to Exceed: \$162,675
<p><b>Project B</b></p> <p><b>Information Analysis and Infrastructure Protection</b></p>	Organization	<p>City of San Jose personnel assigned to the NCRIC in direct support of the goal and objectives pertaining to the prevention, protection, response and recovery from acts of terrorism.</p> <p>Staff to include: One (1) Police Lieutenant</p>	7/1/2011-6/30/2012	Not to Exceed: \$227,308

		<p>Organization charts and completed job descriptions must be submitted to the UASI.</p> <p>SAN MATEO must submit the following with each reimbursement request: functional timesheets, payroll documentation showing payment of salaries and benefits, or cancelled checks.</p>		
<p><b>Project B</b></p> <p><b>Information Analysis and Infrastructure Protection</b></p>	Organization	<p>City of Oakland personnel assigned to the NCRIC in direct support of the goals and objectives pertaining to the prevention, protection, response and recovery from acts of terrorism.</p> <p>Staff to include: One (1) Fire Personnel</p> <p>Organization charts and completed job descriptions must be submitted to the UASI.</p> <p>SAN MATEO must submit the following with each reimbursement request: functional timesheets, payroll documentation showing payment of salaries and benefits, or cancelled checks.</p>	7/1/2011-6/30/2012	Not to Exceed: \$200,101
<p><b>Project B</b></p> <p><b>Information Analysis and Infrastructure Protection</b></p>	Organization	<p>City/County of San Francisco personnel assigned to the NCRIC in direct support of the goals and objectives pertaining to the prevention, protection, response and recovery from acts of terrorism.</p> <p>Staff to include representatives from the following departments: SFFD SFDES SFSD SFPD</p>	7/1/2011-6/30/2012	Not to Exceed: \$0

		<p>SAN MATEO is not responsible for costs for San Francisco personnel assigned to the NCRIC. Costs reflected here for budgetary purposes only.</p> <p>Costs NTE \$606,842.</p> <p>Organization charts and completed job descriptions must be submitted to the UASI.</p>		
<p><b>Project B</b></p> <p><b>Information Analysis and Infrastructure Protection</b></p>	Organization	<p>Operational Overtime:</p> <p>In support of efforts to enhance capabilities for detecting, deterring, disrupting, and preventing acts of terrorism. Operational overtime is allowable for increased security measures at critical infrastructure sites.</p>	7/1/2011-6/30/2012	Not to Exceed: \$35,000
<p><b>Project B</b></p> <p><b>Information Analysis and Infrastructure Protection</b></p>	Training	<p>Provide training in direct support of the goals and objectives pertaining to the prevention, protection, response and recovery from acts of terrorism.</p> <ul style="list-style-type: none"> <li>• All training courses require an approved EHP memo.</li> <li>• All expenses must be pre-approved by the UASI Director of Strategy and Compliance or designee prior to scheduling.</li> <li>• Training course expenses may include backfill/overtime, travel, tuition, per diem or other grant eligible expenses. Grant eligible training expenses are published in the FY 2010 Homeland Security Grant Program Guidance.</li> <li>• When seeking reimbursement for</li> </ul>	7/1/2011-6/30/2012	Not to Exceed: \$221,525

		<p>grant eligible training expenses, submit completed ledger page indicating course title, feedback number, sub category (e.g., OT, BF, Course Development).</p> <ul style="list-style-type: none"> <li>• Provide registration receipts and agendas.</li> <li>• Provide copies of sign in sheets (must have supervisor's signature).</li> <li>• All reimbursement requests must be submitted by not later than 9/30/12.</li> </ul>		
<p><b>Project B</b></p> <p><b>Information Analysis and Infrastructure Protection</b></p>	<p>Planning</p>	<p>Reimbursement for UASI grant eligible and Bay Area UASI pre-approved expenses. All expenses are for NCRIC operations and must be approved by a NCRIC Manager and the Bay Area UASI.</p>	<p>7/1/2011-6/30/2012</p>	<p>Not to Exceed: \$75,000</p>
<p><b>Project B</b></p> <p><b>Information Analysis and Infrastructure Protection</b></p>	<p>Equipment</p>	<p>Equipment to be purchased and used in direct support of the NCRIC mission, including Initial purchase and necessary maintenance costs as allowable under the Grant Guidance.</p> <p>An equipment list must be provided to the UASI Project Manager for review no later than 6/30/11.</p> <p>AEL#: 21GN-00-MAIN Digital Sandbox Maintenance</p> <p>AEL#: 13IT-00-DEXC AEL#: 13IT-00-DFSN Voice/Data/Integration Systems</p> <p>AEL#: 13IT-00-INTL Search and Index System</p> <p>AEL#: 04HW-01-INHW Networking IT Equipment and Supplies</p>	<p>7/1/2011-10/31/2012</p>	<p>Not to Exceed: \$745,000</p>

