

**AGREEMENT BETWEEN THE CITY AND COUNTY OF
SAN FRANCISCO AND THE COUNTY OF SAN MATEO
FOR THE DISTRIBUTION OF FY 2008 UASI REGIONAL FUNDS**

FIRST AMENDMENT

THIS AMENDMENT (this "Amendment") is made as of **September 22, 2009**, 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 2008 UASI Regional Funds" dated **October 23, 2008** between SAN MATEO and City.

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

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

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

In no event shall the amount of Grant Funds disbursed hereunder exceed **THREE HUNDRED FIFTY FOUR THOUSAND, NINE HUNDRED SIXTY TWO DOLLARS (\$354,962)**.

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

In no event shall the amount of Grant Funds disbursed hereunder exceed **ONE MILLION, ONE HUNDRED EIGHTY EIGHT THOUSAND, SIX HUNDRED TWENTY NINE DOLLARS (\$1,188,629)**.

b. Appendix A, Authorized Expenditures and Timelines. Appendix A identifies the authorized purposes, deliverables, deadlines and "not to exceed" ("NTE") amounts on which SAN MATEO may expend the Grant Funds distributed under this Agreement.

Such Appendix is hereby amended to reflect the following:

- i) The addition of equipment expenses NTE \$766,667 for Project A, Interoperable Communications.
- ii) The addition of planning expenses NTE \$67,000 for Project L, Information Sharing System.

A revised Appendix A is attached to this First 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 First Amendment, to certify its current compliance with all applicable grant assurances.

d. Article 11, Insurance. Article 11, Insurance, is hereby replaced in its entirety to read as follows:

11.1 Types and Amounts of Coverage. Without limiting SAN MATEO's liability pursuant to Article 6 of this Agreement, SAN MATEO shall maintain in force, during the full term of the Agreement, insurance in the following amounts and coverages:

(a) Workers' Compensation, in statutory amounts, with Employers' Liability Limits not less than \$1,000,000 each accident, injury, or illness; and

(b) Commercial General Liability Insurance with limits not less than \$1,000,000 each occurrence Combined Single Limit for Bodily Injury and Property Damage, including Contractual Liability, Personal Injury, Products and Completed Operations; and

(c) Commercial Automobile Liability Insurance with limits not less than \$1,000,000 each occurrence Combined Single Limit for Bodily Injury and Property Damage, including Owned, Non-Owned and Hired auto coverage, as applicable.

11.2 Additional Requirements for General and Automobile Coverage. Commercial General Liability and Commercial Automobile Liability Insurance policies must be endorsed to provide:

(a) Name as Additional Insured the City and County of San Francisco, its Officers, Agents, and Employees.

(b) That such policies are primary insurance to any other insurance available to the Additional Insureds, with respect to any claims arising out of this Agreement, and that insurance applies separately to each insured against whom claim is made or suit is brought.

11.3 Additional Requirements Regarding Workers' Compensation. Regarding Workers' Compensation, SAN MATEO hereby agrees to waive subrogation which any insurer of SAN MATEO may acquire from SAN MATEO by virtue of the payment of any loss. SAN MATEO agrees to obtain any endorsement that may be necessary to effect this waiver of subrogation. The Workers' Compensation policy shall be endorsed with a waiver of subrogation in favor of the City for all work performed by the SAN MATEO, its employees, agents and subcontractors.

11.4 Additional Requirements for All Policies. All policies shall provide thirty days' advance written notice to the City of reduction or nonrenewal of coverages or cancellation of coverages for any reason. Notices shall be sent to the City address in Article 9, Notices and Other Communications.

11.5 Required Post-Expiration Coverage. Should any of the required insurance be provided under a claims-made form, SAN MATEO shall maintain such coverage continuously throughout the term of this Agreement and, without lapse, for a period of three years beyond the expiration of this Agreement, to the effect that, should occurrences during the Agreement term give rise to claims made after expiration of the Agreement, such claims shall be covered by such claims-made policies.

11.6 General Annual Aggregate Limit/Inclusion of Claims Investigation or Legal Defense Costs. Should any of the required insurance be provided under a form of coverage that includes a general annual aggregate limit or provides that claims investigation or legal defense costs be included in such general annual aggregate limit, such general annual aggregate limit shall be double the occurrence or claims limits specified above.

