

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

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 **TWO MILLION, THREE HUNDRED FORTY-TWO THOUSAND, TWO HUNDRED NINETEEN DOLLARS (\$2,342,219)**.

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, TEN THOUSAND, TWO HUNDRED SEVENTY-SEVEN DOLLARS (\$3,010,277)**.

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

6.1 Indemnification. 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:

6.1 **Indemnification.** 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) Add equipment funds, in the amount of \$259,900, for Automated License Plate Recognition (ALPR) for Project B;
- ii) Add equipment funds, in the amount of \$138,372, for Mobile Field Force (MFF) for Project B;
- iii) Add training funds, in the amount of \$67,464, for Mobile Field Force (MFF) for Project B;
- iv) Increase equipment funds, in the amount of \$432, for Rescue Boat for Project D;
- v) Increase equipment funds, in the amount of \$18,587, for Tactical Intervention Vehicle for Project D;
- vi) Decrease equipment funds, in the amount of \$19,019, for Chemical Detector for Project D;
- vii) Add equipment funds, in the amount of \$34,000, for CERT Kits for Project F;
- viii) Add equipment funds, in the amount of \$100,000, for Reference Materials/Resources for Project F; and
- ix) Add equipment funds, in the amount of \$68,322, for WEB EOC Hardware for Project F.

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 First 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

PRESIDENT, BOARD OF SUPERVISORS
COUNTY OF SAN MATEO

Federal Tax ID #: 94-6000532

Approved as to Form:

Attest:

Dennis J. Herrera
City Attorney

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**

Total allocation to be spent on the following solution areas:

<u>UASI Project Title</u>	<u>Solution Area</u>	<u>Program Description</u>	<u>Deliverable Dates</u>	<u>Amount</u>
Project B Information Analysis and Infrastructure Protection	Equipment	<p>Funds to purchase Multi Camera Automated License Plate Reader Mobile Trailers and the necessary configuration for the West Bay Information Sharing Initiative.</p> <p>AEL #14SW-01-SIDV</p> <p>Reimbursement for equipment purchases require:</p> <ul style="list-style-type: none"> • An approved EHP memo if applicable • As allowable under Federal guidelines, procurement of equipment must follow local policies and procedures for competitive purchasing. If sole source approval is needed, SAN MATEO must transmit the request to the UASI for request to the State. • Prior to reimbursement, SAN MATEO must submit all invoices, AEL numbers, and a list of all equipment ID numbers and the deployed locations. <p>Final deadline to submit a Reimbursement Request is 11/30/2012.</p>	10/31/2012	Not to Exceed: \$259,900
Project B Information Analysis and Infrastructure Protection	Equipment	<p>Funds to purchase identified and approved equipment for Mobile Field Force Regional Response Team.</p> <p>AEL# 12TR-00-TEQP AEL# 12VE-00-SPEC AEL# 01ZA-03-EYEP AEL# 01LE-01-HLMT AEL# 01LE-01-SHLD AEL# 01LE-02-BDUS AEL# 01ZP-00-GBAG</p> <p>Reimbursement for equipment purchases require:</p> <ul style="list-style-type: none"> • A Performance Bond is required for the vehicle. • An approved EHP memo if applicable 	9/30/2012	Not to Exceed: \$138,372

		<ul style="list-style-type: none"> As allowable under Federal guidelines, procurement of equipment must follow local policies and procedures for competitive purchasing. If sole source approval is needed, SAN MATEO must transmit the request to the UASI for request to the State. Prior to reimbursement, SAN MATEO must submit all invoices, AEL numbers, and a list of all equipment ID numbers and the deployed locations. <p>Final deadline to submit a Reimbursement Request is 11/30/2012.</p>		
<p>Project B Information Analysis and Infrastructure Protection</p>	Training	<p>Funds to support the training identified for the Mobile Field Force Regional Response Team in cooperation with San Francisco Police Department.</p> <ul style="list-style-type: none"> All training courses require an approved EHP memo. All expenses must be pre-approved by the UASI Director of Strategy and Compliance or designee prior to scheduling. 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. When seeking reimbursement for grant eligible training expenses, submit completed ledger page indicating course title, feedback number, sub category (e.g., OT, BF, Course Development). Provide registration receipts and agendas. Provide copies of sign in sheets (must have supervisor's signature). 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 	10/31/2012	Not to Exceed: \$67,464

