

**AGREEMENT BETWEEN THE CITY AND COUNTY OF
SAN FRANCISCO AND THE COUNTY OF SAN MATEO
FOR THE DISTRIBUTION OF FY 2013 UASI GRANT FUNDS**

FIRST AMENDMENT

THIS AMENDMENT (this “Amendment”) is made as of **JUNE 1, 2014**, 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 2013 UASI Grant Funds” dated **November 1, 2013**, 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 3.1, Duration of Term. Section 3.1 of the Agreement currently reads as follows:

The term of this Agreement shall commence on **NOVEMBER 1, 2013** and shall end at 11:59 p.m. San Francisco time on **FEBRUARY 28, 2015**.

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

The term of this Agreement shall commence on **NOVEMBER 1, 2013** and shall end at 11:59 p.m. San Francisco time on **MARCH 31, 2015**.

b. 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 **FOUR MILLION, EIGHTY THOUSAND, THREE HUNDRED SEVENTY-EIGHT DOLLARS (\$4,080,378)**.

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 **FIVE MILLION, NINETY-THREE THOUSAND, TWO HUNDRED FIFTY-ONE DOLLARS (\$5,093,251)**. 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. 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 planning funds, in the amount of \$20,000, for Statewide Data Sharing for Project J;
- ii) Add planning funds, in the amount of \$25,000, for Statewide Cyber Security for Project J;
- iii) Add equipment funds, in the amount of \$775,000, for Statewide Cyber Security for Project J; and
- iv) Add training funds, in the amount of \$192,873, for Cal COP Deployment for Project J.

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.

c. 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.

d. Appendix C, Form of Reimbursement Request dated June 1, 2014. A revised Appendix C is attached to this Amendment and incorporated by reference as though fully set

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:

ANNE KRONENBERG
EXECUTIVE DIRECTOR

By:

SUPERVISOR DAVE PINE
PRESIDENT, BOARD OF SUPERVISORS

Federal Tax ID #: 94-6000532

Approved as to Form:

Dennis J. Herrera
City Attorney

Attest:

By: _____
Thomas Owen
Deputy City Attorney

By: _____

Appendices:

Amended Appendix A, Authorized Expenditures and Timelines, dated June 1, 2014

Amended Appendix B, Grant Assurances, dated June 1, 2014

Amended Appendix C, Form of Reimbursement Request, dated June 1, 2014

Appendix A — Authorized Expenditures and Timelines

ENTITY: **SAN MATEO**

Total allocation to be spent on the following solution areas:

| <u>UASI Project Letter and Title</u> | <u>Solution Area</u> | <u>Program Description</u> | <u>Projected Milestone Dates (to be completed on or about)</u> | <u>Deliverable Dates</u> | <u>Amount</u> |
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| Project B Information Analysis and Infrastructure Protection | Planning | <p>Funds to maintain the West Bay Information Sharing System (WBISS) with the IBM product "Coplink".</p> <p>The existing vendor (i.e., IBM) will provide the County:</p> <ul style="list-style-type: none"> ○ Maintenance Program – no cost telephone and e-mail support for technical issues; no-cost for all published patches and system-wide bug fixes; no cost updated installation disks and written procedures whenever the system is modified by patches and/or updates. ○ Service Level – provide a plan and tentative schedule for resolving any technical support issue within one business day of receipt. ○ Updates – product updates and software patches to be purchased system components will be provided as part of the maintenance agreement. • Personnel – Prior to any expenditures for personnel, SAN MATEO must submit completed job descriptions to the UASI detailing the planning activities the personnel will complete and the deliverables to be produced. Prior to reimbursement, SAN MATEO must submit the following: all functional time sheets, payroll documentation showing payment of salaries and benefits, or cancelled checks; | <p>Pay Ongoing Maintenance for Coplink: 190 days from project start date</p> <p>Connect With Remaining California Nodes: 220 days from project start date</p> <p>Connect With Additional National Nodes: 260 days from project start date</p> <p>Reintegrate Probation Data to Coplink: 300 days from project start date</p> | 12/31/2014 | Not to Exceed: \$80,000 |

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| | | <p>work product or certification that work was completed including a statement of completed activities.</p> <ul style="list-style-type: none"> • Contracts – All contracts must be pre-approved by the UASI prior to execution. In addition, SAN MATEO must satisfy the following guidelines: <ul style="list-style-type: none"> ○ Procurement of contractual services must follow local policies and procedures for competitive purchasing (provided they are not in conflict with Federal regulations which supersede them). If sole source approval is needed, SAN MATEO must transmit a sole source request to the UASI for submission to the State. ○ The contract must have a clearly stated scope of work and deliverables, deadlines for completion of work, and a schedule of contract payments. ○ All services must be performed and paid within the grant performance period. • Travel - travel for planning activities must be pre-approved in accordance with the Bay Area UASI Travel Policy (adopted by the Approval Authority in September 2011) prior to scheduling. Invoices for all travel expenses must be submitted by no later than 02/02/2015. Invoices must include all backup documentation, including conference agendas, programs, brochures, lodging receipts, per diem calculations, airfare receipts/boarding passes, mileage calculations, other transportation receipts, and proof of payment. • Final deadline for submittal of final claims is 02/02/2015. | | | |
| Project B Information Analysis and Infrastructure Protection | Planning | Funds for Cyber Security which will help expand and increase the NCRIC's capabilities to meet four major needs: (1) Cyber Information Collection, (2) Cyber Defense, (3) Cyber Information Sharing, and (4) Cyber Intelligence Analysis. | Ongoing During Term of Agreement | 12/31/2014 | Not to Exceed: \$405,220 |

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| | | <p>Staff will provide the following deliverables:</p> <p><u>Cyber Lead Analyst</u></p> <ul style="list-style-type: none"> • Provide progress reports on current cyber initiatives and efforts of NCRIC cyber staff. • Develop written proposals for future direction of NCRIC cyber staff. • Develop working relationships with local law enforcement private sector, and federal partners in order to exchange cyber threat and vulnerability information, facilitating enhanced cyber security for all parties. <p><u>Cyber IT Analyst</u></p> <ul style="list-style-type: none"> • Create and manage Cyber Intelligence Network (CIN) websites. • Develop and manage the Automated Threat Intake Collection System (ATICS), examination of data, and reporting of actionable recommendations. • Execute Cyber Vulnerability Assessments, examination of the results, and reporting of actionable recommendations. <p><u>Cyber Analyst</u></p> <ul style="list-style-type: none"> • Create intelligence products on cyber threat trends, techniques, tactics, and procedures. • Provide updates and briefings on Cyber Threat Monitor. • Update content of cyber threat blog. • Document and describe cyber incident reporting. <p><u>Cyber Analyst Intern</u></p> <ul style="list-style-type: none"> • Report cyber threats and/or vulnerabilities related to a specific threat actor, known | | | |
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| | | <p>vulnerability, or emerging technique.</p> <ul style="list-style-type: none"> • Program support modules to assist systems or data flow associated with NCRIC cyber programs. • Personnel – Prior to any expenditures for personnel, SAN MATEO must submit completed job descriptions to the UASI detailing the planning activities the personnel will complete and the deliverables to be produced. Prior to reimbursement, SAN MATEO must submit the following: all functional time sheets, payroll documentation showing payment of salaries and benefits, or cancelled checks; work product or certification that work was completed including a statement of completed activities. • Contracts – All contracts must be pre-approved by the UASI prior to execution. In addition, SAN MATEO must satisfy the following guidelines: <ul style="list-style-type: none"> ○ Procurement of contractual services must follow local policies and procedures for competitive purchasing (provided they are not in conflict with Federal regulations which supersede them). If sole source approval is needed, SAN MATEO must transmit a sole source request to the UASI for submission to the State. ○ The contract must have a clearly stated scope of work and deliverables, deadlines for completion of work, and a schedule of contract payments. ○ All services must be performed and paid within the grant performance period. • Travel - travel for planning activities must be pre-approved in accordance with the Bay Area UASI Travel Policy (adopted by the Approval Authority in September 2011) prior to | | | |
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| | | <p>scheduling. Invoices for all travel expenses must be submitted by no later than 02/02/2015. Invoices must include all backup documentation, including conference agendas, programs, brochures, lodging receipts, per diem calculations, airfare receipts/boarding passes, mileage calculations, other transportation receipts, and proof of payment.</p> <ul style="list-style-type: none"> Final deadline for submittal of final claims is 02/02/2015. | | | |
| <p>Project B</p> <p>Information Analysis and Infrastructure Protection</p> | Organization | <p>San Mateo 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 Director Contractor One (1) Deputy Sheriff Two (2) Lead Analysts Eight (8) Information/Crime Analysts One (1) Program Planner One (1) Information Technology Project Manager One (1) Senior Information Technology Technician One (1) Private Sector Outreach Contractor One (1) Private Sector Outreach Liaison Contractor</p> <ul style="list-style-type: none"> Personnel – Prior to any expenditures for personnel, SAN MATEO must submit completed job descriptions to the UASI detailing the planning activities the personnel will complete and the deliverables to be produced. Prior to reimbursement, SAN MATEO must submit the following: all functional time sheets, payroll documentation showing payment of salaries and benefits, or cancelled checks; work product or certification that work was completed including a statement of completed activities. Contracts – All contracts must be pre-approved by the UASI prior to execution. In addition, SAN MATEO must satisfy the | See Table of Services, Deliverables and Timelines | 12/31/2014 | Not to Exceed: \$2,092,081 |