11.7 Lapse in Insurance. Should any required insurance lapse during the term of this Agreement, requests for reimbursement originating after such lapse may not be processed, in the City's sole discretion, until the City receives satisfactory evidence of reinstated coverage as required by this Agreement, effective as of the lapse date. If insurance is not reinstated, the City may, at its sole option, terminate this Agreement effective on the date of such lapse of insurance.

11.8 Evidence of Insurance. Before commencing any operations or expending any Grant Funds under this Agreement, SAN MATEO shall furnish to City certificates of insurance and additional insured policy endorsements with insurers with ratings comparable to A-, VIII or higher, that are authorized to do business in the State of California, and that are satisfactory to City, in form evidencing all coverages set forth above. Failure to maintain insurance shall constitute a material breach of this Agreement.

11.9 Effect of Approval. Approval of the insurance by City shall not relieve or decrease the liability of SAN MATEO hereunder.

11.10 Insurance for Subcontractors and Evidence of this Insurance. If a subcontractor or subgrantee will be used to complete any portion of this Agreement, SAN MATEO shall ensure that the subcontractor or subgrantee shall provide all necessary insurance and shall name the City and County of San Francisco, its officers, agents and employees and the SAN MATEO as additional insureds.

11.11 Authority to Self-Insure. Nothing in this Agreement shall preclude SAN MATEO from self-insuring all or part of the insurance requirement in this Article. However, SAN MATEO shall provide proof of self-insurance, in a form acceptable to San Francisco, in the amounts of each line of self-insurance.

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, RECIPIENT JURISDICTION and City have executed this Amendment as of the date first referenced above.

CITY:

COUNTY OF SAN MATEO:

SAN FRANCISCO DEPARTMENT OF
EMERGENCY MANAGEMENT

By:

By:

VICKI HENNESSY
ACTING EXEC. DIRECTOR

PRESIDENT,
BOARD OF SUPERVISORS

Federal Tax ID #: 94-6000532

Approved as to Form:
Dennis J. Herrera
City Attorney

By: _____
Katharine Hobin Porter
Deputy City Attorney

Amended Appendices:
Amended Appendix A, Authorized Expenditures and Timelines, dated September 22, 2009
Appendix B, dated September 22, 2009

Appendix A — Authorized Expenditures and Timelines

ENTITY: SAN MATEO COUNTY

Total allocation to be spent on the following solution areas:

<u>UASI Project Title</u>	<u>Solution Area</u>	<u>Program Description</u>	<u>Deliverable Dates</u>	<u>Amount</u>
Project A Interoperable Communications	Equipment	The Interoperable Communications project will provide funding to expand and integrate regional standards-based voice and radio systems. This project will continue to provide equipment towards the upgrade of SAN MATEO's Interoperable Communications Solution. All equipment must be approved by the UASI Interoperability Program Director.	6/30/10	Not to Exceed: \$766,667
Project C Training	Training	Training course expenses to include backfill/overtime, travel, tuition, per diem or other grant eligible expenses. All expenses must be pre-approved by the UASI Director of Strategy and Compliance or designee prior to scheduling. Invoices for all training expenses must be submitted by no later than 6/30/10	1/01/09 – 06/30/10	Not to Exceed: \$21,962
Project L Information Sharing System	Equipment	West Bay Information Sharing System. Purchase equipment as per the Financial Management Workbook. All purchases must be pre-approved by the Interoperability and Info Sharing Grants Program Manager, Heather Tannehill-Plamondon. This funding will include at	3/01/09 – 06/30/10	Not to Exceed: \$333,000

		<p>a minimum:</p> <ul style="list-style-type: none"> • The development of a project plan with dated milestones which will be submitted to the UASI Management team by 10/31/09; • The utilization of a collaborative governance structure representing the justice agencies in this region (comprised of San Mateo County, government entities with San Mateo County, and the City and County of San Francisco) to direct spending and sustainability, governance documents submitted to UASI Management Team by 3/31/10; • That MOUs shall be executed establishing the sharing environment between the justice agencies in the region and with other nodes, MOUs submitted to UASI Management Team by 3/31/10; • The establishment of a West Bay COPLINK node which will accommodate all justice agencies in the region; connectivity of the San Mateo County Sheriff's Office, the San Francisco Police Department, the San Francisco Sheriff's Department, the San Mateo Police Department and as many other justice agencies in the region to the COPLINK node as possible, connectivity to be established no for Phase 1 agencies no 		
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		<p>later than 6/30/10;</p> <ul style="list-style-type: none"> • That the West Bay COPLINK (Fusion Center) node be connected to the three COPLINK nodes that reside in the Regional Terrorism Threat Assessment Centers in Los Angeles, San Diego and Sacramento; connectivity established no later than 6/30/10. 		
Project L Information Sharing System	Planning	<p>Project planning costs for the completion and integration of the South Bay Information Sharing Project into the West Bay Node.</p> <ul style="list-style-type: none"> • 900 hours @ \$73.46 per hour. <p>Deliverables to include monthly status reports to BayRICS Project Manager. Costs supported by functional time sheets provided by planner.</p>	1/1/10 – 06/30/10	\$67,000
		TOTAL ALLOCATION		NOT TO EXCEED: \$1,188,629