		<p>Reimbursement for equipment purchases requires:</p> <ul style="list-style-type: none"> <li>• If noted in the AEL, an approved EHP memo</li> <li>• As allowable under Federal guidelines, procurement of equipment must follow local policies and procedures for competitive purchasing.</li> <li>• At a minimum, more than one quote or bid must be obtained, unless a sole source is justified. If sole source approval is needed, the request must be transmitted to the UASI for request to the State.</li> <li>• Prior to reimbursement, sub-recipient must submit all invoices, AEL numbers, and a list of all equipment ID numbers and the deployed locations.</li> <li>• All reimbursement requests must be submitted by not later than 12/31/12.</li> </ul>		
<p><b>Project B</b></p> <p><b>Information Analysis and Infrastructure Protection</b></p>	Equipment	<p>Funds to purchase Joint Automated License Plate Reader (ALPR).</p> <p>AEL#: 13LE-00-SURV</p> <p>Reimbursement for equipment purchases requires:</p> <ul style="list-style-type: none"> <li>• If noted in the AEL, an approved EHP memo</li> <li>• As allowable under Federal guidelines, procurement of equipment must follow local policies and procedures for competitive purchasing.</li> <li>• At a minimum, more than one quote or bid must be obtained, unless a sole source is justified. If sole source</li> </ul>	3/1/2012-10/31/2012	Not to Exceed; \$340,100

		<p>approval is needed, the request must be transmitted to the UASI for request to the State.</p> <ul style="list-style-type: none"> <li>• Prior to reimbursement, sub-recipient must submit all invoices, AEL numbers, and a list of all equipment ID numbers and the deployed locations.</li> </ul> <p>All reimbursement requests must be submitted by not later than 12/31/12.</p>		
		<b>TOTAL ALLOCATION</b>		<b>NOT TO EXCEED: \$3,718,623</b>

**A. Overview of Services and Deliverables.**

1. SAN MATEO shall serve as the fiscal agent for and continue to operate, manage and maintain the NCRIC, a collaborative Bay Area regional fusion center established effective January 1, 2009 to allow information sharing in an effort to prevent, protect against and respond to terrorist acts in the region. The NCRIC shall be staffed by regional personnel as indicated in Appendix A.
2. SAN MATEO shall ensure that all NCRIC operations conform with and incorporate fusion center best practices as found in, at a minimum:
  - a. "The Strategic Business Plan Concept of Operations California State Terrorism Threat Assessment System" – 2008
  - b. "Baseline Capabilities for State and Major Urban Area Fusion Centers – A Supplement to the Fusion Center Guidelines" – 2008
  - c. "Privacy and Civil Liberties Policy Development Guide - 2008"
  - d. "National Strategy for Information Sharing – Successes and Challenges in Improving Terrorism-Related Information Sharing" – 2007
  - e. "The National Infrastructure Protection Plan and the Sector-Specific Plans" - 2007
  - f. "Fusion Center Guidelines – Developing and Sharing Information and Intelligence in a New Era" – 2006
  - g. "Applying Security Practices to Justice Information Sharing" - 2004
  - h. "The National Criminal Intelligence Sharing Plan" – 2003
3. SAN MATEO shall ensure that:
  - a. The NCRIC supports and covers the fifteen Bay Area counties in the Northern District of California (Alameda, Contra Costa, Del Norte, Humboldt, Lake, Marin, Mendocino, Monterey, Napa, San Francisco, San Mateo, San Benito, Santa Clara, Santa Cruz and Sonoma).
  - b. The NCRIC provides analytic and technical resources to collect, evaluate, analyze and disseminate timely information related to terrorist threats to government and private sector agencies that have a legal need and right to know the information.

- c. The NCRIC provides a platform for interagency cooperation, communication, training and technical/equipment support to the jurisdictions located in the NCRIC area.
- d. The NCRIC provides training and vulnerability assessments to governmental and private sector Critical Infrastructure and Key Resource ("CI/KR") facilities in an effort to mitigate the potential exploitation of vulnerabilities by terrorist groups.

4. Under a prior agreement the NCRIC developed a Privacy Protection Policy, setting a policy and procedures ensuring that NCRIC activities protect the privacy, civil liberties, and other legal rights of all individuals. SAN MATEO shall ensure NCRIC personnel review the standing Privacy Protection Policy and update it as necessary to ensure it remains current and consistent with 28 CFR Part 23 and the Department Of Justice's Global "Privacy and Civil Liberties Policy Development Guide" – 2008.

5. Under a prior agreement the NCRIC developed the following materials:
- a. Regional Strategic Business Plan Concept of Operations ("CONOP"),
  - b. Standard Operating Procedures ("SOP") Manual, which includes, among other things, information-flow processes and contingency and continuity of operations plans.
  - c. Performance Plan for the NCRIC for the period July 1, 2009 through June 30, 2010,
  - d. Secure web based system for information related to NCRIC operations;
  - e. Notification Plan, including notification protocols for key leaders and partner agencies within the region;
  - f. Security Measures Plan,
  - g. Training Plan and Program,
  - h. Internal database for NCRIC personnel,
  - i. Suspicious Activity and Incident Reporting ("SAR") Process Plan,
  - j. Terrorism Liaison Officer Plan, and
  - k. CI/KR Vulnerability Assessment Plan.