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| | | <p>following guidelines:</p> <ul style="list-style-type: none"> ○ Procurement of contractual services must follow local policies and procedures for competitive purchasing (provided they are not in conflict with Federal regulations which supersede them). If sole source approval is needed, SAN MATEO must transmit a sole source request to the UASI for submission to the State. ○ The contract must have a clearly stated scope of work and deliverables, deadlines for completion of work, and a schedule of contract payments. ○ All services must be performed and paid within the grant performance period. ● Travel - travel for planning activities must be pre-approved in accordance with the Bay Area UASI Travel Policy (adopted by the Approval Authority in September 2011) prior to scheduling. Invoices for all travel expenses must be submitted by no later than 02/02/2015. Invoices must include all backup documentation, including conference agendas, programs, brochures, lodging receipts, per diem calculations, airfare receipts/boarding passes, mileage calculations, other transportation receipts, and proof of payment. ● Final deadline for submittal of final claims is 02/02/2015. | | | |
| <p>Project B</p> <p>Information Analysis and Infrastructure Protection</p> | Organization | <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 Sheriff</p> <ul style="list-style-type: none"> ● Personnel – Prior to any expenditures for personnel, SAN MATEO must submit completed job descriptions to the UASI | See Table of Services, Deliverables and Timelines | 12/31/2014 | Not to Exceed: \$161,431 |

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| | | <p>detailing the planning activities the personnel will complete and the deliverables to be produced. Prior to reimbursement, SAN MATEO must submit the following: all functional time sheets, payroll documentation showing payment of salaries and benefits, or cancelled checks; work product or certification that work was completed including a statement of completed activities.</p> <ul style="list-style-type: none"> • Contracts – All contracts must be pre-approved by the UASI prior to execution. In addition, SAN MATEO must satisfy the following guidelines: <ul style="list-style-type: none"> ○ Procurement of contractual services must follow local policies and procedures for competitive purchasing (provided they are not in conflict with Federal regulations which supersede them). If sole source approval is needed, SAN MATEO must transmit a sole source request to the UASI for submission to the State. ○ The contract must have a clearly stated scope of work and deliverables, deadlines for completion of work, and a schedule of contract payments. ○ All services must be performed and paid within the grant performance period. • Travel - travel for planning activities must be pre-approved in accordance with the Bay Area UASI Travel Policy (adopted by the Approval Authority in September 2011) prior to scheduling. Invoices for all travel expenses must be submitted by no later than 02/02/2015. Invoices must include all backup documentation, including conference agendas, programs, brochures, lodging receipts, per diem calculations, airfare receipts/boarding passes, mileage calculations, other transportation receipts, and proof of payment. | | | |
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| | | <ul style="list-style-type: none"> Final deadline for submittal of final claims is 02/02/2015. | | | |
| <p>Project B</p> <p>Information Analysis and Infrastructure Protection</p> | Organization | <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> <ul style="list-style-type: none"> Personnel – Prior to any expenditures for personnel, SAN MATEO must submit completed job descriptions to the UASI detailing the planning activities the personnel will complete and the deliverables to be produced. Prior to reimbursement, SAN MATEO must submit the following: all functional time sheets, payroll documentation showing payment of salaries and benefits, or cancelled checks; work product or certification that work was completed including a statement of completed activities. Contracts – All contracts must be pre-approved by the UASI prior to execution. In addition, SAN MATEO must satisfy the following guidelines: <ul style="list-style-type: none"> Procurement of contractual services must follow local policies and procedures for competitive purchasing (provided they are not in conflict with Federal regulations which supersede them). If sole source approval is needed, SAN MATEO must transmit a sole source request to the UASI for submission to the State. The contract must have a clearly stated scope of work and deliverables, deadlines for completion of work, and a schedule of contract payments. All services must be performed and paid within the grant performance period. Travel - travel for planning activities must be pre-approved | See Table of Services, Deliverables and Timelines | 12/31/2014 | Not to Exceed: \$213,092 |

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| | | <p>in accordance with the Bay Area UASI Travel Policy (adopted by the Approval Authority in September 2011) prior to scheduling. Invoices for all travel expenses must be submitted by no later than 02/02/2015. Invoices must include all backup documentation, including conference agendas, programs, brochures, lodging receipts, per diem calculations, airfare receipts/boarding passes, mileage calculations, other transportation receipts, and proof of payment.</p> <ul style="list-style-type: none"> Final deadline for submittal of final claims is 02/02/2015. | | | |
| <p>Project B</p> <p>Information Analysis and Infrastructure Protection</p> | Organization | <p>Marin 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 Sheriff</p> <ul style="list-style-type: none"> Personnel – Prior to any expenditures for personnel, SAN MATEO must submit completed job descriptions to the UASI detailing the planning activities the personnel will complete and the deliverables to be produced. Prior to reimbursement, SAN MATEO must submit the following: all functional time sheets, payroll documentation showing payment of salaries and benefits, or cancelled checks; work product or certification that work was completed including a statement of completed activities. Contracts – All contracts must be pre-approved by the UASI prior to execution. In addition, SAN MATEO must satisfy the following guidelines: <ul style="list-style-type: none"> Procurement of contractual services must follow local policies and procedures for competitive purchasing (provided they are not in conflict with Federal regulations which supersede | See Table of Services, Deliverables and Timelines | 12/31/2014 | Not to Exceed: \$165,763 |

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| | | <p>them). If sole source approval is needed, SAN MATEO must transmit a sole source request to the UASI for submission to the State.</p> <ul style="list-style-type: none"> ○ The contract must have a clearly stated scope of work and deliverables, deadlines for completion of work, and a schedule of contract payments. ○ All services must be performed and paid within the grant performance period. • Travel - travel for planning activities must be pre-approved in accordance with the Bay Area UASI Travel Policy (adopted by the Approval Authority in September 2011) prior to scheduling. Invoices for all travel expenses must be submitted by no later than 02/02/2015. Invoices must include all backup documentation, including conference agendas, programs, brochures, lodging receipts, per diem calculations, airfare receipts/boarding passes, mileage calculations, other transportation receipts, and proof of payment. • Final deadline for submittal of final claims is 02/02/2015. | | | |
| <p>Project B</p> <p>Information Analysis and Infrastructure Protection</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 Sheriff</p> <ul style="list-style-type: none"> • Personnel – Prior to any expenditures for personnel, SAN MATEO must submit completed job descriptions to the UASI detailing the planning activities the personnel will complete and the deliverables to be produced. Prior to reimbursement, SAN MATEO must submit the following: all functional time sheets, payroll documentation showing payment of salaries and | See Table of Services, Deliverables and Timelines | 12/31/2014 | Not to Exceed: \$162,675 |

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| | | <p>benefits, or cancelled checks; work product or certification that work was completed including a statement of completed activities.</p> <ul style="list-style-type: none"> • Contracts – All contracts must be pre-approved by the UASI prior to execution. In addition, SAN MATEO must satisfy the following guidelines: <ul style="list-style-type: none"> ○ Procurement of contractual services must follow local policies and procedures for competitive purchasing (provided they are not in conflict with Federal regulations which supersede them). If sole source approval is needed, SAN MATEO must transmit a sole source request to the UASI for submission to the State. ○ The contract must have a clearly stated scope of work and deliverables, deadlines for completion of work, and a schedule of contract payments. ○ All services must be performed and paid within the grant performance period. • Travel - travel for planning activities must be pre-approved in accordance with the Bay Area UASI Travel Policy (adopted by the Approval Authority in September 2011) prior to scheduling. Invoices for all travel expenses must be submitted by no later than 02/02/2015. Invoices must include all backup documentation, including conference agendas, programs, brochures, lodging receipts, per diem calculations, airfare receipts/boarding passes, mileage calculations, other transportation receipts, and proof of payment. • Final deadline for submittal of final claims is 02/02/2015. | | | |
| Project B Information Analysis and Infrastructure Protection | 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> | See Table of Services, Deliverables and Timelines | 12/31/2014 | Not to Exceed: \$227,308 |

