

# Memorandum

**TO:** HONORABLE MAYOR AND  
CITY COUNCIL

**FROM:** Robert L. Davis  
William L. McDonald  
Jennifer A. Maguire

**SUBJECT:** SEE BELOW

**DATE:** August 23, 2010

Approved

Date

8/26/10

Council District: City-Wide

**SUBJECT: ADOPTION OF APPROPRIATION ORDINANCE AND FUNDING SOURCES RESOLUTION AMENDMENTS IN THE GENERAL FUND AND ADOPTION OF A RESOLUTION AUTHORIZING THE CITY MANAGER TO EXECUTE AN AGREEMENT WITH THE COUNTY OF SANTA CLARA TO ACCEPT 2009 STATE HOMELAND SECURITY GRANT PROGRAM (SHSGP) FUNDS AND 2009 METROPOLITAN MEDICAL RESPONSE SYSTEM (MMRS) GRANT FUNDS**

## RECOMMENDATION

It is recommended that the City Council:

1. Adopt a resolution authorizing the City Manager to execute an agreement with the County of Santa Clara to accept program funds from the County for 2009 State Homeland Security Grant Program (SHSGP) funding for Police and Fire Department training and exercise events in an amount up to \$1,404,107 and Fire Department funding for the 2009 Metropolitan Medical Response System (MMRS) Grant Program in the amount of \$321,221.
2. Adopt the following appropriation ordinance and funding sources resolution amendments in the General Fund in fiscal year 2010-2011:
  - a. Establish a city-wide appropriation to the Fire Department for the 2009 Metropolitan Medical Response System (MMRS) Grant Program in the amount of \$321,221;
  - b. Increase the existing city-wide appropriation to the Police Department for the State Homeland Security Grant Program in the amount of \$100,675; and,
  - c. Increase the estimate for Revenue from the Federal Government by \$421,896.

3. Adopt a resolution authorizing the City Manager to negotiate and execute additional amendments to the agreement and all related documents without further City Council action.

### **OUTCOME**

City Council's approval of 2009 SHSGP recommendations will provide continued funding for the San José Police Department and Fire Department to conduct and/or attend training and exercise events to enhance the Departments' capabilities in terrorism prevention, mitigation, and deterrence. The 2009 MMRS grant funding will be used by the Fire Department's Office of Emergency Services for planning purposes to include emergency operations plan updates, development of additional plan appendices, and other planning efforts, and will also cover limited management and administration costs. The Office of Emergency Services will administer the entirety of the 2009 MMRS grant funding during the grant performance period.

### **BACKGROUND**

The federal Department of Homeland Security (DHS) through its Homeland Security Grant Program (HSGP) has awarded 2009 grant funding to the State of California for a number of grant programs. The State, as grantee, has awarded funding to designated Operational Areas within the State for expenditure of select grant funding. The County of Santa Clara is one of several Operational Areas in California that is administering this funding. The County of Santa Clara has allocated funding which the City of San José is to receive under the 2009 State Homeland Security Grant Program (SHSGP) and Metropolitan Medical Response System (MMRS) programs funded through HSGP. Both of these grants reimburse the City for eligible grant expenditures.

As in the last several years, the SHSGP grant will again provide funding for local law enforcement and fire departments to conduct and/or attend training and exercise events. These are designed to enhance capabilities in the field of terrorism prevention, mitigation, and deterrence, as well as in rescue systems and methods of confined space rescues.

The funds from the 2009 MMRS program will continue San José's existing program, designed to protect first responders from bio-terrorism events. San José's Metropolitan Medical Task Force, funded through this grant, is a partnership consisting of San José's Fire and Police Departments, County of Santa Clara Public Health Department, and American Medical Response (AMR), the contracted medical transport provider for the County and hospitals.

### **ANALYSIS**

The City of San José is to receive 2009 SHSGP and 2009 MMRS funding from the County of Santa Clara, acting as the grant administrator for funds awarded to the State of California under the 2009 HSGP. The term of the grant is for the period October 1, 2009 through December 31, 2011.

Per the Agreement (Attachment A), the San José Police Department (SJPD) and Fire Department (SJFD) will be allocated up to a maximum of \$1,404,107 for the purpose of conducting and attending approved training and exercise events. This allocation for training and exercise events is available to all jurisdictions within the Santa Clara County Operational Area and is approved for dispersal and allocation by the Homeland Security Training & Exercise Grants Advisory Group (HSTEGAG). To access SHSGP grant funds that are not being appropriated as part of this Council action, the SJPD and SJFD will submit a training/exercise request form to the Santa Clara County Office of Emergency Services (SCCOES) for approval by the HSTEGAG for each training and/or exercise it has proposed for grant funding. Once these requests are approved by HSTEGAG, the respective department will request appropriation of the approved funds up to the maximum amount indicated above.

The SJPD Training Unit has already received approval from the HSTEGAG to expend \$88,406 of the allocated maximum to train sworn Police personnel in First Responder Operations and Law Enforcement Field Support (FROLAW). This training is designed to instruct law enforcement personnel in tactics, procedures and the use of equipment required to safely respond and work in close proximity of hazardous materials or a Weapons of Mass Destruction (WMD) incident. The Training Unit will conduct five FROLAW training courses through November 2010.