SAN MATEO shall ensure the NCRIC personnel update these materials as necessary to ensure they are current and comply with all legal requirements, and maintain these materials in force and effect for the term of this Agreement. In addition, during the term of this Agreement, SAN MATEO shall ensure that the NCRIC implements and continues all plans and programs described above (a-k).

**B. Specific Services, Deliverables and Timelines**

SAN MATEO shall ensure that the NCRIC performs the following tasks and produces the following deliverables, on the schedule set forth below.

<b>Task</b>	<b>Description</b>	<b>Deliverable</b>	<b>Schedule/Due Date</b>
1.	The NCRIC will designate an individual to serve as the Privacy Officer for the NCRIC.  The NCRIC, through its Privacy Officer, shall review and if needed, update the Privacy Protection Policy for the NCRIC, setting a policy and procedures ensuring that NCRIC activities protect the privacy, civil liberties, and other legal rights of all individuals.	Designate a Privacy Officer for the NCRIC.	1a. 07/01/11

2.	The NCRIC shall review and if needed, update the NCRIC's CONOP for the exchange of homeland security and criminal information between federal, state, local and tribal public safety agencies in the NCRIC region. The CONOP shall include the lawful exchange of homeland security information with CI/KR facilities.	If updated, two (2) hard copies and an electronic version (in PDF and Microsoft Word 97-2003 format) of the CONOP delivered to UASI Management Team.	01/01/12
3.	The NCRIC shall review and if needed, update the SOP Manual that establishes and delineates the various job functions of the personnel assigned to the NCRIC. Contractor shall implement and enforce the procedures in the SOP Manual.	If updated, two (2) hard copies and an electronic version (in PDF and Microsoft Word 97-2003 format) of the SOP Manual delivered to UASI management team.	01/01/12
4.	The NCRIC shall prepare quarterly Performance Plan reports that measure NCRIC activity and performance. The report must provide a statistical accounting of the activities performed during that quarter and include annualized information.	Two (2) hard copies and an electronic version (in PDF and Microsoft Word 97-2003 format) of the Written Performance Plan quarterly reports submitted to both the NCHIDTA Executive Committee and UASI Management Team.	10/31/2011 1/31/2012 4/30/2012 8/30/2012
5.	The NCRIC shall coordinate outreach to public safety agencies and CI/KR facilities in the Counties of Alameda, Contra Costa, Del Norte, Humboldt, Lake, Marin, Mendocino, Monterey, Napa, San Francisco, San Mateo, San Benito, Santa Clara, Santa Cruz and Sonoma, to encourage, promote and ensure information sharing. The NCRIC shall prepare and submit a quarterly report documenting its outreach efforts,	Quarterly report on outreach activity included in quarterly Performance Plan reports.	10/31/2011 1/31/2012 4/30/2012 8/30/2012
6.	The NCRIC Lead Analysts shall provide support to the UASI in completing the Annual Data Call for DHS, using the information contained in the DSB Tool.	Meetings and Reports as requested.	Ongoing during term of Agreement.
7.	The NCRIC shall support a secure web based system. NCRIC	Operational and functioning secure	Ongoing during term of Agreement.

	<p>management shall determine which governmental personnel will be allowed to access the system. The NCRIC shall include the following information on the site:</p> <ol style="list-style-type: none"> <li>1) NCRIC training available,</li> <li>2) Analytical, technical, and equipment resources for entities in the Operational Area (OA).</li> <li>3) General contact information for personnel assigned as the points of contact for the various agencies throughout the OA.</li> <li>4) Other pertinent information to ensure successful information sharing and dissemination.</li> </ol> <p>The web based system shall include a method to allow external partners to access and provide information in relevant areas. The system will be designed to store and share state and local criminal intelligence information in compliance with 28 CFR Part 23 and any other applicable legal requirements.</p> <p>The NCRIC shall ensure that the website information is current by reviewing and as necessary updating the information in the system.</p>	<p>web based system.</p> <p>Review and update information.</p>	
8.	<p>The NCRIC shall update the NCRIC notification protocol list of key leaders and partner agencies within the region.</p> <p>The NCRIC shall review and if needed, update the NCRIC Notification Plan to use various systems, including e-mail, Short Message Service ("SMS"), and voice messaging, to communicate routine and crisis information to the key leaders and partner agencies in the region.</p>	<p>Two (2) hard copies and an electronic version (in PDF and Microsoft Word 97-2003 format) of notification protocol list due to UASI Management Team.</p> <p>If updated, two (2) hard copies and an electronic version (in PDF and Microsoft Word 97-2003 format) of the Notification Plan due to UASI Management Team and incorporated into</p>	<p>Provide any necessary updates during the Term of the Agreement</p>