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| | | <p>Staff to include: One (1) Police Lieutenant</p> <ul style="list-style-type: none"> Personnel – Prior to any expenditures for personnel, SAN MATEO must submit completed job descriptions to the UASI detailing the planning activities the personnel will complete and the deliverables to be produced. Prior to reimbursement, SAN MATEO must submit the following: all functional time sheets, payroll documentation showing payment of salaries and benefits, or cancelled checks; work product or certification that work was completed including a statement of completed activities. Contracts – All contracts must be pre-approved by the UASI prior to execution. In addition, SAN MATEO must satisfy the following guidelines: <ul style="list-style-type: none"> Procurement of contractual services must follow local policies and procedures for competitive purchasing (provided they are not in conflict with Federal regulations which supersede them). If sole source approval is needed, SAN MATEO must transmit a sole source request to the UASI for submission to the State. The contract must have a clearly stated scope of work and deliverables, deadlines for completion of work, and a schedule of contract payments. All services must be performed and paid within the grant performance period. Travel - travel for planning activities must be pre-approved in accordance with the Bay Area UASI Travel Policy (adopted by the Approval Authority in September 2011) prior to scheduling. Invoices for all travel expenses must be submitted by no later than 02/02/2015. Invoices must include all backup | | | |
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| | | <p>documentation, including conference agendas, programs, brochures, lodging receipts, per diem calculations, airfare receipts/boarding passes, mileage calculations, other transportation receipts, and proof of payment.</p> <ul style="list-style-type: none"> Final deadline for submittal of final claims is 02/02/2015. | | | |
| <p>Project B</p> <p>Information Analysis and Infrastructure Protection</p> | Organization | <p>City of Oakland 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) Emergency Planning Coordinator</p> <ul style="list-style-type: none"> Personnel – Prior to any expenditures for personnel, SAN MATEO must submit completed job descriptions to the UASI detailing the planning activities the personnel will complete and the deliverables to be produced. Prior to reimbursement, SAN MATEO must submit the following: all functional time sheets, payroll documentation showing payment of salaries and benefits, or cancelled checks; work product or certification that work was completed including a statement of completed activities. Contracts – All contracts must be pre-approved by the UASI prior to execution. In addition, SAN MATEO must satisfy the following guidelines: <ul style="list-style-type: none"> Procurement of contractual services must follow local policies and procedures for competitive purchasing (provided they are not in conflict with Federal regulations which supersede them). If sole source approval is needed, SAN MATEO must transmit a sole source request to the UASI for submission to the State. The contract must have a clearly stated scope of work and deliverables, deadlines for | See Table of Services, Deliverables and Timelines | 12/31/2014 | Not to Exceed: \$125,808 |

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| | | <p>completion of work, and a schedule of contract payments.</p> <ul style="list-style-type: none"> ○ All services must be performed and paid within the grant performance period. • Travel - travel for planning activities must be pre-approved in accordance with the Bay Area UASI Travel Policy (adopted by the Approval Authority in September 2011) prior to scheduling. Invoices for all travel expenses must be submitted by no later than 02/02/2015. Invoices must include all backup documentation, including conference agendas, programs, brochures, lodging receipts, per diem calculations, airfare receipts/boarding passes, mileage calculations, other transportation receipts, and proof of payment. • Final deadline for submittal of final claims is 02/02/2015. | | | |
| <p>Project B</p> <p>Information Analysis and Infrastructure Protection</p> | Organization | <p>City/County of San Francisco 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 representatives from the following departments: SFFD SFDES SFSO SFPD</p> <p>Not to Exceed: \$606,842</p> <p>SAN MATEO is not responsible for costs for San Francisco personnel assigned to the NCRIC. Costs reflected here for budgetary purposes only.</p> | See Table of Services, Deliverables and Timelines | 12/31/2014 | Not to Exceed: \$0 |
| <p>Project B</p> <p>Information Analysis and Infrastructure Protection</p> | Organization | <p>Operational Overtime: 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> | See Table of Services, Deliverables and Timelines | 12/31/2014 | Not to Exceed: \$75,000 |

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| | | <ul style="list-style-type: none"> Final deadline for submittal of final claims is 02/02/2015. | | | |
| Project B Information Analysis and Infrastructure Protection | Equipment | <p>Funds for Coplink Maintenance.</p> <p>AEL#s: 21GN-00-MAIN, 21GN-00-CNST, 04AP-02-OAPT</p> <p>SAN MATEO must inventory, type, organize and track all equipment purchased in order to facilitate the dispatch, deployment, and recovery of resources before, during, and after an incident.</p> <p>Reimbursement for equipment purchases require:</p> <ul style="list-style-type: none"> An approved EHP memo, if applicable. A performance bond is required for any equipment item that exceeds \$250,000, or for any vehicle, aircraft, or watercraft. Failure to obtain a performance bond may result in disallowance of cost. As allowable under Federal guidelines, procurement of equipment must follow local policies and procedures for competitive purchasing (provided they are not in conflict with Federal regulations which supersede them). 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 for submittal of claims is 02/02/2015. | | 12/31/2014 | Not to Exceed: \$202,000 |
| Project B Information Analysis and Infrastructure Protection | 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"> An approved EHP memo, if applicable (i.e., field based). All expenses must be pre-approved by the Regional Training and Exercise Manager | See Table of Services, Deliverables and Timelines | 12/31/2014 | Not to Exceed: \$170,000 |

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| | | <p>or designee prior to scheduling.</p> <ul style="list-style-type: none"> • 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 2013 Homeland Security Grant Program Guidance. • When seeking reimbursement for grant eligible training expenses, SAN MATEO must 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). • Final deadline for submittal of claims is 02/02/2015. | | | |
| <p>Project J</p> <p>Cyber Risk Management Center</p> | Planning | <p>Funds for Statewide Data Sharing Coordinator who will travel to local jurisdictions within California and attend national conferences in support of California's data sharing initiatives, including CopLink, Palantir and California Common Operating Picture (Cal COP) technologies. Initiatives shall include:</p> <ul style="list-style-type: none"> (a) FY14 National Homeland Security Conference in Philadelphia, PA (b) National Fusion Center Training Conference (c) International Association of Chiefs of Police Conference and Technology Conference (d) Annual trip to Washington DC for data sharing coordination with federal & private sector partners (e) Quarterly Statewide CopLink Node Administrators Meetings (f) Quarterly Statewide Palantir Administrators Meetings (g) Quarterly Statewide California Common Operating Picture | <ul style="list-style-type: none"> (a) 05/19/14 05/22/14 (b) 11/30/14 (c) 10/30/14 (d) 12/30/14 (e) 06/2014 09/2014 12/2014 02/2015 (f) 06/2014 09/2014 12/2014 02/2015 (g) 06/2014 09/2014 12/2014 02/2015 | 02/28/2015 | Not to Exceed: \$20,000 |