Additionally, the SJPD Bomb Squad has received approval from the HSTEGAG to expend \$7,000 to attend Large Bomb Squad's Large Vehicle Post Blast Investigations training, which will keep the Bomb Squad abreast of new techniques and capabilities, along with an opportunity to meet and confer with other explosive professionals from around the country. Secondly, the SJPD Bomb Squad received approval to expend \$5,269 for one sworn officer to attend Tactical Emergency Medicine I training. This training is designed to provide an assault team member with skills necessary to provide immediate life support in the crisis area during tactical operations and provide assistance to EMS personnel. Additionally, the SJPD Bomb Squad has been approved to receive one Small Bomb Robot to be purchased by the County of Santa Clara with 2009 SHSGP funds. Upon purchase and receipt of this equipment, the County of Santa Clara will transfer this equipment to the SJPD Bomb Squad. The cost of this equipment as identified in Exhibit A of the Agreement is \$33,277.

The SJFD received approval from the HSTEGAG to expend a portion of the grant allocation for seven (7) trainings including one Rescue Systems II training, three Emergency Trench and Excavation Rescue trainings, and three Confined Space trainings. However, due to a delay in the approval of Environment and Historic Preservation (EHP) forms, that must be submitted and approved for each training, the approved trainings are being rescheduled. In addition, due to departmental staffing reductions in Fiscal Year 2010-11, the classes may be condensed because of fewer prospective participants. As a result, no appropriation is being requested at this time.

The following is a list of projected training and exercise events to take place over the next year that will be attended or conducted by the SJPD and SJFD. They are expected to be funded through the 2009 SHSGP grant on a reimbursement basis.

Event Name & Dates	Grant Funding
SJPD - Post Blast Invest. / July, 2010	\$7,000
SJPD – Tactical Emergency Medicine I / Oct, 2010	\$5,269
SJPD - FROLAW / July – Nov, 2010	88,406
SJFD – Rescue Systems II	*
SJFD – Emergency Trench and Excavation Rescue (Shifts A, B and C)	*
SJFD – Confined Space Rescue (Shifts A, B and C)	*
<b>Total Costs</b>	<b>\$100,675</b>

\*The rescheduled SJFD trainings are expected to be among several to be funded from the remaining training and exercise grant funding. An appropriation for the SJFD trainings will be requested at a later time. Total funding available for training and exercises by the County of Santa Clara across all local jurisdictions is \$1,404,107, of which \$100,675 has been approved and allocated to SJPD.

The 2009 MMRS grant funds will be utilized for planning purposes, including the funding of staff to develop additional plans, procedures and policies, and minor management and administrative costs (that may include pre-approved travel to MMRS-related conferences).

**EVALUATION AND FOLLOW-UP**

As additional training events are applied for and approved, City Council action may be required to appropriate additional grant funding.

**PUBLIC OUTREACH/INTEREST**

- Criterion 1:** Requires Council action on the use of public funds equal to \$1 million or greater. **(Required: Website Posting)**
- Criterion 2:** Adoption of a new or revised policy that may have implications for public health, safety, quality of life, or financial/economic vitality of the City. **(Required: E-mail and Website Posting)**
- Criterion 3:** Consideration of proposed changes to service delivery, programs, staffing that may have impacts to community services and have been identified by staff, Council or a Community group that requires special outreach. **(Required: E-mail, Website Posting, Community Meetings, Notice in appropriate newspapers)**

This memorandum does not meet any of the above criteria, but it is posted on the City's website as part of the September 14, 2010 Council agenda.

### **COORDINATION**

This memorandum has been coordinated with the City Attorney's Office.

### **COST SUMMARY/IMPLICATIONS**

Total funding available for training and exercise costs through the HSTEGAG totals \$1,404,107 for all local jurisdictions in Santa Clara County. The City of San José will be reimbursed by the County of Santa Clara for grant-related expenditures for training and exercise costs incurred by SJPd and SJFD during the term of the 2009 SHSGP grant. To date, the HSTEGAG has authorized \$100,675 in funding for the City of San José. Additionally, the City will be reimbursed by the County of Santa Clara up to \$321,221 for eligible 2009 MMRS grant expenditures.

There are no matching funds or in-kind services required under either of these grants (SHSGP and MMRS).

### **BUDGET REFERENCE**

Fund #	Appn #	Appropriation Name	Total Appn.	2010-2011 Proposed Budget Page*	Last Budget Action (Date, Ord. No.)
001	3684	Police – State Homeland Security Grant Program	\$34,698	N/A	(6/29/10, 28765)

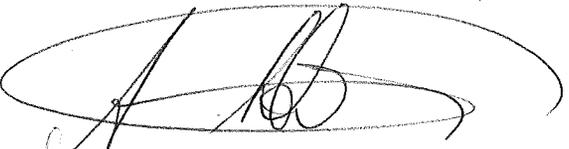
\*The 2010-2011 Proposed Operating Budget was adopted by the City Council on June 29, 2010.

CEQA

Not a Project, File No. PP10-066 (e), SHSGP Grant Agreement.

/s/  
ROBERT L. DAVIS  
Chief of Police

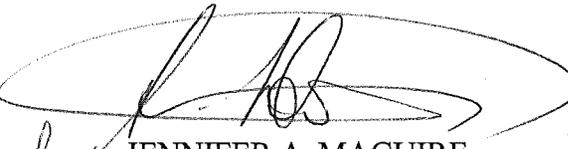
/s/  
WILLIAM L. MCDONALD  
Fire Chief



JENNIFER A. MAGUIRE  
Budget Director

For questions please contact Rick Cheney, Grants Analyst, at 408-277-4488.