- **All requests for reimbursements must be submitted by September 30, 2010 unless an earlier deadline is set in this Appendix.**
- **Authorized expenditures must fall into one of the following categories: Planning, Organization, Equipment, Training, or Exercises. Descriptions of authorized expenditures are in the following documents:**
 - *FY 2008 Homeland Security Grant Program, Guidance and Application Kit* dated February 2008: http://www.ohs.ca.gov/pdf/fy08_hsgp_guide.pdf
 - *California Supplement to Federal Program Guidance and Application Kit*: <http://www.ohs.ca.gov/pdf/FY%2008%20HSGP%20California%20Supplement%205-7-08.pdf>
 - *Authorized Equipment List*: www.rkb.us
 - *Office of Justice Programs Financial and Administrative Guide for Grants*: <http://www.ojp.usdoj.gov/financialguide/>

- **Any equipment purchased under this Agreement must match the UASI 2008 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.**

Appendix B-- Grant Assurances

Name of Jurisdiction: County of San Mateo, Office of the Sheriff
Name of Authorized Agent: Edmund Barberini, Lieutenant
Address: 400 County Center
City: Redwood City State: CA Zip Code: 94063
Telephone Number: (650) 363-4790
Fax Number: (650) 363-1868
E-Mail Address: ebarberini@co.sanmateo.ca.us

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

1. 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 federal Department of Homeland Security (DHS) and subgranted through the State of California, Governor's Office of Homeland Security (OHS).
2. Will assure that grant funds are only used for allowable, fair, and reasonable costs and will not transfer funds between programs (State Homeland Security Program, Urban Area Security Initiative, Citizen Corps Program, and Metropolitan Medical Response System).
3. Will give the federal government, the General Accounting Office, the Comptroller General of the United States, the State of California, through any authorized representative, access to and the right to examine all paper or electronic records, books, papers, or documents related to the award; and will establish a proper accounting system in accordance with generally accepted accounting standards or awarding agency directives.
4. 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 and achievement of a baseline level of capability as defined by the Fusion Capability Planning Tool.
5. Will provide progress reports and such other information as may be required by the DHS, FEMA or OHS, including the Initial Strategy Implementation Plan (ISIP), within 45 (forty-five) days of the award, and update via a report in the Grant Reporting Tool (GRT) twice each year.
6. Will initiate and complete the work within the applicable time frame after receipt of approval from OHS.
7. Will comply with FEMA's codified regulation 44 Part 13, Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments, including Part 13.1 regarding the payment of interest earned on advances.