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| | | <p>(Cal COP) Administrators Meetings</p> <p>(h) Travel mileage for state agency coordination of data sharing initiatives</p> <p>(i) Monthly trip to southern California in support of statewide data sharing initiatives</p> <ul style="list-style-type: none"> • Personnel – Prior to any expenditures for personnel, SAN MATEO must submit completed job descriptions to the UASI detailing the planning activities the personnel will complete and the deliverables to be produced. Prior to reimbursement, SAN MATEO must submit the following: all functional time sheets, payroll documentation showing payment of salaries and benefits, or cancelled checks; work product or certification that work was completed including a statement of completed activities. • Contracts – All contracts must be pre-approved by the UASI prior to execution. In addition, SAN MATEO must satisfy the following guidelines: <ul style="list-style-type: none"> ○ Procurement of contractual services must follow local policies and procedures for competitive purchasing (provided they are not in conflict with Federal regulations which supersede them). If sole source approval is needed, SAN MATEO must transmit a sole source request to the UASI for submission to the State. ○ The contract must have a clearly stated scope of work and deliverables, deadlines for completion of work, and a schedule of contract payments. ○ All services must be performed and paid within the grant performance period. • Travel - travel for planning activities must be pre-approved | <p>(h) Monthly through 02/15/15</p> <p>(i) Monthly through 02/15/15</p> | | |
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| | | <p>in accordance with the Bay Area UASI Travel Policy (adopted by the Approval Authority in September 2011) prior to scheduling. Invoices for all travel expenses must be submitted by no later than 03/15/2015. Invoices must include all backup documentation, including conference agendas, programs, brochures, lodging receipts, per diem calculations, airfare receipts/boarding passes, mileage calculations, other transportation receipts, and proof of payment.</p> <ul style="list-style-type: none"> Final deadline for submittal of final claims is 03/15/2015. | | | |
| <p>Project J</p> <p>Cyber Risk Management Center</p> | Planning | <p>Funds for Statewide Cyber Security Data Sharing coordination contract that will provide the following:</p> <ul style="list-style-type: none"> (a) Support statewide need for enhanced cyber security practices and network hardening, through effective information sharing, collaboration, and solution deployment (b) Coordinate relationships between the STAS, ENTAC/CHP, California CISO, local Law Enforcement, and private sector entities with regards to Cyber Security incident and information sharing (c) Overcome existing technical and non-technical challenges which delay rapid dissemination and sharing of Cyber Security information (d) Facilitate information sharing platforms for automated exchange of network security information (e) Develop memorandum of understanding (MOU) documents or other agreements to define the scope, responsibilities, and | 02/15/2015 | 02/15/2015 | Not to Exceed: \$25,000 |

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| | | <p>liabilities associated with Cyber Security engagements, such as a vulnerability scans or penetration tests</p> <p>(f) Remain current on Cyber Security best practices, challenges, and solutions; provide knowledgeable guidance to statewide partners</p> <p>(g) Interface with vendors and solution providers on behalf of the STAS and Law Enforcement</p> <ul style="list-style-type: none"> • Personnel – Prior to any expenditures for personnel, SAN MATEO must submit completed job descriptions to the UASI detailing the planning activities the personnel will complete and the deliverables to be produced. Prior to reimbursement, SAN MATEO must submit the following: all functional time sheets, payroll documentation showing payment of salaries and benefits, or cancelled checks; work product or certification that work was completed including a statement of completed activities. • Contracts – All contracts must be pre-approved by the UASI prior to execution. In addition, SAN MATEO must satisfy the following guidelines: <ul style="list-style-type: none"> ○ Procurement of contractual services must follow local policies and procedures for competitive purchasing (provided they are not in conflict with Federal regulations which supersede them). If sole source approval is needed, SAN MATEO must transmit a sole source request to the UASI for submission to the State. ○ The contract must have a clearly stated scope of work and deliverables, deadlines for completion of work, and a schedule of contract payments. ○ All services must be | | | |
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| | | <p>performed and paid within the grant performance period.</p> <ul style="list-style-type: none"> Travel - travel for planning activities must be pre-approved in accordance with the Bay Area UASI Travel Policy (adopted by the Approval Authority in September 2011) prior to scheduling. Invoices for all travel expenses must be submitted by no later than 03/15/2015. Invoices must include all backup documentation, including conference agendas, programs, brochures, lodging receipts, per diem calculations, airfare receipts/boarding passes, mileage calculations, other transportation receipts, and proof of payment. Final deadline for submittal of final claims is 03/15/2015. | | | |
| <p>Project J</p> <p>Cyber Risk Management Center</p> | Equipment | <p>Development of a regionally-partitioned statewide platform for real-time sharing of Cyber Security information. Perimeter network traffic will be ingested from sharing partners' firewalls or other network appliances, analyzed against threat intelligence, then actionable guidance disseminated if indicators of compromise or attack are discovered. Data is retained, organized, and searchable for use in Cyber Analyst investigations and reporting.</p> <p>AEL#s: 05NP-00-SIEM, 05NP-00-IDPS, 05NP-00-SCAN</p> <p>SAN MATEO must inventory, type, organize and track all equipment purchased in order to facilitate the dispatch, deployment, and recovery of resources before, during, and after an incident.</p> <p>Reimbursement for equipment purchases require:</p> <ul style="list-style-type: none"> An approved EHP memo, if applicable. A performance bond is required for any equipment item that exceeds \$250,000, or for any vehicle, aircraft, or watercraft. | <p>Create Specs: 07/31/2014</p> <p>RFP Release: 07/31/2014</p> <p>Contract Award: 09/30/2014</p> <p>Issuance of PO: 10/31/2014</p> <p>Receive Equipment: 10/31/2014</p> <p>Site Installation: 11/30/2014</p> | 02/28/2015 | Not to Exceed: \$775,000 |

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| | | <p>Failure to obtain a performance bond may result in disallowance of cost.</p> <ul style="list-style-type: none"> • As allowable under Federal guidelines, procurement of equipment must follow local policies and procedures for competitive purchasing (provided they are not in conflict with Federal regulations which supersede them). 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 for submittal of claims is 03/15/2015. | | | |
| <p>Project J</p> <p>Cyber Risk Management Center</p> | Training | <p>Funds for California Common Operating Picture (Cal COP) technology for (4) State Agencies: California Office of Emergency Services, Cal Fire; California Highway Patrol, and all California Fusion Centers.</p> <p>(a) Perform Agency Mission Assessment to define Initial Agency System Configuration for each of the (4) state agencies.</p> <p>(b) Define and configure Cal COP with Agency's Initial Configuration parameters.</p> <p>(c) Develop a professionally designed training curriculum tailored to each State Agency's business needs.</p> <p>(d) Define core business uses and identify Standard Operating Procedures to be developed per State Agency implementation.</p> <ul style="list-style-type: none"> • An approved EHP memo, if applicable (i.e., field based). • Training course expenses may include backfill/overtime, travel, tuition, per diem or other grant eligible expenses. Grant eligible | <p>10/31/2014</p> <p>12/31/2014</p> <p>11/30/2014</p> <p>12/31/2014</p> | 02/28/2015 | <p>Not to Exceed: \$192,873</p> |

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| | | <p>training expenses are published in the FY 2013 Homeland Security Grant Program Guidance.</p> <ul style="list-style-type: none"> • When seeking reimbursement for grant eligible training expenses, SAN MATEO must 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). • Final deadline for submittal of claims is 03/15/2015. | | | |
| | | TOTAL ALLOCATION | | | NOT TO EXCEED: \$5,093,251 |

A. Overview of Services and Deliverables.

1. SAN MATEO shall serve as the fiscal agent for 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. The Director of the NCRIC 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 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. The Director of the NCRIC 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. The Director of the NCRIC 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.

The Director of the NCRIC 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.

| Task | Description | Deliverable | Schedule/Due Date |
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| 1. | 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. | Review and update information. | Ongoing during term of Agreement. |

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| 2. | <p>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.</p> <p>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.</p> <p>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, Cal OES, 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.</p> <p>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.</p> <p>The NCRIC shall review and if needed update NCRIC contingency and continuity-of-operations plans to ensure sustained operations (including enhancement and maintenance) of information technology systems and other mission critical functions and ensure performance of these functions, if necessary, at an alternate location. The NCRIC shall support a common database where all NCRIC personnel can access the</p> | If updated, an electronic version in PDF of the CONOP and SOP delivered to UASI Management Team. | Ongoing during term of Agreement. |
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| | <p>following information:</p> <ol style="list-style-type: none"> 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. 2) Fusion center chain of command and organizational charts. Contractor shall ensure this information is current at least every 6 months. 3) General information regarding ongoing and planned operations. Contractor shall ensure this information is current at least on a weekly basis. 4) Calendar of events, training opportunities, etc. Contractor shall ensure this information is current at least on a weekly basis. 5) Administrative announcements. Contractor shall ensure this information is current at least on a weekly basis. 6) A tracking system for internal and external support requests. Contractor shall ensure this information is current on a daily basis | | |
| 3. | The NCRIC shall prepare Performance reports that measure NCRIC activity and performance related to Suspicious Activity and criminal reporting; Critical Infrastructure/ Key Resource assessments and support; training and outreach support, The reports must provide a statistical accounting of the activities performed during the year and include annualized information. | An electronic version in PDF of the Performance Reports will be submitted to the UASI Management Team. | Ongoing during term of Agreement. |
| 4. | 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. |
| 5. | <p>The NCRIC shall support a secure web based system. NCRIC 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"> 1) NCRIC training available, 2) Analytical, technical, and equipment resources for entities in the Operational Area (OA). 3) General contact information for personnel assigned as the points of contact for the various agencies throughout the OA. 4) Other pertinent information to ensure successful information sharing and dissemination. | <p>Operational and functioning secure web based system.</p> <p>Review and update information.</p> | Ongoing during term of Agreement. |