		SOP.	
9.	The NCRIC shall review and if needed, update the information-flow process to identify how information is communicated between various groups and personnel (e.g. incoming and outgoing avenues of information - such as Terrorism Liaison Officers ("TLOs"), fusion centers, CalEMA, Regional Terrorism Threat Assessment Centers ("RTTACs"), etc.; communication mechanisms – such as Homeland Security Information Network ("HSIN"), FBI National Data Exchange ("NDex"), FBI Law Enforcement On-Line ("LEO"), FBI eGuardian, etc. The NCRIC shall incorporate any updates of the information flow schematic into the NCRIC SOP Manual.	If updated, two (2) hard copies and an electronic version (in PDF and Microsoft Word 97-2003 format) of the information flow schematic due to UASI Management Team and incorporated into SOP Manual.	01/01/12
10.	The NCRIC shall designate an individual to serve as the NCRIC Security Officer, responsible for developing, implementing, and enforcing the NCRIC Security Measures Plan.	Designate a Security Officer for the NCRIC.	07/01/11
11.	The NCRIC, through its Security Officer, shall review and if needed, update the Security Measures Plan for the NCRIC facility. The plan shall address, at a minimum: physical security, information systems security, and personnel and visitor security. This plan shall be consistent with “Applying Security Practices to Justice Information Sharing” – 2004. The NCRIC, through its Security Officer, shall implement and enforce the Security Measures Plan.	If updated, two (2) hard copies and an electronic version (in PDF and Microsoft Word 97-2003 format) of the Security Measures Plan due to UASI Management Team.	01/01/12
12.	1. The NCRIC shall review and if needed, update the NCRIC Training Plan to ensure that NCRIC personnel and partners understand the intelligence process and the NCRIC's mission, functions, plans, and procedures. The plan shall identify the basic training needs of the NCRIC personnel and	1. Review and if needed update Training Plan.  2. Follow Training Plan, implement Training Program, and ensure all new personnel begin training within 60	1. 10/31/11  2. Beginning 07/01/11 and continuing as needed, ongoing during term of Agreement.  3. 01/01/12

	<p>identify specialized training needed. This plan shall include a professional development plan to enhance analysts' critical thinking, research, writing, presentation, and reporting skills. Contractor shall implement the Training Plan through a Training Program.</p> <p>2. The NCRIC shall ensure all NCRIC personnel begin training within 60 days of assignment to NCRIC and will maintain a training file of personnel assigned to the NCRIC documenting their training.</p> <p>3. The NCRIC shall ensure any updates to the Training Plan and Training Program are incorporated into the SOP Manual.</p>	<p>days of assignment to the NCRIC.</p> <p>3. If updated, incorporate updates of the Training Plan and Program into SOP Manual.</p>	
13.	<p>The NCRIC shall support a common database where all NCRIC personnel can access the following information:</p> <p>1) Catalog of fusion center members, contact information, and their areas of responsibility. Contractor shall ensure this information is current at least every 6 months.</p> <p>2) Fusion center chain of command and organizational charts. Contractor shall ensure this information is current at least every 6 months.</p> <p>3) General information regarding ongoing and planned operations. Contractor shall ensure this information is current at least on a weekly basis.</p> <p>4) Calendar of events, training opportunities, etc. Contractor shall ensure this information is current at least on a weekly basis.</p> <p>5) Administrative announcements. Contractor shall ensure this information is current at least</p>	<p>13a. Database supported.</p> <p>13b. Provide NCRIC personnel with access to database.</p>	<p>13a. Ongoing during term of Agreement.</p> <p>13b. Ongoing during term of Agreement.</p>

	<p>on a weekly basis.</p> <p>6) A tracking system for internal and external support requests. Contractor shall ensure this information is current on a daily basis.</p>		
14.	<p>The NCRIC shall review and if needed update NCRIC contingency and continuity-of-operations plans to ensure sustained operations of information technology systems and other mission critical functions and ensure performance of these functions, if necessary, at an alternate location.</p>	<p>If updated, two (2) hard copies and one electronic version (in PDF and Microsoft Word 97-2003 format) of contingency and continuity-of-operations plans due to UASI Management Team and incorporated into NCRIC SOP Manual.</p>	10/31/11
15.	<p>The NCRIC shall provide, at a minimum, the following services to facilitate the Bay Area region's exchange of homeland security information and protection of CI/KR facilities:</p> <ol style="list-style-type: none"> <li>1) Weekly updates through the SAR report.</li> <li>2) Monthly situational-awareness bulletins for official use only ("FOUO") dissemination describing issues of concern and threats related to homeland security</li> <li>3) Threat trend-assessment reports as needed</li> <li>4) Briefings as needed to CI/KR facility managers of the 18 sectors identified by DHS, regarding services available, vulnerability mitigation and general threat information.</li> <li>5) Bulletins as needed based on specific threats to CI/KR facilities and disseminate the information to those facilities that have a need and right to know the information based on 28 CFR Part 23.</li> <li>6) Products and services in response to emerging or current threats on an as-</li> </ol>	<p>Reports, bulletins, products, services and briefings to the NCRIC regional partners and the UASI Management Team.</p>	<p>As needed or requested throughout the term of the agreement.</p>

	<p>needed basis as determined by NCRIC management or as requested by those agencies to which the NCRIC provides services (e.g. risk assessments, SARs, alerts, warnings, notifications, situational awareness reporting, etc.)</p>		
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## 2. Reports

The NCRIC will submit written reports as requested by the UASI Management Team.