8. Will establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest, or personal gain for themselves or others, particularly those with whom they have family, business or other ties.
9. Agrees that to the extent contractors or subcontractors are utilized, grantees and subgrantees shall use small, minority, women-owned, or disadvantaged business concerns and contractors or subcontractors to the extent practicable.
10. Will comply with 2 C.F.R. § 215.25, and will notify OHS of any developments that have a significant impact on award-supported activities, including changes to key program staff.
11. 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 residence structures.
12. Understands and agrees that Federal funds will not be used, directly or indirectly, to support the enactment, repeal, modification or adoption of any law, regulation, or policy, at any level of government, without the express prior written approval from FEMA.
13. Will comply with all federal statutes relating to Civil Rights and Nondiscrimination. These include but are not limited to:
 - a. Title VI of the Civil Rights Act of 1964 (P.L. 88-352), as amended, which prohibits discrimination on the basis of race, color or national origin.
 - b. Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §§ 1681-1683 and 1685-1686), which prohibits discrimination on the basis of gender.
 - c. Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794), which prohibits discrimination on the basis of handicaps.
 - d. The Age Discrimination Act of 1975, as amended (42 U.S.C. §§ 6101-6107), which prohibits discrimination on the basis of age.
 - e. The Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255) as amended, relating to nondiscrimination on the basis of drug abuse.
 - f. The Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism;
 - g. §§ 523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. 290 dd-3 and 290 ee-3), as amended, relating to confidentiality of alcohol and drug abuse patient records.
 - h. Title VIII of the Civil Rights Act of 1968 (42 U.S.C. § 3601 et seq.), as amended, relating to nondiscrimination in the sale, rental or financing of housing.
 - i. Title 28 C.F.R. Part 42, Subparts C, D, E and G.
 - j. Title 28 C.F.R. Part 35.
 - k. Any other nondiscrimination provisions in the specific statute(s) under which application for federal assistance is being made.
 - l. Title 44 C.F.R. Parts 7, 16, and 19 relating to nondiscrimination.
 - m. The requirements on any other nondiscrimination statute(s) that may apply to the application.
14. Will, in the event a Federal or State court or Federal or State administrative agency makes a finding of discrimination after a due process hearing on the grounds or race, color,

religion, national origin, gender, or disability against a recipient of funds, forward a copy of the finding to the Office of Civil Rights, Office of Justice Programs.

15. Will provide an Equal Employment Opportunity Plan, if applicable, to the Department of Justice Office of Civil Rights within 60 days of grant award.
16. Will comply, and assure the compliance of all its subgrantees and contractors, with the nondiscrimination requirements of the Omnibus Crime Control and Safe Streets Act of 1968, as amended, 42 U.S.C. 3789(d), or the Juvenile Justice and Delinquency Prevention Act, or the Victims of Crime Act, as appropriate; and the provision of the current edition of the Office of Justice Programs Financial and Administrative Guide for Grants, M7100.1.
17. Will comply, or has already complied, 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 C.F.R. Part 25, Uniform Relocation Assistance and Real Property Acquisition for Federal and federally-assisted programs.
18. Will comply, if applicable, with the flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973 (P.L. 93-234), which requires recipients in a special flood hazard area to participate in the program and to purchase flood insurance if the total cost of insurable construction and acquisition is \$10,000 (ten thousand dollars) or more.
19. Will comply with all applicable Federal, State, and local environmental and historical preservation (EHP) requirements. Failure to meet Federal, State, and local EHP requirements and obtain applicable permits may jeopardize Federal funding. Will comply with all conditions placed on any project as the result of the EHP review; any change to the scope of work of a project will require re-evaluation of compliance with these EHP requirements.
20. Agrees not to undertake any project having the potential to impact the EHP resources without the prior written approval of FEMA/OHS, including but not limited to communications towers, physical security enhancements, new construction and modifications to buildings that are 50 (fifty) years old or more. Any construction related activities initiated prior to full environmental and historic preservation (EHP) review will result in a non-compliance finding. If ground disturbing activities occur during the project implementation, the recipient must ensure monitoring of the ground disturbance and if any potential archeological resources are discovered, the recipient will immediately cease activity in that area and notify OHS/FEMA and the appropriate State Historic Preservation Office.
21. Will ensure that the facilities under its ownership, lease or supervision which shall be utilized in the accomplishment of this project are not listed in the Environmental Protection Agency's (EPA) list of Violating Facilities, and will notify OHS and the Federal Grantor agency of the receipt of any communication from the Director of the EPA Office of Federal

Activities indicating that a facility to be used in the project is under consideration for listing by the EPA.