I hereby certify that there will be available for appropriation in the General Fund in the Fiscal Year 2010-2011 moneys in excess of those heretofore appropriated therefrom, said excess being at least \$421,896.



JENNIFER A. MAGUIRE  
Budget Director

Attachment A

**AGREEMENT BETWEEN THE COUNTY OF SANTA CLARA AND  
THE CITY OF SAN JOSE  
GRANTING PROGRAM FUNDS FOR THE DISTRIBUTION OF  
2009 HOMELAND SECURITY GRANT FUNDS**

This agreement is made April 2, 2010, by and between the County of Santa Clara (County) and the City of San Jose (City/Town) for the distribution of 2009 Homeland Security Grant Program Funds.

**RECITALS**

WHEREAS, the 2009 Homeland Security Grant Program is made up of three grant programs; the State Homeland Security Program (SHSP, CFDA #97.073), the Urban Area Security Initiative Grant Program (UASI, CFDA #97.008), and the Metropolitan Medical Response System Grant Program (MMRS, CFDA #97.071); and

WHEREAS, the SHSP Program supports the implementation of State Homeland Security Strategies to address the identified planning, organization, equipment, training, and exercise needs for acts of terrorism and other catastrophic events. In addition, SHSP supports the implementation of the National Preparedness Guidelines, the National Incident Management System (NIMS), and the National Response Framework (NRF);

WHEREAS, the UASI Program addresses the unique planning, organization, equipment, training, and exercise needs of high-threat, high density Urban Areas, and assists them in building an enhanced and sustainable capacity to prevent, protect against, respond to, and recover from acts of terrorism;

WHEREAS, the MMRS Program enables jurisdictions to further enhance and sustain a comprehensive regional mass casualty incident response capability during the first critical hours of an incident. The program prepares jurisdictions for response to all-hazards mass casualty incidents, including terrorism, naturally occurring events, and large-scale hazardous materials incidents;

WHEREAS, the State has designated the County of Santa Clara as the Operational Area for purposes of distributing SHSP Grant funds to the cities, special districts and other entities within the County. An Anti-Terrorism Approval Body (County Approval Authority) has been appointed for the purpose of approving the distribution of SHSP funds at the Operational Area level;

WHEREAS, the State has designated the County to distribute and administer MMRS grant funds to the City of San Jose;

WHEREAS, the City and County of San Francisco has designated the County to distribute and administer UASI grant funds at the Operational Area level;

WHEREAS, on October 1, 2009, the California Emergency Management Agency awarded the County a 2009 Homeland Security Grant of \$4,064,764. The allocation of the SHSP grant funds, \$3,743,543, will be determined by the County Approval Authority in accordance with the grant guidelines;

WHEREAS, on October 1, 2009, the City and County of San Francisco awarded the County a 2009 UASI grant allocation of \$1,732,955. The allocation of the UASI grant funds will be determined by the UASI Approval Authority in accordance with the grant guidelines; and

NOW THEREFORE, the parties agree as follows:

## **THE AGREEMENT**

### **Article I. Payment**

#### **1. Amount of Payment**

The County will provide the City, unless otherwise specified, with the equipment, supplies and/or other resources set forth in Exhibit A, SHSGP Project Funding, which is attached and incorporated into this Agreement. Specifications for such equipment shall be provided by the City's requesting agency to the County for the appropriate procurement process. City's requesting agency will be notified when the procurement process is complete for final approval of equipment prior to the order being placed. If, through previous agreement with the County, the City is to procure their own equipment, performance milestone dates will apply, refer to Article 2, Section 3.

The County may reallocate SHSP funds as specified in Article 1, section 3 of this Agreement. County does not guarantee a minimum payment to the City.

Funds in the amount of \$1,155,655 have been set aside for the training program and \$248,452 for the exercise program from the total Homeland Security grant to be allocated during the term of this Agreement. The Office of Emergency Services will allocate training and exercise funds to agencies as determined by the Training/Exercise Advisory Group.

Funds in the amount of \$57,842 have been allocated through UASI for approved training course expenses. City may be eligible for reimbursement through the County for authorized training courses.

Authorized personnel budgets are allowable within the Sheriff's Office, County Office of Emergency Services, Central Fire, and Public Health Emergency Medical Services. The personnel budget for these departments will reflect the expenditure authority. Actual reimbursements costs will be requested through the County Office of Emergency Services. Based on the preference of the Department/Agency, reimbursement requests may be requested on a monthly or quarterly basis. For

County Departments, reimbursement will be made via inter-county transfer. For all others, a county warrant will be issued.

**2. Maximum Amount Payable**

Subject to the availability of funds and the priorities established by the County Approval Authority, the maximum amount of SHSP Grant funds payable by the County to the City under this Agreement must not exceed the total amount of the 2009 Homeland Security Grant.

**3. Reallocation of SHSP Grant Funds**

For the purpose of maximizing the resources available for disaster preparedness within the Operational Area, the City agrees that the County Approval Authority may reallocate funds under this agreement to the City or to another applicant if County determines that a City is unable to utilize the amount allocated under this Agreement. County may base its determination on factors that include, but are not limited to the following: delivery timelines, fund expenditure capabilities, and timeliness of expenditure. County will notify the City in writing of any determination to reallocate funds, by issuing a "Notice of Reallocation." The funds will be put forth to the County Approval Authority for reallocation. The City agrees that the County has the authority to increase or decrease the maximum amount payable under this Agreement as specified in the Notice of Reallocation document and County has the authority to amend Exhibit A, "SHSP Project Funding," accordingly. Upon issuance, the Notice of Reallocation will automatically become part of this Agreement.