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| | <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>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> | | |
| 6. | The NCRIC Security Officer will be responsible for developing, implementing, and enforcing the NCRIC Security Measures Plan. | Review and update information. | Ongoing during term of Agreement. |
| 7. | <p>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 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 6 months of assignment to NCRIC and will maintain a training file of personnel assigned to the NCRIC documenting their training.</p> | <p>1. Review and if needed update Training Plan.</p> <p>2. Follow Training Plan, implement Training Program, and ensure all new personnel begin training within 60 days of assignment to the NCRIC.</p> <p>3. If updated, an electronic version in PDF of the Training Plan will be delivered to UASI Management Team.</p> | Ongoing during term of Agreement. |
| 8. | The NCRIC shall support a common | 1a. Database | Ongoing during term of |

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| | <p>database where all NCRIC personnel can access the following information:</p> <ol style="list-style-type: none"> 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. 2) Fusion center chain of command and organizational charts. Contractor shall ensure this information is current at least every 6 months. 3) General information regarding ongoing and planned operations. Contractor shall ensure this information is current at least on a weekly basis. 4) Calendar of events, training opportunities, etc. Contractor shall ensure this information is current at least on a weekly basis. 5) Administrative announcements. Contractor shall ensure this information is current at least on a weekly basis. 3. 6) A tracking system for internal and external support requests. Contractor shall ensure this information is current on a daily basis. 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 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. 4. The NCRIC shall ensure all NCRIC personnel begin training within <u>6 months</u> of assignment to NCRIC and will maintain a training file of personnel assigned to the NCRIC documenting their training. | <p>supported.</p> <p>1b. Provide NCRIC personnel with access to database.</p> <p>1c. Review and if needed update Training Plan.</p> <p>2. Follow Training Plan, implement Training Program, and ensure all new personnel begin training within 60 days of assignment to the NCRIC.</p> | <p>Agreement.</p> |
| 9. | <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"> 1) Weekly updates through the Partners Update Brief report. | <p>Reports, bulletins, products, services and briefings to the NCRIC regional partners and the UASI Management</p> | <p>Ongoing during term of Agreement.</p> |

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| | <p>2) Situational-awareness bulletins for official use only ("FOUO") and law enforcement sensitive ("LES") dissemination describing issues of concern and threats related to homeland security</p> <p>3) Threat trend and vulnerability assessment reports as needed</p> <p>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.</p> <p>5) Bulletins as needed based on specific threats and disseminate the information to those facilities and public safety personnel that have a need and right to know the information based on 28 CFR Part 23.</p> <p>6) Products and services in response to emerging or current threats on an as-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.)The NCRIC shall review and if needed update NCRIC contingency and continuity-of-operations plans to ensure sustained operations (including enhancement and maintenance) of information technology systems and other mission critical functions and ensure performance of these functions, if necessary, at an alternate location.</p> | <p>Team.</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> | |
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| 10. | <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"> 1) Weekly updates through the SAR report. 2) Monthly situational-awareness bulletins for official use only ("FOUO") dissemination describing issues of concern and threats related to homeland security 3) Threat trend-assessment reports as needed 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. 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. 6) Products and services in response to emerging or current threats on an as-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>Reports, bulletins, products, services and briefings to the NCRIC regional partners and the UASI Management Team.</p> | <p>Ongoing during term of Agreement.</p> |
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C. Reports

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

D. Department Liaison

The NCRICs liaison with the UASI Management Team will be Dave Frazer.

- **All requests for reimbursements must be submitted by March 15, 2015 unless an earlier deadline is set in this Appendix. SAN MATEO should submit reimbursement requests on a quarterly basis, as applicable.**
- **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 2013 Homeland Security Grant Program Funding Opportunity Announcement*, dated July 9, 2013, http://www.fema.gov/media-library-data/20130726-1916-25045-6176/fy_2013_hsgp_foa.pdf
 - *California Supplement to the Federal Funding Opportunity Announcement*, dated July 2013, available at <http://www.calema.ca.gov/EMS-HS-HazMat/Pages/Homeland->

- [Security-Grant-Program-Documents.aspx](#) as “FY 2013 Homeland Security Grant Program State Supplement Draft (Final).”
- Authorized Equipment List: www.rkb.us
 - Office of Justice Programs Financial and Administrative Guide for Grants: <http://www.ojp.usdoj.gov/financialguide/>
 - Cal EMA Rules and Regulations, including the Recipient Handbook: <http://www.CalOES.ca.gov/GrantsMonitoring/Pages/Rules%20and%20Regulations.aspx>
- **Any equipment purchased under this Agreement must match the UASI 2013 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.**
 - **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, ¶13.12.**
 - **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, 3rd 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

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

1. Will assure that all allocations and use of funds under this grant will be in accordance with the Fiscal Year 2013 HSGP Funding Opportunity Announcement.
2. Will assure that grant funds will support efforts related to providing an integrated mechanism to enhance the coordination of national priority efforts to prepare for, prevent, respond to, and recover from terrorist attacks, major disasters and other emergencies.
3. 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 Governor's Office of Emergency Services (Cal OES).
4. 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 and Urban Area Security Initiative) or fiscal years.
5. Will comply with any cost sharing commitments included in the FY2013 Investment Justifications submitted to DHS/FEMA/Cal OES, where applicable.
6. Will establish a proper accounting system in accordance with generally accepted accounting standards and awarding agency directives.
7. Will give the DHS/FEMA, the General Accounting Office, the Comptroller General of the United States, the Cal OES, the Office of Inspector General, through any authorized representatives, access to, and the right to examine, all paper or electronic records, books, and documents related to the award, and will permit access to its facilities, personnel and other individuals and information as may be necessary, as required by DHS/FEMA or Cal OES, through any authorized representative, with regard to examination of grant related records, accounts, documents, information and staff.
8. Will require any sub-recipients, contractors, successors, transferees, and assignees to

acknowledge and agree to comply with applicable provisions governing DHS/FEMA access to records, accounts, documents, information, facilities, and staff.

- a. Recipients must cooperate with any compliance review or complaint investigation conducted by DHS/FEMA or Cal OES.
 - b. Recipients must give DHS/FEMA and Cal OES access to and the right to examine and copy records, accounts, and other documents and sources of information related to the grant and permit access to facilities, personnel, and other individuals and information as may be necessary, as required by DHS/FEMA and Cal OES program guidance, requirements, and applicable laws.
 - c. Recipients must submit timely, complete, and accurate reports to the appropriate DHS/FEMA and Cal OES officials and maintain appropriate documentation to support these reports.
 - d. Recipients must comply with all other special reporting, data collection, and evaluation requirements, as prescribed by law or detailed in program guidance.
 - e. If, during the past three years, the Recipient has been accused of discrimination on the grounds of race, color, national origin (including limited English proficiency), sex, age, disability, religion, or familial status, the Recipient must provide a list of all such proceedings, pending or completed, including outcome and copies of settlement agreements to the DHS/FEMA/Cal OES awarding office and the DHS Office of Civil Rights and Civil Liberties.
 - f. In the event any court or administrative agency makes a finding of discrimination on grounds of race, color, national origin (including limited English proficiency), sex, age, disability, religion, or familial status against the Recipient, or the Recipient settles a case or matter alleging such discrimination, Recipients must forward a copy of the complaint and findings to the DHS/FEMA Component and/or awarding office. The United States has the right to seek judicial enforcement of these obligations.
9. Will comply with any other special reporting, 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, or detailed in the program guidance.
10. 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) the baseline level of capability as defined by the Fusion Capability Planning Tool.
11. Will initiate and complete the work within the applicable timeframe, in accordance with grant award terms and requirements, after receipt of approval from Cal OES, and will maintain procedures to minimize the amount of time elapsing between the award of funds and the disbursement of funds.
12. Will provide timely, complete and accurate progress reports, and maintain appropriate documentation to support the 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 these reports and related documentation via the

Grant Reporting Tool (GRT) twice each year.