## 3. Department Liaison

The NCRICs liaison with the UASI Management Team will be Kevin Jensen.

- **All requests for reimbursements must be submitted by DECEMBER 31, 2012, unless an earlier deadline is set in this Appendix.**
- **Authorized expenditures must fall into one of the following categories: Planning, Organization, Equipment, Training, or Exercises. Descriptions of authorized expenditures are in the following documents:**
  - *FY 2010 Homeland Security Grant Program, Guidance and Application Kit dated December, 2009:* [http://www.fema.gov/pdf/government/grant/2010/fy10\\_hsgp\\_kit.pdf](http://www.fema.gov/pdf/government/grant/2010/fy10_hsgp_kit.pdf)
  - *California Supplement to Federal Program Guidance and Application Kit:* [http://www.calema.ca.gov/WebPage/oeswebsite.nsf/ClientOESFileLibrary/Homeland%20Security%20Files/\\$file/FY10HSGPSupplementGuidance.pdf](http://www.calema.ca.gov/WebPage/oeswebsite.nsf/ClientOESFileLibrary/Homeland%20Security%20Files/$file/FY10HSGPSupplementGuidance.pdf)
  - *Authorized Equipment List:* [www.rkb.us](http://www.rkb.us)
  - *Office of Justice Programs Financial and Administrative Guide for Grants:* <http://www.ojp.usdoj.gov/financialguide/>
- **Any equipment purchased under this Agreement must match the UASI 2010 Grant Application Workbook. Any modification to the inventory list in that Workbook must receive prior written approval from by the Bay Area UASI Program Manager. Subrecipients shall mark all equipment purchased with grant funds with the following statement; “Purchased with funds provided by the US DHS.”**
- **No Management and Administration expenses are allowed, unless expressly identified and authorized in this Appendix.**
- **Sustainability requirements may apply to some or all of the grant funded projects or programs authorized in this Appendix. See Agreement, ¶3.12.**
- **All EHP documentation must be submitted and approved prior to any expenditure of funds requiring EHP submission.**

## Appendix B-- Grant Assurances

Name of Jurisdiction: San Mateo County – Northern California Regional Intelligence Center

Name of Authorized Agent: Greg Munks, Sheriff

Address: 400 County Center, 3<sup>rd</sup> Floor

City: Redwood City State: CA Zip Code: 94063

Telephone Number: (650) 599-1664

Fax Number: (650) 599-1327

E-Mail Address: [rbrooks@ncric.org](mailto:rbrooks@ncric.org)

As the duly authorized representative of SAN MATEO, I certify that SAN MATEO:

1. Will assure that grant funds will support efforts related to providing an integrated mechanism to enhance the coordination of national priority efforts to prevent, respond to, and recover from terrorist attacks, major disasters and other emergencies.
2. Has the legal authority to apply for Federal assistance and has the institutional, managerial and financial capability to ensure proper planning, management and completion of the grant provided by the U.S. Department of Homeland Security (DHS)/Federal Emergency Management Agency (FEMA) and sub-granted through the State of California, California Emergency Management Agency (Cal EMA).
3. Will assure that grant funds are used for allowable, fair, and reasonable costs only and will not be transferred between grant programs (for example: State Homeland Security Program, Urban Area Security Initiative, Citizen Corps Program, and Metropolitan Medical Response System) or fiscal years.
4. Will comply with any cost sharing commitments included in the FY2010 Investment Justifications submitted to DHS/FEMA/Cal EMA, where applicable.
5. Will give the Federal government, the General Accounting Office, the Comptroller General of the United States, the State of California, the Office of Inspector General, through any authorized representative, access to, and the right to examine, all paper or electronic records, books, or documents related to the award; and will establish a proper accounting system in accordance with generally accepted accounting standards and/or awarding agency directives.
6. Agrees that funds utilized to establish or enhance State and Local fusion centers must support the development of a statewide fusion process that corresponds with the Global Justice/Homeland Security Advisory Council (HSAC) Fusion Center Guidelines, follow the Federal and State approved privacy policies, and achieve (at a minimum) baseline level of capability as defined by the Fusion Capability Planning Tool.