**Article II. Use of Funds.**

**1. Scope of Services**

- (a) If the City has been allocated funding for a project, Exhibit A, "SHSGP Project Funding," will serve as the basis for the project. A further detailed description may be necessary and will be requested by the County if needed to be incorporated by reference herein. If future funding is allocated, the City will provide a detailed description of the approved project to be attached hereto and incorporated by reference herein.
- (b) The City will use the funds granted under this Agreement only for the purpose of obtaining equipment, training and exercise and implementing applicable programs authorized under the 2009 Homeland Security Grant Program.
- (c) The City will use funds and equipment granted under this Agreement in a manner consistent with:
  - 1. the applications submitted by the County to the State for the grant under this

Agreement;

2. the grant guidance issued by the State for the grant under this Agreement; and
3. the notifications issued by the State of the approval of the grant under this Agreement.

(d) The documents described in Article II 1(c) (1)-(3) of this Agreement (collectively the "State Grant Requirements") are on file with the County and the granting agencies of the State, and are hereby incorporated into this Agreement. The City hereby acknowledges that it has received a copy of the State Grant Requirements.

## **2. Master Grant Obligations**

(a) The City agrees to comply with all applicable requirements and assurances contained in the State Grant Requirements and attached as Exhibit B, "Grant Assurances". The City may designate vendors or sub-recipients to fulfill these obligations, including all State Grant Requirements and Grant Assurances.

(a) If any provisions of this Agreement conflict with the State Grant Requirements, the provisions of the State Grant Requirements will control.

(c) The City shall establish and maintain administrative, programmatic and fiscal management records in accordance with federal and state requirements, and:

1. Maintain financial management systems that support grant activities in accordance with federal and state requirements, including but not limited to requirements in 44 Code of Federal Regulations ("C.F.R.") Part 13.20, and the Office of Justice Programs Financial and Administrative Guide for Grants, Part II, Chapter 3.
2. The County of Santa Clara will provide and affix equipment tracking numbers for all equipment purchased through our procurement process. Using the County issued tracking number, the City/Town will maintain an equipment tracking ledger that tracks the equipment within their City/Town and complies with federal and state requirements, including but not limited to requirements in 44 C.F.R. Parts 13.32 and 13.33, and the Office of Justice Programs Financial and Administrative Guide for Grants, Part III, Chapter 6.

(d) The City/Town will ensure that any sub-recipients or contractors with which the City/Town enters any agreement comply with the certification requirements under 44 C.F.R. Part 13.35, "Sub-Awards to Debarred and Suspended Parties."

## **3. Performance and Reporting Requirements**

(a) If previously approved by the County and the City is conducting the purchasing process, the City will comply with the performance milestone dates as indicated on Exhibit A, "SHSP Project Funding."

(b) Performance reports, indicating the status of outstanding projects are due to the County representative identified in Article V, Section 1 as follows:

Performance Period 1 (May 1, 2010 – December 31, 2010) – due by January 15, 2011

Performance Period 2 (January 1, 2011 – June 30, 2011) – due by July 15, 2011

Performance Period 3 (July 1, 2011 – December 31, 2011) – due January 15, 2012

(c) The County will provide the City with a report template (Exhibit C, “Performance Report”), and the City will utilize the template.

(d) Payments made by County to the City are conditioned upon the timely receipt of applicable, accurate and complete reports to be submitted by the City.

(e) The City will notify the County representative identified in Article V, Section 1, within 15 days, when the City has completed all performance obligations for these grants.

(f) City will provide single audit reports to County by July 31<sup>st</sup> of every fiscal year.

**4. Disallowances**

(a) During the term of this Agreement, County is not obligated to honor any claim for payment that is submitted more than three months following the date of the service for which payment is requested.

(b) All requests for reimbursement must be submitted by December 31, 2011. County will not process any claims submitted after this date.

**Article III. Term and Termination.**

**1. Term of Agreement**

This Agreement is effective from October 1, 2009 through December 31, 2011.

**2. Termination**

(a) Either party may terminate this Agreement for cause upon written notice to the other. Cause includes, but is not limited to a material breach of this Agreement, or a violation of any applicable laws.

(b) Opportunity to cure. The non-breaching party will give written notice of the breach to the breaching party, specifying the breach. The breaching party will not be deemed in default hereunder and the non-breaching party will not institute

proceedings or exercise any remedies against the breaching party unless the breach has not been cured, corrected or remedied within thirty (30) days after the giving of such notice of breach or within such longer period as may be reasonably required to cure, correct or remedy the breach, provided the breaching party has commenced such cure, correction or remedy within such thirty (30) day period and diligently and continuously pursues such cure, correction or remedy.

(b) If this Agreement is terminated, the City will return funding in accordance with grant guidelines.

(c) Budget Contingency

This Agreement is contingent upon the appropriation of sufficient funding by the state and County for the services covered by this Agreement. If funding is reduced or deleted for the services covered by this Agreement, the County has the option to either terminate this Agreement with no liability occurring to the County or to offer an amendment to this Agreement indicating the reduced amount.