22. Will provide any information requested by FEMA/OHS to insure compliance with applicable laws including the following:
 - a. Institution of environmental quality control measures under the National Environmental Policy Act, National Historical Preservation Act, Archaeological and Historic Preservation Act, Endangered Species Act, and Executive Orders on Floodplains (EO11988), Wetlands (11990) and Environmental Justice (12898) and Environmental Quality (EO11514).
 - b. Title 44 C.F.R. Parts 9 and 10, referencing floodplain management and environmental considerations.
 - c. Notification of violating facilities pursuant to E.O. 11738.
 - d. 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.).
 - e. 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.).
 - f. Protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended, (P.L. 93-523).
 - g. California Environmental Quality Act (CEQA), California Public Resources Code §§ 21080-21098, and Title 14 C.C.R. Chapter 3 §§ 15000-15007.
 - h. 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.
 - i. Applicable provisions of the Coastal Barrier Resources Act (P.L. 97-348) dated October 19, 1982 (16 U.S.C. 3501 et seq.) which prohibits the expenditure of most new Federal funds within the units of the Coastal Barrier Resources System.
 - j. Will comply with all conditions placed on any project as the result of the EHP review; any change to the scope of work of a project will require re-evaluation of compliance with these EHP requirements.
 - k. Agrees not to undertake any project having the potential to impact the EHP resources without the prior written approval of FEMA/OHS, including but not limited to communications towers, physical security enhancements, new construction and modifications to buildings that are 50 (fifty) years old or more.
23. Will comply with Standardized Emergency Management System (SEMS) requirements as stated in the California Emergency Services Act, Government Code, Chapter 7 of Division 1 of Title 2, § 8607.1(e) and Title 19 C.C.R. §§ 2445, 2446, 2447 and 2448.
24. Agrees that all publications created or published with funding under this grant shall prominently contain the following statement: *"This document was prepared under a grant from FEMA's Grant Programs Directorate, U.S. Department of Homeland Security. points of view or opinions expressed in this document are those of the authors and do not necessarily represent the official position or policies of FEMA's Grant Programs Directorate or the U.S. Department of Homeland Security."* The recipient also agrees that, when practicable, any equipment purchased with grant funding shall be prominently marked as follows: *"Purchased with funds provided by the U.S. Department of Homeland Security."*
25. 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, agree to the following:

- a. Promptly return to the State of California all the funds received which exceed the approved, actual expenditures as accepted by the federal or state government.
 - b. In the event the approved amount of the grant is reduced, the reimbursement applicable to the amount of the reduction will be promptly refunded to the State of California.
 - c. Separately account for interest earned on grant funds, and will return all interest earned, in excess of \$100 per federal fiscal year.
26. 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).
27. Will comply with provisions of the Hatch Act (5 U.S.C. §§ 1501-1508 and 7324-7328), which limit the political activities of employees whose principal employment activities are funded in whole or in part with federal funds.
28. Will comply, if applicable, with P.L. 93-348 regarding the protection of human subjects involved in research, development, and related activities supported by this award of assistance.
29. 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.
30. 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.
31. Will comply, as applicable, with the provisions of the Davis-Bacon Act (40 U.S.C. §§ 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 subagreements.
32. Agrees that:
- a. No federal appropriated funds have been paid or will be paid, by or on behalf of SAN MATEO, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the making of any federal grant, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal grant or cooperative agreement.
 - b. If any other funds than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or an employee of Congress, or employee of a Member of Congress in connection with the federal grant or cooperative agreement, SAN MATEO shall complete and submit Standard Form LLL, "Disclosure of Lobbying Activities," in accordance with its instructions.

- c. SAN MATEO shall require that the language of this certification be included in the award documents for all subawards at all tiers including subgrants, contracts under grants and cooperative agreements, and subcontract(s) and that all subrecipients shall certify and disclose accordingly.
 - d. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. §1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.
33. 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.
34. Agrees that funds awarded under this grant will be used to supplement existing funds for program activities, and will not supplant (replace) non-federal funds.
35. Will comply with all applicable Federal statutes, regulations, policies, guidelines and requirements, including OMB Circulars A-21, A-87, A102, A-110, A-122, and A-133, E.O. 12372 and the current Administrative Requirements, Cost Principles, and Audit Requirements. Will also comply with Title 28 C.F.R. Parts 66 and 70, that govern the application, acceptance and use of Federal funds for federally assisted projects.
36. Will comply with provisions of 28 C.F.R. applicable to grants and cooperative agreements, Including:
- a. Part 18, Administrative Review Procedures.
 - b. Part 20, Criminal Justice Information Systems.
 - c. Part 22, Confidentiality of Identifiable Research and Statistical Information.
 - d. Part 23, Criminal Intelligence Systems Operating Policies.
 - e. Part 30, Intergovernmental Review of Department of Justice Programs and Activities.
 - f. Part 35, Nondiscrimination on the Basis of Disability in State and Local Government Services.
 - g. Part 38, Equal Treatment of Faith-based Organizations.
 - h. Part 63, Floodplain Management and Wetland Protection Procedures.
 - i. Part 42, Nondiscrimination/Equal Employment Opportunities Policies and Procedures.
 - j. Part 61, Procedures for Implementing the National Environmental Policy Act.
 - k. Part 64, Floodplain Management and Wetland Protection Procedures; and Federal laws or regulations applicable to Federal Assistance Programs.
 - l. Part 66, Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments.
 - m. Part 67, Government-Wide Debarment and Suspension (Non-Procurement).
 - n. Part 69, New Restrictions on Lobbying.