7. Will provide progress reports, and other such information as may be required by the awarding agency, including the Initial Strategy Implementation Plan (ISIP) within 45 (forty-five) days of the award, and update via the Grant Reporting Tool (GRT) twice each year.
8. Will initiate and complete the work within the applicable time frame after receipt of approval from Cal EMA.
9. Will maintain procedures to minimize the time elapsing between the award of funds and the disbursement of funds.
10. Will comply with all provisions of DHS/FEMA's codified regulation 44, Part 13, Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments, including the payment of interest earned on advances.
11. Will establish safeguards to prohibit employees from using their positions for a purpose that constitutes, or presents the appearance of, personal or organizational conflict of interest, or personal gain for themselves or others, particularly those with whom they have family, business, or other ties.
12. Understands and agrees that Federal funds will not be used, directly or indirectly, to support the enactment, repeal, modification or adoption of any law, regulation, or policy, at any level of government, without the express prior written approval from DHS/FEMA/Cal EMA.
13. Agrees that, to the extent contractors or subcontractors are utilized, will use small, minority-owned, women-owned, or disadvantaged business concerns and contractors or subcontractors to the extent practicable.
14. Will notify Cal EMA of any developments that have a significant impact on award-supported activities, including changes to key program staff.
15. Will comply, if applicable, with the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. §§ 4801 et seq.) which prohibits the use of lead based paint in construction or rehabilitation of structures.
16. Will comply with all Federal and State Statutes relating to Civil Rights and Nondiscrimination. These include, but are not limited to:
  - a. Title VI of the Civil Rights Act of 1964 (P.L. 88-352), as amended, which prohibits discrimination on the basis of race, color or national origin.
  - b. Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §§ 1681-1683 and 1685-1686), which prohibits discrimination on the basis of gender.
  - c. Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794), which prohibits discrimination on the basis of handicaps.
  - d. The Age Discrimination Act of 1975, as amended (42 U.S.C. §§ 6101-6107), which prohibits discrimination on the basis of age.
  - e. The Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse.

- f. The Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism.
  - g. §§ 523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. 290 dd-3 and 290 ee-3), as amended, relating to confidentiality of alcohol and drug abuse patient records.
  - h. Title VIII of the Civil Rights Act of 1968 (42 U.S.C. § 3601 et seq.), as amended, relating to nondiscrimination in the sale, rental or financing of housing.
  - i. Title 44 Code of Federal Regulations (CFR) Parts 7, 16, and 19 relating to nondiscrimination.
  - j. The requirements on any other nondiscrimination provisions in the specific statute(s) under which the application for Federal assistance is being made.
  - k. Will, in the event that a Federal or State court or Federal or State administrative agency makes a finding of discrimination after a due process hearing on the grounds or race, color, religion, national origin, gender, or disability against a recipient of funds, the recipient will forward a copy of the finding to the Office of Civil Rights, Office of Justice Programs.
  - l. Will provide an Equal Employment Opportunity Plan, if applicable, to the Department of Justice Office of Civil Rights within 60 days of grant award.
  - m. Will comply, and assure the compliance of all its subgrantees and contractors, with the nondiscrimination requirements and all other provisions of the current edition of the Office of Justice Programs Financial and Administrative Guide for Grants, M7100.1.
17. Will comply with the requirements of Titles II and III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (42 U.S.C. § 4601 et seq. [P.L. 91-646]) which provides for fair and equitable treatment of persons displaced or whose property is acquired as a result of Federal or Federally assisted programs. These requirements apply to all interested in real property acquired for project purposes regardless of Federal participation in purchases. Will also comply with Title 44 CFR, Part 25, Uniform Relocation Assistance and Real Property Acquisition for Federal and Federally-assisted programs.
18. Will comply, if applicable, with the flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973 (P.L. 93-234) which requires recipients in a special flood hazard area to participate in the program and to purchase flood insurance if the total cost of insurable construction and acquisition is ten thousand dollars (\$10,000) or more.
19. Will comply with all applicable Federal, State, and Local environmental and historical preservation (EHP) requirements. Failure to meet Federal, State, and Local EHP requirements and obtain applicable permits may jeopardize Federal funding. Will comply with all conditions placed on any project as the result of the EHP review; any change to the scope of work of a project will require reevaluation of compliance with these EHP requirements.
20. Agrees not to undertake any project having the potential to impact the EHP resources without the prior written approval of DHS/FEMA/Cal EMA, including, but not limited to, ground disturbance, construction, modification to any structure, physical security enhancements, communications towers, and purchase and/or use of any sonar equipment. The subgrantee

must comply with all conditions placed on the project as a result of the EHP review. Any construction- related activities initiated without the necessary EHP review and approval will result in a noncompliance finding, and may not be eligible for reimbursement with DHS/FEMA/Cal EMA funding. Any change to the scope of work will require re-evaluation of compliance with the EHP. If ground-disturbing activities occur during the project implementation, the subgrantee must ensure monitoring of the disturbance. If any potential archeological resources are discovered, the subgrantee will immediately cease activity in that area and notify DHS/FEMA/Cal EMA and the appropriate State Historic Preservation Office.