13. Will provide timely notifications to Cal OES of any developments that have a significant impact on award- supported activities, including changes to key program staff.
14. Agrees to be non-delinquent in the repayment of any federal debt. Examples of relevant debt may be found in OMB Circular A-129, form SF-424, item #17, and include delinquent payroll and other taxes, audit disallowances, and benefit overpayments.
15. Will comply with the requirement of 31 U.S.C. Section 3729, which sets forth that no subgrantee, Recipient or sub-recipient of federal payments shall submit a false claim for payment, reimbursement or advance. Administrative remedies may be found in 38 U.S.C. Section 3801-3812, addressing false claims and statements made.
16. Will comply with all federal and state laws, executive orders, regulations, program and administrative requirements, cost principles, audit requirements, policies and any other terms and conditions applicable to this award.
17. Will comply with all applicable provisions of DHS/FEMA's regulations, including Title 44 of the Code of Federal Regulations, Part 13, Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments, including the payment of interest earned on advances.
18. Will comply with Office of Management and Budget (OMB) Circular A-102, Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments (also known as the "A-102 Common Rule"), found under FEMA regulations at Title 44, Code of Federal Regulations (CFR) Part 13, "Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments"; OMB Circular A-110, Uniform Administrative Requirements for Grants and Agreements with Institutions of Higher Education, Hospitals, and Other Non-Profit Organizations, relocated to 2 CFR Part 215; requirements for allowable costs/cost principles in the A-102 Common Rule, OMB Circular A- 110 (2 CFR § 215.27); OMB Circular A-21, Cost Principles for Educational Institutions, relocated to 2 CFR Part 220; OMB Circular A-87, Cost Principles for State, Local, and Indian Tribal Governments, relocated to 2 CFR Part 225; OMB Circular A-122, Cost Principles for Non-Profit Organizations, relocated to 2 CFR Part 230; and OMB Circular A-133, Audits of States, Local Governments and Non-Profit Organizations, as applicable.
19. Will comply with all provisions of the Federal Acquisition Regulations including, but not limited to, Title 48 CFR Part 31.2, Part 31.2 Contract Cost Principles and Procedures, Contracts with Commercial Organizations.
20. Will comply with provisions of the Hatch Act (5 U.S.C. §§ 1501-1508 and 7324-7328), which limits the political activities of employees whose principal employment activities are funded in whole or in part with federal funds.
21. 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 connections.

22. 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 and Cal OES.
23. Will comply with all applicable lobbying prohibitions and laws, including those found in United States Code Title 31, § 1352, *et seq.*, and agrees that none of the funds provided under this award may be expended by the Recipient to pay any person to influence, or attempt to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with any federal action concerning the award or renewal of any federal contract, grant, loan, or cooperative agreement.
24. Agrees that, to the extent contractors or subcontractors are utilized, will use small, minority-owned, women-owned, or disadvantaged businesses, to the extent practicable.
25. Will comply with Title 2 of the Code of Federal Regulations regarding duplication of benefits, whereby any cost allocable to a particular federal award or cost objective under the principles provided for in this agreement may not be charged to other federal awards to overcome fund deficiencies.
26. Will ensure that federal funds do not replace (supplant) funds that have been budgeted for the same purpose through non-federal sources. Subgrantees and sub-recipients may be required to demonstrate and document that a reduction in non-federal resources occurred for reasons other than the receipt or expected receipt of federal funds.
27. 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.
28. Will comply with all federal and state laws and regulations relating to civil rights protections and nondiscrimination. These include, but are not limited to:
 - a. Title VI of the Civil Rights Act of 1964, Public Law 88-352, (42 U.S.C. § 2000d *et seq.*), , as amended, which prohibits discrimination on the basis of race, color and national origin.
 - b. Title IX of the Education Amendments of 1972, as amended (20 U.S.C. § 1681 *et seq.*), which prohibits discrimination on the basis of gender.
 - c. The Americans with Disabilities Act, as amended, which prohibits Recipients from discriminating on the basis of disability (42 U.S.C. § 12101 *et seq.*).
 - d. Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794), which prohibits discrimination on the basis of disability in any program receiving federal financial assistance.
 - e. The Age Discrimination Act of 1975, as amended (42 U.S.C. § 6101 *et seq.*), which prohibits discrimination on the basis of age.

- f. The Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse.
 - g. 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.
 - h. Sections 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.
 - i. Title VIII of the Civil Rights Act of 1968 (42 U.S.C. § 3601 *et seq.*, as implemented by 24 CFR Part 100), as amended, relating to nondiscrimination in the sale, rental and financing of housing.
 - j. Title 44 of the Code of Federal Regulations (CFR) Parts 7, 16, and 19 relating to nondiscrimination.
 - k. The requirements of any other nondiscrimination provisions in the specific statute(s) under which the application for federal assistance is being made and any other applicable statutes.
 - l. 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 of 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.
 - m. Will provide an Equal Employment Opportunity Plan, if applicable, to the Department of Justice Office of Civil Rights within 60 days of grant award.
 - n. 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.
29. 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.
30. Will comply with all provisions of DHS/FEMA's regulation 44 CFR Part 10, Environmental Considerations.
31. 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. Agrees not to undertake any project having the potential to impact EHP resources without the prior written approval of DHS/FEMA and Cal OES, including, but not limited to, ground disturbance, construction, modification to any structure, physical security enhancements, communications towers, any structure over 50 years old, and purchase and/or use of any sonar equipment. The subgrantee must comply with all conditions and restrictions 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 and Cal OES 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 and Cal OES and the appropriate State Historic Preservation Office.

32. Any construction activities that have been initiated prior to the full environmental and historic preservation review could result in a non-compliance finding. Subgrantees must complete the DHS/FEMA EHP Screening Form (OMB Number 1660-0115/FEMA Form 024-0-01) and submit it, with all supporting documentation, to their Cal OES program representative, for processing by the DHS/FEMA Grants Program Directorate EHP.
33. Grantees should submit the FEMA EHP Screening Form for each project as soon as possible upon receiving their grant award. The Screening Form for these types of projects is available at:
www.fema.gov/doc/government/grant/bulletins/info329_final_screening_memo.doc
34. 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 OES and the DHS/FEMA 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.
35. Will provide any information requested by DHS/FEMA and Cal OES to ensure compliance with applicable laws including, but not limited to, the following:
 - a. Institution of environmental quality control measures under the Archaeological and Historic Preservation Act, Endangered Species Act, and Executive Orders on Floodplains (11988), 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, and California Code of Regulations, Title 14, Chapter 3 Sections 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.

36. 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, § 8607.1(e) and CCR Title 19, §§ 2445, 2446, 2447, and 2448.
37. Agrees that subgrantees and sub-recipients collecting Personally Identifiable Information (PII) must have a publically-available privacy policy that describes what PII they collect, how they plan to use the PII, whether they share PII with third parties, and how individuals may have their PII corrected where appropriate. Subgrantees and sub-recipients may also find DHS Privacy Impact Assessments, guidance and templates online at http://www.dhs.gov/xlibrary/assets/privacy/privacy_pia_guidance_june2010.pdf and at http://www.dhs.gov/xlibrary/assets/privacy/privacy_pia_template.pdf, respectively.
38. Agrees that all DHS/FEMA-funded project activities carried on outside the United States are coordinated as necessary with appropriate government authorities and that appropriate licenses, permits, and approvals are obtained.
39. Will comply with Section 6 of the Hotel and Motel Fire Safety Act of 1990, 15 U.S.C. § 2225(a), whereby all subgrantees, recipients, and sub-recipients must ensure that all conference, meeting, convention, or training space, funded in whole or in part with federal funds, complies with the fire prevention and control guidelines of the Federal Fire Prevention and Control Act of 1974, 15 U.S.C. § 2225.
40. 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."*
41. 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. The Recipient agrees to consult with DHS/FEMA and Cal OES regarding the allocation of any patent rights that arise from, or are purchased with, this funding and 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 funds received which exceed the approved, actual expenditures as determined 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. Property and equipment purchased under the HSGP reverts to Cal OES if the grant funds are deobligated or disallowed and not promptly repaid.
 - d. HSGP funds used for the improvement of real property must be promptly repaid following deobligation or disallowment of costs, and Cal OES reserves the right to place a lien on the property for the amount owed.
 - e. Separately account for interest earned on grant funds, and will return all interest earned, in excess of \$100 per federal fiscal year.
42. Will comply with the Intergovernmental Personnel Act of 1970 (42 U.S.C. §§ 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).
43. 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.
44. 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.
45. Agrees that "Classified national security information," as defined in Executive Order (EO) 12958, as amended or updated via later executive order(s), means information that has been determined pursuant to EO 12958 to require protection against unauthorized disclosure and is marked to indicate its classified status when in documentary form. No funding under this award shall be used to support a contract, subaward, or other agreement for goods or services that will include access to classified national security information if the Award Recipient has not been approved for and granted access to such information by appropriate authorities.
46. Agrees that where an Award Recipient has been approved for and has access to classified national security information, no funding under this award shall be used to support a contract, subaward, or other agreement for goods or services that will include access to classified national security information by the contractor, sub-recipient, or other entity without prior written approval from the DHS Office of Security, Industrial Security Program Branch (ISPB), or, an appropriate official within the federal department or agency with whom the classified effort will be performed. Such contracts, subawards, or other agreements shall be processed and administered in accordance with the DHS "Standard Operating Procedures, Classified Contracting by States and Local Entities," dated July 7, 2008; EOs 12829, 12958, 12968, and other applicable executive orders; the National Industrial Security Program Operating Manual (NISPOM); and other applicable implementing directives or instructions. Security requirement documents may be located at: <http://www.dhs.gov/xopnbiz/grants/index.shtm>
47. Immediately upon determination by the Award Recipient that funding under this award may be used to support a contract, subaward, or other agreement involving access to classified national security information pursuant to paragraph 47, and prior to execution

of any actions to facilitate the acquisition of such a contract, subaward, or other agreement, the Award Recipient shall contact ISPB, and the applicable federal department or agency, for approval and processing instructions.