**Article IV. Liabilities.**

**1. Mutual Indemnification**

In lieu of and notwithstanding the pro rata risk allocation which might otherwise be imposed between the parties pursuant to Government Code Section 895.6, the parties agree that all losses or liabilities incurred by a party shall not be shared pro rata but instead the County and the City agree that pursuant to Government Code Section 895.4, each of the parties hereto shall fully indemnify and hold each of the other parties, their officers, board members, employees and agents, harmless from any claim, expense or cost, damage or liability imposed for injury (as defined by Government Code Section 810.8) occurring by reason of the negligent acts or omissions or willful misconduct of the indemnifying party, its officers, board members, employees or agents, under or in connection with or arising out of any work, authority or jurisdiction delegated to such party under this Agreement. No party, nor any officer, board member, employee or agent thereof shall be responsible for any damage or liability occurring by reason of the negligent acts or omissions or willful misconduct of other parties hereto, their officers, board members, employees or agents, under or in connection with or arising out of any work, authority or jurisdiction delegated to such other parties under this Agreement.

**Article V. Miscellaneous.**

**1. Notice**

All notices required by this Agreement will be deemed given when in writing and delivered personally or deposited in the United States mail, postage prepaid, addressed to the other party at the address set forth below or at such other address as

the party may designate in writing:

To the City:

Lisa Perez, Chief Administrative Officer  
San Jose Police Department  
201 West Mission Street  
San Jose, CA 95110

To the County:

Diane Stambaugh, Administrative Services and Grants Manager  
County of Santa Clara, Office of Emergency Services  
55 W. Younger Ave., Suite 450  
San Jose, CA 95110

**2. Compliance and Nondiscrimination**

The parties will comply with all applicable Federal, State, and local laws and regulations. Such laws include but are not limited to the following: Title VII of the Civil Rights Act of 1964 as amended, the Americans with Disabilities Act of 1990, the Rehabilitation Act of 1973 (Sections 503 and 504), the California Fair Employment and Housing Act (Government Code sections 12900 et seq.), and California Labor Code sections 1101 and 1102. The parties will not discriminate against any subcontractor, employee, or applicant for employment because of age, race, color, national origin, ancestry, religion, sex/gender, sexual orientation, mental disability, physical disability, medical condition, political beliefs, organizational affiliations, or marital status in the recruitment, selection for training including apprenticeship, hiring, employment, utilization, promotion, layoff, rates of pay or other forms of compensation. Nor will the parties discriminate in the provision of services provided under this Agreement because of age, race, color, national origin, ancestry, religion, sex/gender, sexual orientation, mental disability, physical disability, medical condition, political beliefs, organizational affiliations, or marital status.

**3. Governing Law**

This Agreement has been executed and delivered in, and will be construed and enforced in accordance with, the laws of the State of California.

**4. Assignment**

The parties may not assign this Agreement or the rights and obligations hereunder without the specific written consent of the other.

**5. Entire Agreement**

This document represents the entire Agreement between the parties with respect to the subject matter hereof. All prior negotiations and written and/or oral agreements between the parties with respect to the subject matter of this Agreement are merged into this Agreement.

6. **Amendments**

This Agreement may only be amended by an instrument signed by the parties.

7. **Counterparts**

This Agreement may be executed in one or more counterparts, each of which will be deemed to be an original, but all of which together shall constitute one and the same instrument.

8. **Severability**

If any provision of this Agreement is found by a court of competent jurisdiction to be void, invalid or unenforceable, the same will either be reformed to comply with applicable law or stricken if not so conformable, so as not to affect the validity or enforceability of this Agreement.

9. **Waiver**

No delay or failure to require performance of any provision of this Agreement will constitute a waiver of that provision as to that or any other instance. Any waiver granted by a party must be in writing, and will apply solely to the specific instance expressly stated.

10. **Conflict of Interest**

In accepting this Agreement, City covenants that it presently has no interest and will not acquire any interest, direct or indirect, financial or otherwise, which would conflict in any manner or degree with the performance of services under this Agreement. City is responsible for assuring compliance of its subcontractors, if any, with the requirements of this provision.

11. **Certified Resolution of Signature Authority**

Upon request of Santa Clara County, City will deliver to Santa Clara County a copy of the resolution(s) authorizing the execution, delivery and performance of this Agreement, certified as true, accurate and complete by the appropriate authorized representative of City.