21. Will ensure that the facilities under its ownership, lease or supervision, which shall be utilized in the accomplishment of this project, are not on the Environmental Protection Agency's (EPAs) List of Violating Facilities, and will notify Cal EMA and the Federal Grantor agency of the receipt of any communication from the Director of the EPA Office of Federal Activities indicating if a facility to be used in the project is under consideration for listing by the EPA.
22. Will provide any information requested by DHS/FEMA/Cal EMA to ensure compliance with applicable laws, including the following:
  - a. Institution of environmental quality control measures under the National Environmental Policy Act, National Historical Preservation Act, Archaeological and Historic Preservation Act, Endangered Species Act, and Executive Orders on Floodplains (11988), Wetlands (11990) and Environmental Justice (EO12898) and Environmental Quality (EO11514).
  - b. Notification of violating facilities pursuant to EO 11738.
  - c. Assurance of project consistency with the approved state management program developed under the Coastal Zone Management Act of 1972 (16 U.S.C. §§ 1451 et seq.).
  - d. Conformity of Federal actions to State (Clean Air) Implementation Plans under Section 176(c) of the Clean Air Act of 1955, as amended (42 U.S.C. § 7401 et seq.).
  - e. Protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended, (P.L. 93-523).
  - f. California Environmental Quality Act (CEQA). California Public Resources Code Sections 21080-21098. California Code of Regulations, Title 14, Chapter 3 Section 15000-15007.
  - g. Wild and Scenic Rivers Act of 1968 (16 U.S.C. §§ 1271 et seq.) related to protecting components or potential components of the national wild and scenic rivers system.
  - h. Applicable provisions of the Coastal Barrier Resources Act (P.L. 97-348) dated October 19, 1982 (16 USC 3501 et seq.) which prohibits the expenditure of most new Federal funds within the units of the Coastal Barrier Resources System.
23. Will comply with Standardized Emergency Management System (SEMS) requirements as stated in the California Emergency Services Act, Government Code, Chapter 7 of Division 1 of Title 2, Section 8607.1(e) and CCR Title 19, Sections 2445, 2446, 2447, and 2448.
24. Agrees that all publications created or published with funding under this grant shall prominently contain the following statement: *"This document was prepared under a grant from FEMA's Grant Programs 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 Grant Programs Directorate or the U.S. Department of Homeland Security.*" The recipient also agrees that, when practicable, any equipment purchased with grant funding shall be prominently marked as follows: *"Purchased with funds provided by the U.S. Department of Homeland Security."*

25. Acknowledges that DHS/FEMA reserves a royalty-free, nonexclusive, and irrevocable license to reproduce, publish, or otherwise use, and authorize others to use, for Federal government purposes: a) the copyright in any work developed under an award or sub-award; and b) any rights of copyright to which a recipient or sub-recipient purchases ownership with Federal support.
26. The recipient agrees to consult with DHS/FEMA/Cal EMA regarding the allocation of any patent rights that arise from, or are purchased with, this funding.
27. Has requested through the State of California, Federal financial assistance to be used to perform eligible work approved in the submitted application for Federal assistance and after the receipt of Federal financial assistance, through the State of California, agrees to the following:
  - a. Promptly return to the State of California all the funds received which exceed the approved, actual expenditures as accepted by the Federal or State government.
  - b. In the event the approved amount of the grant is reduced, the reimbursement applicable to the amount of the reduction will be promptly refunded to the State of California.
  - c. Separately account for interest earned on grant funds, and will return all interest earned, in excess of \$100 per Federal Fiscal Year.
28. Will comply with the Intergovernmental Personnel Act of 1970 (42 U.S.C. Sections 4728-4763) relating to prescribed standards for merit systems for programs funded under one of the nineteen statutes or regulations specified in Appendix A of OPM's Standards for a Merit System of Personnel Administration (5 C.F.R. 900, Subpart F).
29. Will comply with provisions of the Hatch Act (5 U.S.C. Sections 1501-1508 and 7324-7328) which limit the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.
30. Will comply, if applicable, with P.L. 93-348 regarding the protection of human subjects involved in research, development, and related activities supported by this award of assistance.
31. Will comply, if applicable, with the Laboratory Animal Welfare Act of 1966 (P. L. 89-544, as amended, 7 U.S.C. 2131 et seq.) pertaining to the care, handling, and treatment of warm blooded animals held for research, teaching, or other activities supported by this award of assistance.
32. Will comply with the minimum wage and maximum hour provisions of the Federal Fair Labor Standards Act (29 U.S.C. 201), as they apply to employees of institutions of higher education, hospitals, and other non-profit organizations.

33. Will comply, as applicable, with the provisions of the Davis-Bacon Act (40 U.S.C. Section 276a to 276a-7), the Copeland Act (40 U.S.C. Section 276c and 18 U.S.C. Sections 874), and the Contract Work Hours and Safety Standards Act (40 U.S.C. Sections 327-333), regarding labor standards for Federally-assisted construction sub-agreements.
34. Agrees that:
- a. 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 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.
  - b. If any other funds 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 an employee of Congress, or employee of a Member of Congress in connection with the Federal grant or cooperative agreement, the undersigned shall complete and submit Standard Form LLL, "Disclosure of Lobbying Activities," in accordance with its instructions.
  - c. The undersigned shall require that the language of this certification be included in the award documents for all sub awards at all tiers including subgrants, contracts under grants and cooperative agreements, and subcontract(s) and that all sub recipients shall certify and disclose accordingly.
  - d. 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.
35. Agrees that equipment acquired or obtained with grant funds:
- a. Will be made available pursuant to applicable terms of the California Disaster and Civil Defense Master Mutual Aid Agreement in consultation with representatives of the various fire, emergency medical, hazardous materials response services, and law enforcement agencies within the jurisdiction of the applicant, and deployed with personnel trained in the use of such equipment in a manner consistent with the California Law Enforcement Mutual Aid Plan or the California Fire Services and Rescue Mutual Aid Plan.
  - b. Is consistent with needs as identified in the State Homeland Security Strategy and will be deployed in conformance with that Strategy.
36. Agrees that funds awarded under this grant will be used to supplement existing funds for program activities, and will not supplant (replace) non-Federal funds.
37. Will comply with all applicable Federal statutes, regulations, policies, guidelines and requirements, including OMB Circulars A102 and A-133, E.O. 12372 and the current Administrative Requirements, Cost Principles, and Audit Requirements.