DHS Office of Security ISPB contact
information: Telephone: 202-447-5346
Email: DD254AdministrativeSecurity@dhs.gov
Mail: Department of
Homeland Security Office of
the Chief Security Officer
ATTN: ASD/Industrial Security Program
Branch Washington, D.C. 20528

48. Will comply with the requirements regarding Data Universal Numbering System (DUNS) numbers. If recipients are authorized to make subawards under this award, they must first notify potential sub-recipients that no entity may receive or make a subaward to any entity unless the entity has provided a DUNS number.
49. For purposes of this award term, the following definitions will apply:
 - a. "Data Universal Numbering System (DUNS)" number means the nine digit number established and assigned by Dun and Bradstreet, Inc. (D&B) to uniquely identify business entities. A DUNS number may be obtained from D&B by telephone (currently 866-705-5711) or the Internet, currently at <http://fedgov.dnb.com/webform>.
 - b. "Entity", as it is used in this award term, means all of the following, as defined at 2 CFR Part 25, Subpart C, as a governmental organization, which is a state, local government, or Indian Tribe; or a foreign public entity; or a domestic or foreign nonprofit organization; or a domestic or foreign for-profit organization; or a federal agency, but only as a sub-recipient under an award or subaward to a non-federal entity.
 - c. "Subaward" means a legal instrument to provide support for the performance of any portion of the substantive project or program for which you received this award and that you as the Recipient award to an eligible sub-recipient. It does not include your procurement of property and services needed to carry out the project or program (for further explanation, see § 210 of the attachment to OMB Circular A-133, "Audits of States, Local Governments, and Non-Profit Organizations") and may be provided through any legal agreement, including an agreement that you consider a contract.
 - d. "Sub-recipient" means an entity that receives a subaward from you under this award, and is accountable to you for the use of the federal funds provided by the subaward.
50. 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. § 276c and 18 U.S.C. § 874), and the Contract Work Hours and Safety Standards Act (40 U.S.C. §§ 327-333), regarding labor standards for federally-assisted construction sub-agreements.
51. 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.
- 52. Will comply with the financial and administrative requirements set forth in the current edition of the DHS Financial Management Guide.
- 53. Agrees that all allocations and use of funds under this grant will be in accordance with the FY 2013 Homeland Security Grant Program Funding Opportunity Announcement, and the California Supplement to the FY 2013 Homeland Security Grant Program Funding Opportunity Announcement. 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 FY2013 Homeland Security Grant Program application. Further, use of FY13 funds is limited to those investments included in the California FY13 Investment Justifications submitted to DHS/FEMA and Cal OES and evaluated through the peer review process.
- 54. Will comply with Homeland Security Presidential Directive (HSPD)-5, *Management of Domestic Incidents*. The adoption of the National Incident Management System (NIMS) is a requirement to receive federal preparedness assistance, through grants, contracts, and other activities. The NIMS provides a consistent nationwide template to enable all levels of government, tribal nations, nongovernmental organizations, and private sector partners to work together to prevent, protect against, respond to, recover from, and mitigate the effects of incidents, regardless of cause, size, location, or complexity.
- 55. Will comply with OMB Standard Form 424B Assurances – Non-construction Programs, whereby the awarding agency may require subgrantees and sub-recipients to certify to additional assurances.
- 56. 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”. As required by Executive Order 12549, Debarment and Suspension, and implemented at 44 CFR Part 17, for prospective participants in primary covered transactions, the Applicant will provide protection against waste, fraud and abuse, by debarring or suspending those persons deemed irresponsible in their dealings with the federal government. Applicant certifies that it and its principals:
 - a. 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.
- b. 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.
 - c. 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
 - d. 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.
57. Will comply with requirements to acknowledge federal funding when issuing statements, press releases, requests for proposals, bid invitations, and other documents describing projects or programs funded in whole or in part with federal funds.
58. Will comply with requirements that publications or other exercise of copyright for any work first produced under federal financial assistance awards hereto related unless the work includes any information that is otherwise controlled by the government (e.g., classified information or other information subject to national security or export control laws or regulations). For any scientific, technical, or other copyright work based on or containing data first produced under this award, including those works published in academic, technical or professional journals, symposia proceedings, or similar works, the recipient grants the government a royalty-free, nonexclusive and irrevocable license to reproduce, display, distribute copies, perform, disseminate, or prepare derivative works, and to authorize others to do so, for government purposes in all such copyrighted works. The Recipient shall affix the applicable copyright notices of 17 U.S.C. § 401 or 402 and an acknowledgement of government sponsorship (including award number) to any work first produced under an award.
59. Will obtain, via Cal OES, the prior approval from DHS on any use of the DHS seal(s), logos, crests or reproductions of flags or likenesses of DHS agency officials, including use of the United States Coast Guard seal, logo, crests or reproductions of flags or likenesses of Coast Guard officials.
60. Will comply with the requirements of the Preference for U.S. Flag Air Carriers: Travel supported by U.S. Government funds requirement, which states preference for the use of U.S. flag air carriers (air carriers holding certificates under 49 U.S.C. § 41102) for international air transportation of people and property to the extent that such service is available, in accordance with the International Air Transportation Fair Competitive Practices Act of 1974 (49 U.S.C. § 40118) and the interpretative guidelines issued by the Comptroller General of the United States in the March 31, 1981, amendment to Comptroller General Decision B138942.

61. Will comply with the requirements of the Drug-Free Workplace Act of 1988 (41 U.S.C. § 701 *et seq.*), which requires that all organizations receiving grants from any federal agency agree to maintain a drug-free workplace. The Recipient must notify the awarding office if an employee of the recipient is convicted of violating a criminal drug statute. Failure to comply with these requirements may be cause for debarment. These regulations are codified at 2 CFR 3001.
62. Will comply with the requirements of the government-wide award term which implements § 106(g) of the Trafficking Victims Protection Act (TVPA) of 2000, as amended (22 U.S.C. § 7104), located at 2 CFR Part 175. This is implemented in accordance with OMB Interim Final Guidance, Federal Register, Volume 72, No. 218, November 13, 2007. In accordance with Section 106(g) of the TVPA, as amended, requires the agency to include a condition that authorizes the agency to terminate the award, without penalty, if the Recipient or a sub-recipient engages in severe forms of trafficking in persons during the period of time that the award is in effect, procures a commercial sex act during the period of time that the award is in effect; or uses forced labor in the performance of the award or subawards under the award. Full text of the award term is provided at 2 CFR § 175.15.
63. Will comply with the requirements of Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance; national origin discrimination includes discrimination on the basis of limited English proficiency (LEP). To ensure compliance with Title VI, Recipients must take reasonable steps to ensure that LEP persons have meaningful access to your programs. Meaningful access may entail providing language assistance services, including oral and written translation, where necessary. Recipients are encouraged to consider the need for language services for LEP persons served or encountered both in developing budgets and in conducting programs and activities. For assistance and information regarding LEP obligations, go to <http://www.lep.gov>.
64. Will comply with the requirements of 42 U.S.C. § 7401 *et seq.* and Executive Order 11738, which provides for the protection and enhancement of the quality of the nation's air resources to promote public health and welfare and for restoring and maintaining the chemical, physical, and biological integrity of the nation's waters is considered research for other purposes.
65. Will comply with the requirements of the federal regulations at 45 CFR Part 46 and the requirements in DHS Management Directive 026-04, Protection of Human Subjects, prior to implementing any work with human subjects. The regulations specify additional protections for research involving human fetuses, pregnant women, and neonates (Subpart B); prisoners (Subpart C); and children (Subpart D). The use of autopsy materials is governed by applicable state and local law and is not directly regulated by 45 CFR Part 46.
66. Will comply with the requirements of the National Environmental Policy Act (NEPA), as amended, 42 U.S.C. § 4331 *et seq.*, which establishes national policy goals and procedures to protect and enhance the environment, including protection against natural

disasters. To comply with NEPA for its grant-supported activities, DHS requires the environmental aspects of construction grants (and certain non-construction projects as specified by the Component and awarding office) to be reviewed and evaluated before final action on the application.