		<p>Directorate or the U.S. Department of Homeland Security.”</p> <p>All reimbursement requests must be submitted by not later than 11/30/12.</p>		
Project C Interoperable Communications	Equipment	<p>Funds to purchase TENS Notification System, a public notification, alert and warning service that draws from a wire lined telephone database used to notify residents in the event of an emergency.</p> <p>AEL#: 04AP-09-ALRT AEL#: 21GN-00-MAIN</p> <p>Reimbursement for equipment purchases require:</p> <ul style="list-style-type: none"> • An approved EHP memo if applicable. • As allowable under Federal guidelines, procurement of equipment must follow local policies and procedures for competitive purchasing. If sole source approval is needed, SAN MATEO must transmit the request to the UASI for request to the State. • Prior to reimbursement, SAN MATEO must submit all invoices, AEL numbers, and a list of all equipment ID numbers and the deployed locations. • Final deadline to submit a Reimbursement Request is 11/30/2012. 	9/30/2012	Not to Exceed: \$146,000
Project C Interoperable Communications	Equipment	<p>Funds to purchase SMC Alert - Opt in e-mail/digital messaging system used by public agencies and the public for notification of emergencies and events.</p> <p>AEL#: 04AP-09-ALRT</p> <p>Reimbursement for equipment purchases require:</p> <ul style="list-style-type: none"> • An approved EHP memo if applicable • As allowable under Federal guidelines, procurement of equipment must follow local policies and procedures for competitive purchasing. If sole source approval is needed, SAN MATEO must transmit the request to the UASI for request to the State. • Prior to reimbursement, SAN MATEO must submit all invoices, 	9/30/2012	Not to Exceed: \$37,000

		<p>AEL numbers, and a list of all equipment ID numbers and the deployed locations.</p> <ul style="list-style-type: none"> Final deadline to submit a Reimbursement Request is 11/30/2012. 		
Project C Interoperable Communications	Equipment	<p>Funds to purchase Siren Interface/Maintenance - Sirens on the coast used to notify residents of impending disasters or emergencies.</p> <p>AEL#: 04AP-09-ALRT AEL#: 21GN-00-MAIN</p> <p>Reimbursement for equipment purchases require:</p> <ul style="list-style-type: none"> An approved EHP memo id applicable. As allowable under Federal guidelines, procurement of equipment must follow local policies and procedures for competitive purchasing. If sole source approval is needed, SAN MATEO must transmit the request to the UASI for request to the State. Prior to reimbursement, SAN MATEO must submit all invoices, AEL numbers, and a list of all equipment ID numbers and the deployed locations. Final deadline to submit a Reimbursement Request is 11/30/2012. 	9/30/2012	Not to Exceed: \$17,000
Project C Interoperable Communications	Equipment	<p>Funds to purchase interoperable communications equipment for the 700MHz P25 Radio Sites.</p> <p>Interoperable Communications Equipment: 06CP-03-REPT, 06CP-03-TOWR, 06-CP-02-BRDG</p> <p>Reimbursement for equipment purchases require:</p> <ul style="list-style-type: none"> An approved EHP memo As allowable under Federal guidelines, procurement of equipment must follow local policies and procedures for competitive purchasing. If sole source approval is needed, SAN MATEO must transmit the request to the UASI for request to the State. A Performance Bond is required for this project. 	9/30/2012	Not to Exceed: \$1,440,000

		<ul style="list-style-type: none"> • A project plan, to include all AEL#,s, and a project schedule must be submitted to the UASI Interoperability Program Manager no later than June 30, 2011. • Prior to reimbursement, SAN MATEO must submit all invoices, AEL numbers, and a list of all equipment ID numbers and the deployed locations. • Final deadline to submit a Reimbursement Request is 11/30/2012. 		
Project D CBRNE	Equipment	<p>Funds to purchase enhancement parts for the South San Francisco Fire Department Rescue Boat.</p> <p>AEL# 17WC-00-BOAT</p> <p>Reimbursement for equipment purchases require:</p> <ul style="list-style-type: none"> • An approved EHP memo • As allowable under Federal guidelines, procurement of equipment must follow local policies and procedures for competitive purchasing. If sole source approval is needed, SAN MATEO must transmit the request to the UASI for request to the State. • Prior to reimbursement, SAN MATEO must submit all invoices, AEL numbers, and a list of all equipment ID numbers and the deployed locations. • Final deadline to submit a Reimbursement Request is 9/30/2012. 	6/30/2012	Not to Exceed: \$25,432
Project D CBRNE	Equipment	<p>Funds to purchase one Urban Search and Rescue Logistical Command/Support Vehicle:</p> <p>AEL# 12VE-00-CMDV</p> <p>Reimbursement for equipment purchases require:</p> <ul style="list-style-type: none"> • An approved EHP memo • A Performance Bond is required. • As allowable under Federal guidelines, procurement of equipment must follow local policies and procedures for competitive purchasing. If sole source approval is needed, SAN MATEO must transmit the request to the UASI for 	9/30/2012	Not to Exceed: \$300,000