FY09  
SGSP Project Funding

Exhibit A

State Proj #	Disc.		Requesting Agency	Title	Funded Amount	
B	GA	Planning	SCCo OES	Training/Exercise Coordinator	\$ 40,000	
B	GA	Trng	SCCo OES	Training/Exercise Coordinator	\$ 85,300	
B	GA	Exer	SCCo OES	Training/Exercise Coordinator	\$ 25,000	
B	EMS	Planning	SCCo EMS	Contractor	\$ 75,000	
C	All	Trng	All	Training - supply costs	\$ 377,829	
C	All	Trng	All	Training - Overtime	\$ 388,963	
C	All	Trng	All	Training - Backfill	\$ 388,863	
D	All	Exer	All	Exercise - supply costs	\$ 142,702	
D	All	Exer	All	Exercise - Overtime	\$ 52,951	
D	All	Exer	All	Exercise - Backfill	\$ 52,799	
E	Law	Equip	Sheriff's Office	Prime Mover	\$ 75,000	
E	Law	Equip	S'vale DPS	Command/Control Vehicle	\$ 295,000	
E	EMS	Equip	SCCo EMS	Generators	\$ 6,000	
E	Law	Equip	Sheriff's Office	FLIR for Helicopter	\$ 282,863	
F	GA	Equip	County Comm	BAYMACS Project	\$ 167,000	
F	Fire	Equip	City of Santa Clara FD	Radio Equipment	\$ 40,101	
F	EMS	Equip	SCCo EMS	Satellite Telephones	\$ 18,000	
G	Law	Equip	San Jose PD	Small Bomb Robot	\$ 33,277	
H	EMG	Planning	SCCo OES	Animal Preparedness	\$ 13,000	
H	EMG	Planning	SCCo OES	CADRE Network	\$ 181,000	
H	GA	Planning	SCCo Public Affairs	AlertSCC Public Service Announcements Campaign	\$ 200,000	
H	EMG	Planning	SCCo OES	Donations Mgmt	\$ 40,000	
					\$ 2,980,648	
A	Other		OES	M/A - Grants Manager - 1/2 time salary costs	\$ 112,306	18 months
					\$ 112,306	
A	EMS		EMS	Planning/Training/Exercise Coordinator	\$ 160,000	12 months
A	Fire		SCCO FIRE	Salary Costs for CMTF Fire Position	\$ 225,950	18 months
A	Law		Sheriff's Office	Salary Costs for CMTF Law Position	\$ 264,639	18 months
					\$ 650,589	
I			City of San Jose	MMRS	\$ 321,221	
						\$ 4,064,764

# California Emergency Management Agency

## *FY09 Grant Assurances*

(All HSGP Applicants)

Name of Applicant: \_\_\_\_\_

Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip Code: \_\_\_\_\_

Telephone Number: \_\_\_\_\_ Fax Number: \_\_\_\_\_

E-Mail Address: \_\_\_\_\_

As the duly authorized representative of the applicant, I certify that the applicant named above:

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 U.S. Department of Homeland Security (DHS)/Federal Emergency Management Agency (FEMA) and sub-granted through the State of California, California Emergency Management Agency (Cal EMA).
2. Will assure that grant funds are used for allowable, fair, and reasonable costs only and will not be transferred between programs (State Homeland Security Program, Urban Area Security Initiative, Citizen Corps Program, and Metropolitan Medical Response System) or fiscal years.
3. Will comply with any cost sharing commitments included in the FY09 Investment Justifications submitted to DHS/FEMA/Cal EMA, where applicable.
4. 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, or documents related to the award; and will establish a proper accounting system in accordance with generally accepted accounting standards and/or awarding agency directives.
5. 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.
6. Will provide progress reports, and other such information as may be required by the awarding agency, including the Initial Strategy Implementation Plan (ISIP) within 45 (forty-five) days of the award, and update via the Grant Reporting Tool (GRT) twice each year.
7. Will initiate and complete the work within the applicable time frame after receipt of approval from Cal EMA.

8. Will maintain procedures to minimize the time elapsing between the award of funds and the disbursement of funds.
9. Will comply with all provisions of DHS/FEMA's codified regulation 44, including Part 13, Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments, including the payment of interest earned on advances.
10. 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.
11. 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.
12. Will notify Cal EMA of any developments that have a significant impact on award-supported activities, including changes to key program staff.
13. 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.
14. Understands and agrees that Federal funds will not be used, directly or indirectly, to support the enactment, repeal, modification or adoption of any law, regulation, or policy, at any level of government, without the express prior written approval from DHS/FEMA/Cal EMA.
15. Will comply with all Federal Statues relating to Civil Rights and Nondiscrimination. These include, but are not limited to:
  - a. Title VI of the Civil Rights Act of 1964 (P.L. 88-352), as amended, which prohibits discrimination on the basis of race, color or national origin.
  - b. Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §§ 1681-1683 and 1685-1686), which prohibits discrimination on the basis of gender.
  - c. Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794), which prohibits discrimination on the basis of handicaps.
  - d. The Age Discrimination Act of 1975, as amended (42 U.S.C. §§ 6101-6107), which prohibits discrimination on the basis of age.
  - e. The Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse.
  - f. The Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism.
  - g. §§ 523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. 290 dd-3 and 290 ee-3), as amended, relating to confidentiality of alcohol and drug abuse patient records.
  - h. Title VIII of the Civil Rights Act of 1968 (42 U.S.C. § 3601 et seq.), as amended, relating to nondiscrimination in the sale, rental or financing of housing.
  - i. Title 44 Code of Federal Regulations (CFR) Parts 7, 16, and 19 relating to nondiscrimination.