- o. Part 70, Uniform Administrative Requirements for Grants and Cooperative Agreements (including sub-awards) with Institutions of Higher Learning, Hospitals and other Non-Profit Organizations.
 - p. Part 83, Government-Wide Requirements for a Drug Free Workplace (grants).
37. Will comply with Subtitle A, Title II of the Americans with Disabilities Act (ADA) of 1990.
 38. Agrees to cooperate with any assessments, national evaluation efforts, or information or data collection requests, including, but not limited to, the provision of any information required for the assessment or evaluation of any activities within this agreement.
 39. Will maintain procedures to minimize the time elapsing between the award of funds and the disbursement of funds.
 40. Will comply with the financial and administrative requirements set forth in the current edition of the Office of Justice Programs (OJP) Financial Guide and the current US Department of Homeland Security (DHS) Financial Management Guide.
 41. Agrees that all allocations and use of funds under this grant will be in accordance with the federal FY 2008 Homeland Security Grant Program Guidance and Application Kit, and the California Supplement to the FY 2008 Homeland Security Grant Program Guidance and Application Kit. All allocations and use of funds under this grant will be in accordance with the Allocations, and use of grant funding must support the goals and objectives included in the State and/or Urban Area Homeland Security Strategies as well as the investments identified in the Investment Justifications which were submitted as part of the California FY2008 Homeland Security Grant Program application. Further, use of FY08 funds is limited to those investments included in the California FY08 Investment Justifications submitted to DHS/FEMA and evaluated through the peer review process.
 42. Acknowledges that FEMA reserves a royalty-free, non exclusive, 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 GPD regarding the allocation of any patent rights that arise from, or are purchased with, this funding.
 43. 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 Orders 12549 and 12689, "Debarment and Suspension."
 44. As required by Executive Order 12549, Debarment and Suspension, and implemented at 28 C.F.R. Part 67, for prospective participants in primary covered transactions, as defined at 28 C.F.R. Part 67 § 67.510.
 - a. SAN MATEO certifies that it and its principals:
 - (i) Are not presently debarred, suspended, proposed for debarment, declared ineligible, sentenced to a denial of Federal benefits by a State or Federal court, or voluntarily excluded from covered transactions by any Federal department or agency.
 - (ii) Have not within a three-year period preceding this application been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery,

- bribery, falsification or destruction of records, making false statements, or receiving stolen property.
- (iii) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and (d) Have not within a three-year period preceding this application had one or more public transactions (Federal, State, or local) terminated for cause or default; and
- b. Where SAN MATEO is unable to certify to any of the statements in this certification, it shall attach an explanation to this application.

45. Agrees to comply with the Drug-Free Workplace Act of 1988, and implemented at 28 C.F.R. Part 67, Subpart F, for grantees, as defined at 28 C.F.R. Part 67 §§ 67.615 and 67.620 and certifies that it will or will continue to provide a drug-free workplace by:
- (a) Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in SAN MATEO's workplace and specifying the actions that will be taken against employees for violation of such prohibition.
 - (b) Establishing an on-going drug-free awareness program to inform employees about:
 - (1) The dangers of drug abuse in the workplace.
 - (2) SAN MATEO's policy of maintaining a drug-free workplace.
 - (3) Any available drug counseling, rehabilitation, and employee assistance programs; and
 - (4) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace.
 - (c) Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph (a).
 - (d) Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the grant, the employee will:
 - (1) Abide by the terms of the statement; and
 - (2) Notify SAN MATEO in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction.
 - (e) Notifying the agency, in writing, within 10 calendar days after receiving notice under subparagraph (d)(2) from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to:

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

- Notice shall include the identification number(s) of each affected grant.
- (f) Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph (d)(2), with respect to any employee who is so convicted.
 - (1) Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or
 - (2) Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency.

(g) Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (a), (b), (c), (d), (e), and (f).

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

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

As the duly authorized representative of SAN MATEO, I hereby certify that SAN MATEO will comply with the above certifications.

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: _____

Title: _____ Date: _____