67. Will comply with the requirements of § 1306(c) of the National Flood Insurance Act, as amended, which provides for benefit payments under the Standard Flood Insurance Policy for demolition or relocation of a structure insured under the Act that is located along the shore of a lake or other body of water and that is certified by an appropriate state or local land use authority to be subject to imminent collapse or subsidence as a result of erosion or undermining caused by waves or currents of water exceeding anticipated cyclical levels. These regulations are codified at 44 CFR Part 63.
68. Will comply with the requirements of the Flood Disaster Protection Act of 1973, as amended (42 U.S.C. § 4001 *et seq.*), which provides that no federal financial assistance to acquire, modernize, or construct property may be provided in identified flood-prone communities in the United States, unless the community participates in the National Flood Insurance Program and flood insurance is purchased within one year of the identification. The flood insurance purchase requirement applies to both public and private applicants for DHS support. Lists of flood-prone areas that are eligible for flood insurance are published in the Federal Register by FEMA.
69. Will comply with the requirements of Executive Order 11990, which provides that federally funded construction and improvements minimize the destruction, loss, or degradation of wetlands. The Executive Order provides that, in furtherance of § 101(b)(3) of NEPA (42 U.S.C. § 4331(b)(3)), federal agencies, to the extent permitted by law, must avoid undertaking or assisting with new construction located in wetlands unless the head of the agency finds that there is no practicable alternative to such construction, and that the proposed action includes all practicable measures to minimize harm to wetlands that may result from such use. In making this finding, the head of the agency may take into account economic, environmental, and other pertinent factors. The public disclosure requirement described above also pertains to early public review of any plans or proposals for new construction in wetlands. This is codified at 44 CFR Part 9.
70. Will comply with the requirements of the Uniting and Strengthening America by Providing Appropriate Tools Required to Intercept and Obstruct Terrorism Act (USA PATRIOT Act), which amends 18 U.S.C. §§ 175-175c. Among other things, it prescribes criminal penalties for possession of any biological agent, toxin, or delivery system of a type or in a quantity that is not reasonably justified by a prophylactic, protective, bona fide research, or other peaceful purpose. The act also establishes restrictions on access to specified materials. "Restricted persons," as defined by the act, may not possess, ship, transport, or receive any biological agent or toxin that is listed as a select agent.
71. Understands the reporting of subawards and executive compensation rules, including first tier subawards to Cal OES.
 - a. Applicability. Unless you are exempt as provided in paragraph d. of this award term, you must report each action that obligates \$25,000 or more in federal funds that does not include Recovery funds (as defined in § 1512(a)(2) of the American

Recovery and Reinvestment Act of 2009,

- b. Where and when to report: you must report on each obligating action described in the following paragraphs to Cal OES. For subaward information, report no later than the end of the month following the month in which the obligation was made. (For example, if the obligation was made on November 7, 2011, the obligation must be reported by no later than December 31, 2011.)
- c. What to report: You must report the information about each obligating action that the submission instructions posted in Information Bulletin 350, to Cal OES. To determine if the public has access to the compensation information, see the U.S. Security and Exchange Commission total compensation filings at <http://www.sec.gov/answers/execomp.htm>. Subgrantees must report sub-recipient executive total compensation to Cal OES by the end of the month following the month during which you make the subaward. Exemptions include: If, in the previous tax year, you had gross income, from all sources, under \$300,000, you are exempt from the requirements to report on subawards, and the total compensation of the five most highly compensated executives of any sub-recipient.
- d. Reporting Total Compensation of Recipient Executives: You must report total compensation for each of your five most highly compensated executives for the preceding completed fiscal year, if
 - i. the total federal funding authorized to date under this award is \$25,000 or more;
 - ii. in the preceding fiscal year, you received 80 percent or more of your annual gross revenues from federal procurement contracts (and subcontracts) and federal financial assistance subject to the Transparency Act, as defined at 2 CFR 170.320 (and subawards); and \$25,000,000 or more in annual gross revenues from federal procurement contracts (and subcontracts) and federal financial assistance subject to the Transparency Act, as defined at 2 CFR 170.320 (and subawards); and
 - iii. The public does not have access to information about the compensation of the executives through periodic reports filed under § 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or § 6104 of the Internal Revenue Code of 1986. (To determine if the public has access to the compensation information, see the U.S. Security and Exchange Commission total compensation filings at <http://www.sec.gov/answers/execomp.htm>.)
 - iv. Sub-recipient Executives. Unless you are exempt as provided above, for each first-tier sub-recipient under this award, you shall report the names and total compensation of each of the sub-recipient's five most highly compensated executives for the sub-recipient's preceding completed fiscal year, if in the sub-recipient's preceding fiscal year, the sub-recipient received 80 percent or more of its annual gross revenues from federal procurement contracts (and subcontracts) and federal financial assistance subject to the Transparency Act, as defined at 2 CFR 170.320 (and subawards); and \$25,000,000 or more in annual gross revenues from federal procurement contracts (and subcontracts), and federal financial assistance subject to the

Transparency Act (and subawards); and the public does not have access to information about the compensation of the executives through periodic reports filed under § 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or § 6104 of the Internal Revenue Code of 1986.

72. 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 enter into this agreement for and on behalf of SAN MATEO.

Signature of Authorized Agent: _____

Printed Name of Authorized Agent: Greg Munks

Title: Sheriff Date: _____

Appendix C -- Form of Reimbursement Request

REIMBURSEMENT REQUEST

_____, 2014

UASI Management Team
711 Van Ness Avenue, Suite 420
San Francisco, CA 94102

Re: FY 13 UASI Grant Reimbursement Request

Pursuant to Section 3.10 of the "Agreement between the City and County of San Francisco and the County of SAN MATEO for the Distribution of FY 2013 UASI Grant Funds" (the "Agreement"), dated NOVEMBER 1, 2013, and as amended by the First Amendment dated JUNE 1, 2014, between the County of SAN MATEO ("SAN MATEO") and the City and County of San Francisco, SAN MATEO hereby requests reimbursement as follows:

Total Amount of
Reimbursement
Requested in this
Request: \$ _____

Maximum Amount of
Funds Specified in
Section 3.2 of the
Agreement: \$ _____

Total of All Funds
Disbursed Prior to this
Request: \$ _____

SAN MATEO certifies that:

- (a) The total amount of funds requested pursuant to this Reimbursement Request will be used to reimburse SAN MATEO for Authorized Expenditures, which expenditures are set forth on the attached Schedule 1, to which are attached true and correct copies of all required documentation of such expenditures.
- (b) After giving effect to the disbursement requested pursuant to this Reimbursement Request, the Funds disbursed as of the date of this disbursement will not exceed the maximum amount set forth in Section 3.2 of the Agreement, or the not to exceed amounts specified in Appendix A for specific projects and programs.

- (c) The representations, warranties and certifications made in the Agreement are true and correct in all material respects as if made on the date hereof, and SAN MATEO is in compliance with all Grant Assurances in Appendix B of the Agreement;
- (d) No Event of Default has occurred and is continuing; and
- (e) The undersigned is an officer of SAN MATEO authorized to execute this Reimbursement Request on behalf of SAN MATEO.

Signature of Authorized Agent: _____

Printed Name of Authorized Agent: _____

Title: _____ Date: _____

SCHEDULE 1 TO REQUEST FOR REIMBURSEMENT

The following is an itemized list of Authorized Expenditures for which reimbursement is requested:

| Project | Payee | Amount | Description |
|---------|-------|--------|-------------|
|---------|-------|--------|-------------|

The following are attached as part of this Schedule 1:

- (i) An invoice for each item of expenditure for which reimbursement is requested;
- (ii) The front and the back of canceled checks or other written evidence documenting the payment of each invoice;
- (iii) For expenditures which are wages or salaries, payroll registers containing a detailed breakdown of earnings and withholdings, together with both sides of canceled payroll checks evidencing payment thereof (unless payment has been made electronically).
- (iv) Copies of purchase orders, contracts, and performance bonds, as applicable.