- j. The requirements on any other nondiscrimination provisions in the specific statute(s) under which the application for Federal assistance is being made.
  - k. Will, in the event that a Federal or State court or Federal or State administrative agency makes a finding of discrimination after a due process hearing on the grounds or race, color, religion, national origin, gender, or disability against a recipient of funds, the recipient will forward a copy of the finding to the Office of Civil Rights, Office of Justice Programs.
  - l. Will provide an Equal Employment Opportunity Plan, if applicable, to the Department of Justice Office of Civil Rights within 60 days of grant award.
  - m. Will comply, and assure the compliance of all its subgrantees and contractors, with the nondiscrimination requirements and all other provisions of the current edition of the Office of Justice Programs Financial and Administrative Guide for Grants, M7100.1.
16. 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.
  17. Will comply, if applicable, with the flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973 (P.L. 93-234) which requires recipients in a special flood hazard area to participate in the program and to purchase flood insurance if the total cost of insurable construction and acquisition is ten thousand dollars (\$10,000) or more.
  18. Will comply with all applicable Federal, State, and Local environmental and historical preservation (EHP) requirements. Failure to meet Federal, State, and Local EHP requirements and obtain applicable permits may jeopardize Federal funding. Will comply with all conditions placed on any project as the result of the EHP review; any change to the scope of work of a project will require reevaluation of compliance with these EHP requirements.
  19. Agrees not to undertake any project having the potential to impact the EHP resources without the prior written approval of DHS/FEMA/Cal EMA, including, but not limited to, communications towers, physical security enhancements, new construction and modifications to buildings that are fifty (50) years old or more. Any construction related activities initiated prior to full EHP review will result in a noncompliance finding. If ground-disturbing activities occur during the project implementation, the recipient must ensure monitoring of the disturbance. If any potential archeological resources are discovered, the recipient will immediately cease activity in that area and notify DHS/FEMA/Cal EMA and the appropriate State Historic Preservation Office.
  20. Will ensure that the facilities under its ownership, lease or supervision, which shall be utilized in the accomplishment of this project, are not on the Environmental Protection Agency's (EPAs) List of Violating Facilities, and will notify Cal EMA and the Federal Grantor agency of the receipt of any communication from the Director of the EPA Office of Federal Activities indicating if a facility to be used in the project is under consideration for listing by the EPA.

21. Will provide any information requested by DHS/FEMA/Cal EMA to ensure compliance with applicable laws, including the following:
  - a. Institution of environmental quality control measures under the National Environmental Policy Act, National Historical Preservation Act, Archaeological and Historic Preservation Act, Endangered Species Act, and Executive Orders on Floodplains (11988), Wetlands (11990) and Environmental Justice (EO12898) and Environmental Quality (EO11514).
  - b. Notification of violating facilities pursuant to EO 11738.
  - c. Assurance of project consistency with the approved state management program developed under the Coastal Zone Management Act of 1972 (16 U.S.C. §§ 1451 et seq.).
  - d. Conformity of Federal actions to State (Clean Air) Implementation Plans under Section 176(c) of the Clean Air Act of 1955, as amended (42 U.S.C. § 7401 et seq.).
  - e. Protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended, (P.L. 93-523).
  - f. California Environmental Quality Act (CEQA). California Public Resources Code Sections 21080-21098. California Code of Regulations, Title 14, Chapter 3 Section 15000-15007.
  - g. Wild and Scenic Rivers Act of 1968 (16 U.S.C. §§ 1271 et seq.) related to protecting components or potential components of the national wild and scenic rivers system.
  - h. Applicable provisions of the Coastal Barrier Resources Act (P.L. 97-348) dated October 19, 1982 (16 USC 3501 et seq.) which prohibits the expenditure of most new Federal funds within the units of the Coastal Barrier Resources System.
22. Will comply with Standardized Emergency Management System (SEMS) requirements as stated in the California Emergency Services Act, Government Code, Chapter 7 of Division 1 of Title 2, Section 8607.1(e) and CCR Title 19, Sections 2445, 2446, 2447, and 2448.
23. 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."*
24. 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.
25. The recipient agrees to consult with DHS/FEMA/Cal EMA regarding the allocation of any patent rights that arise from, or are purchased with, this funding.
26. Has requested through the State of California, Federal financial assistance to be used to perform eligible work approved in the submitted application for Federal assistance and after the receipt of Federal financial assistance, through the State of California, agrees to the following:
  - a. Promptly return to the State of California all the funds received which exceed the approved, actual expenditures as accepted by the Federal or State government.

- b. In the event the approved amount of the grant is reduced, the reimbursement applicable to the amount of the reduction will be promptly refunded to the State of California.
  - c. Separately account for interest earned on grant funds, and will return all interest earned, in excess of \$100 per Federal Fiscal Year.
- 27. Will comply with the Intergovernmental Personnel Act of 1970 (42 U.S.C. Sections 4728-4763) relating to prescribed standards for merit systems for programs funded under one of the nineteen statutes or regulations specified in Appendix A of OPM's Standards for a Merit System of Personnel Administration (5 C.F.R. 900, Subpart F).
- 28. Will comply with provisions of the Hatch Act (5 U.S.C. Sections 1501-1508 and 7324-7328) which limit the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.
- 29. 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.
- 30. 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.
- 31. 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.
- 32. Will comply, as applicable, with the provisions of the Davis-Bacon Act (40 U.S.C. Section 276a to 276a-7), the Copeland Act (40 U.S.C. Section 276c and 18 U.S.C. Sections 874), and the Contract Work Hours and Safety Standards Act (40 U.S.C. Sections 327-333), regarding labor standards for Federally assisted construction sub-agreements.
- 33. Agrees that:
  - a. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the making of any Federal grant, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal grant or cooperative agreement.
  - b. If any other funds than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or an employee of Congress, or employee of a Member of Congress in connection with the Federal grant or cooperative agreement, the undersigned shall complete and submit Standard Form LLL, "Disclosure of Lobbying Activities," in accordance with its instructions.
  - c. The undersigned shall require that the language of this certification be included in the award documents for all sub awards at all tiers including subgrants, contracts under grants and cooperative agreements, and subcontract(s) and that all sub recipients shall certify and disclose accordingly.
  - d. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a

prerequisite for making or entering into this transaction imposed by section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