		<p>request to the State.</p> <ul style="list-style-type: none"> • Prior to reimbursement, SAN MATEO must submit all invoices, AEL numbers, and a list of all equipment ID numbers and the deployed locations. • Final deadline to submit a Reimbursement Request is 11/30/2012. 		
Project D CBRNE	Equipment	<p>Funds to purchase one Tactical Intervention Vehicle:</p> <p>AEL# 12VE-00-MISS</p> <p>Reimbursement for equipment purchases require:</p> <ul style="list-style-type: none"> • An approved EHP memo • A Performance Bond is required. • As allowable under Federal guidelines, procurement of equipment must follow local policies and procedures for competitive purchasing. If sole source approval is needed, SAN MATEO must transmit the request to the UASI for request to the State. • Prior to reimbursement, SAN MATEO must submit all invoices, AEL numbers, and a list of all equipment ID numbers and the deployed locations. • Final deadline to submit a Reimbursement Request is 11/30/2012. 	9/30/2012	Not to Exceed: \$318,587
Project D CBRNE	Equipment	<p>Funds to purchase chemical detector equipment.</p> <p>AEL#: 07CD-02-DLSP</p> <p>Reimbursement for equipment purchases require:</p> <ul style="list-style-type: none"> • An approved EHP memo • A Performance Bond is required. • As allowable under Federal guidelines, procurement of equipment must follow local policies and procedures for competitive purchasing. If sole source approval is needed, SAN MATEO must transmit the request to the UASI for request to the State. • Prior to reimbursement, SAN MATEO must submit all invoices, AEL numbers, and a list of all equipment ID numbers and the 	9/30/2012	Not to Exceed: \$58,200

		<p>deployed locations.</p> <ul style="list-style-type: none"> Final deadline to submit a Reimbursement Request is 11/30/2012. 		
Project F Planning and Citizen Preparedness	Equipment	<p>Funds to be used to purchase CERT Kits for San Mateo County Citizen Preparedness Program.</p> <p>AEL#: 21GN-00-CCEQ</p> <p>Reimbursement for equipment purchases require:</p> <ul style="list-style-type: none"> An approved EHP memo if applicable. As allowable under Federal guidelines, procurement of equipment must follow local policies and procedures for competitive purchasing. If sole source approval is needed, SAN MATEO must transmit the request to the UASI for request to the State. Prior to reimbursement, SAN MATEO must submit all invoices, AEL numbers, and a list of all equipment ID numbers and the deployed locations. <p>Final deadline to submit a Reimbursement Request is 11/30/2012.</p>	9/30/2012	Not to Exceed: \$34,000
Project F Planning and Citizen Preparedness	Equipment	<p>Funds to procure reference materials, web site resources and other educational tools for San Mateo County Community Preparedness efforts.</p> <p>AEL#: 11RE-00-RFNC</p> <p>Reimbursement for equipment purchases require:</p> <ul style="list-style-type: none"> An approved EHP memo if applicable. As allowable under Federal guidelines, procurement of equipment must follow local policies and procedures for competitive purchasing. If sole source approval is needed, SAN MATEO must transmit the request to the UASI for request to the State. Prior to reimbursement, SAN MATEO must submit all invoices, AEL numbers, and a list of all equipment ID numbers and the deployed locations. <p>Final deadline to submit a Reimbursement Request is 11/30/2012.</p>	10/31/2012	Not to Exceed: \$100,000

<p align="center">Project F Planning and Citizen Preparedness</p>	<p align="center">Equipment</p>	<p>Funds to purchase hardware for WEB EOC deployment for San Mateo County in the Emergency Operations Center and remote Command Posts as necessary. Also, to fund consultant services to customize WEB EOC program for use within San Mateo County, and for regional responses.</p> <p>AEL#: 04HW-01-INHW AEL#: 04AP-05-CDSS AEL#: 21GN-00-CNST</p> <p>Reimbursement for equipment purchases require:</p> <ul style="list-style-type: none"> • An approved EHP memo if applicable. • As allowable under Federal guidelines, procurement of equipment must follow local policies and procedures for competitive purchasing. • At a minimum, more than one quote or bid must be obtained, unless a sole source is justified. If sole source approval is needed, SAN MATEO must transmit the request to the UASI for request to the State. • Prior to reimbursement, SAN MATEO must submit all invoices, AEL numbers, and a list of all equipment ID numbers and the deployed locations. <p>Final deadline to submit a Reimbursement Request is 11/30/2012.</p>	<p align="center">10/31/12</p>	<p align="center">Not to Exceed: \$68,322</p>
		<p align="center">TOTAL ALLOCATION</p>		<p align="center">NOT TO EXCEED: \$3,010,277</p>

- **All requests for reimbursements must be submitted by NOVEMBER 30, 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
 - *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

- *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: County of San Mateo, Office of the Sheriff

Name of Authorized Agent: Lt. Mark Robbins

Address: 400 County Center, 4th Floor

City: Redwood City State: CA Zip Code: 94063

Telephone Number: (650) 599-1295

Fax Number: (650) 363-1868

E-Mail Address: mrobbins@smcgov.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: Lt. Mark Robbins

Title: Director, Sheriff's Office of Emergency Services and Homeland Security Date: _____