38. Will comply with all provisions of 2 CFR, including: Part 215 Uniform Administrative Requirements for Grants and Agreements with Institutions of Higher Education, Hospitals, and Other Non-Profit Organizations (OMB Circular A-110); Part 225 Cost Principles for State, Local and Indian Tribal Governments (OMB Circular A-87); Part 220 Cost Principles for Educational Institutions (OMB Circular A-21); Part 230 Cost Principles for Non-Profit Organizations (OMB Circular A-122).
39. Will comply with Subtitle A, Title II of the Americans with Disabilities Act (ADA) 1990.
40. Agrees to cooperate with any assessments, national evaluation efforts, or information or data collection requests, including, but not limited to, the provision of any information required for the assessment or evaluation of any activities within this agreement.
41. Will comply with Federal Acquisition Regulations (FAR), part 31.2 Contract Cost Principles and Procedures, Contracts with Commercial Organizations.
42. Will comply with the financial and administrative requirements set forth in the current edition of the DHS Financial Management Guide.
43. Agrees that all allocations and use of funds under this grant will be in accordance with the FY 2010 Homeland Security Grant Program Guidance and Application Kit, and the California Supplement to the FY 2010 Homeland Security Grant Program Guidance and Application Kit. All allocations and use of funds under this grant will be in accordance with the Allocations, and use of grant funding must support the goals and objectives included in the State and/or Urban Area Homeland Security Strategies as well as the investments identified in the Investment Justifications which were submitted as part of the California FY2010 Homeland Security Grant Program application. Further, use of FY10 funds is limited to those investments included in the California FY10 Investment Justifications submitted to DHS/FEMA/Cal EMA and evaluated through the peer review process.
44. Will not make any award or permit any award (subgrant or contract) to any party which is debarred or suspended or is otherwise excluded from or ineligible for participation in Federal assistance programs under Executive Order 12549 and 12689, "Debarment and Suspension".
45. As required by Executive Order 12549, Debarment and Suspension, and implemented at 44 CFR Part 17, for prospective participants in primary covered transactions,
  - a. The applicant certifies that it and its principals:
    - i. Are not presently debarred, suspended, proposed for debarment, declared ineligible, sentenced to a denial of Federal benefits by a State or Federal court, or voluntarily excluded from covered transactions by any Federal department or agency.
    - ii. Have not within a three-year period preceding this application been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement,

- theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property.
- iii. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and have not within a three-year period preceding this application had one or more public transactions (Federal, State, or local) terminated for cause or default; and
  - b. Where the applicant is unable to certify to any of the statements in this certification, he or she shall attach an explanation to this application.
46. Agrees to comply with the Drug-Free Workplace Act of 1988, and certifies that it will or will continue to provide a drug-free workplace by:
- a. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition.
  - b. Establishing an on-going drug-free awareness program to inform employees about:
    - i. The dangers of drug abuse in the workplace;
    - ii. The grantee's policy of maintaining a drug-free workplace;
    - iii. Any available drug counseling, rehabilitation, and employee assistance programs; and
    - iv. The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace.
  - c. Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph (a).
  - d. Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the grant, the employee will
    - i. Abide by the terms of the statement; and
    - ii. Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction.
  - e. Notifying the agency, in writing, within 10 calendar days after receiving notice under subparagraph (d)(2) from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to:

Department of Justice, Office of Justice Programs  
ATTN: Control Desk  
633 Indiana Avenue, N.W.  
Washington, D.C. 20531

Notice shall include the identification number(s) of each affected grant.

- f. Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph (d)(2), with respect to any employee who is so convicted.

- i. Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or
- ii. Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency.
- g. Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (a), (b), (c), (d), (e), and (f).

47. Will comply with all applicable requirements of all other Federal and State laws, executive orders, regulations, program and administrative requirements, policies and any other requirements governing this program.

48. Understands that failure to comply with any of the above assurances may result in suspension, termination, or reduction of grant funds.

The undersigned represents that he/she is authorized by SAN MATEO to execute these Grant Assurances for and on behalf of SAN MATEO.

Signature of Authorized Agent: \_\_\_\_\_

Printed Name of Authorized Agent: Greg Munks

Title: Sheriff Date: \_\_\_\_\_