34. 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.
35. 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.
36. Will comply with all applicable Federal statutes, regulations, policies, guidelines and requirements, including OMB Circulars A102 and A-133, E.O. 12372 and the current Administrative Requirements, Cost Principles, and Audit Requirements. Will also comply with Title 28, Code of Federal Regulations, Parts 66 and 70, that govern the application, acceptance and use of Federal funds for Federally assisted projects.
37. Will comply with Subtitle A, Title II of the Americans with Disabilities Act (ADA) 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 comply with all provisions of 2 CFR, including: Part 215 Uniform Administrative Requirements for Grants and Agreements with Institutions of Higher Education, Hospitals, and Other Non-Profit Organizations (OMB Circular A-110); Part 225 Cost Principles for State, Local and Indian Tribal Governments (OMB Circular A-87); Part 220 Cost Principles for Educational Institutions (OMB Circular A-21); Part 230 Cost Principles for Non-Profit Organizations (OMB Circular A-122).
40. Will comply with Federal Acquisition Regulations (FAR), part 31.2 Contract Cost Principles and Procedures, Contracts with Commercial Organizations.
41. 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 DHS Financial Management Guide.
42. Agrees that all allocations and use of funds under this grant will be in accordance with the FY 2009 Homeland Security Grant Program Guidance and Application Kit, and the California Supplement to the FY 2009 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 FY2009 Homeland Security Grant Program application. Further, use of FY09 funds is limited to those investments included in the California FY09 Investment Justifications submitted to DHS/FEMA/Cal EMA and evaluated through the peer review process.

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 Order 12549 and 12689, "Debarment and Suspension".
44. As required by Executive Order 12549, Debarment and Suspension, and implemented at 44 CFR Part 17, for prospective participants in primary covered transactions,
  - a. The applicant certifies that it and its principals:
    - i. Are not presently debarred, suspended, proposed for debarment, declared ineligible, sentenced to a denial of Federal benefits by a State or Federal court, or voluntarily excluded from covered transactions by any Federal department or agency.
    - ii. Have not within a three-year period preceding this application been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property.
    - iii. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and have not within a three-year period preceding this application had one or more public transactions (Federal, State, or local) terminated for cause or default; and
  - b. Where the applicant is unable to certify to any of the statements in this certification, he or she shall attach an explanation to this application.
45. Agrees to comply with the Drug-Free Workplace Act of 1988, and certifies that it will or will continue to provide a drug-free workplace by:
  - a. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition.
  - b. Establishing an on-going drug-free awareness program to inform employees about:
    - i. The dangers of drug abuse in the workplace;
    - ii. The grantee's policy of maintaining a drug-free workplace;
    - iii. Any available drug counseling, rehabilitation, and employee assistance programs; and
    - iv. The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace.
  - c. Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph (a).

- d. Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the grant, the employee will
  - i. Abide by the terms of the statement; and
  - ii. Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction.
- e. Notifying the agency, in writing, within 10 calendar days after receiving notice under subparagraph (d)(2) from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to:
  - Department of Justice, Office of Justice Programs
  - ATTN: Control Desk
  - 633 Indiana Avenue, N.W.
  - Washington, D.C. 20531
 Notice shall include the identification number(s) of each affected grant.
- f. Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph (d)(2), with respect to any employee who is so convicted.
  - i. Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or
  - ii. Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency.
- g. Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (a), (b), (c), (d), (e), and (f).

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.

The undersigned represents that he/she is authorized by the above named applicant to enter into this agreement for and on behalf of the said applicant.

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

Printed Name of Authorized Agent: \_\_\_\_\_

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

**Performance Report**  
**FISCAL YEAR 2009 Homeland Security Grant Program**

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Reporting City: \_\_\_\_\_

Performance Period: from \_\_\_\_\_ to \_\_\_\_\_  
(see Agreement with County for Performance Period date)

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Mailing Instructions: Please complete the performance report and return it by \_\_\_\_\_  
to: (see Agreement with County for Performance Period dates)

Santa Clara County Office of Emergency Services  
Attention: Diane Stambaugh  
55 West Younger Ave, Suite 450  
San Jose CA, 95110

Questions regarding the completion of this performance report should be directed to Santa Clara County Office of Emergency Services (408 )808-7808. Questions can also be sent via email to [diane.stambaugh@oes.sccgov.org](mailto:diane.stambaugh@oes.sccgov.org). Reports can be faxed to (408)294-4689, with a hard copy of the report mailed to the above address.

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***Part I –City Contact Information***

Authorized person who is responsible for completing this form:

Name \_\_\_\_\_

Title \_\_\_\_\_

Mailing Address \_\_\_\_\_

Phone \_\_\_\_\_ Fax \_\_\_\_\_

e-mail \_\_\_\_\_

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**Part II – Project Activities**

Directions: Complete the following items to reflect activities completed in your city during this reporting period.

1. Project Title: \_\_\_\_\_
2. Please explain the actions/processes being taken and estimated completion date.

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**Part III – Signature of Preparer**

I certify that I have prepared this report with the most timely and accurate information available.

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_