November 25, 2015

Honorable Board of Supervisors
County Administration Building
1221 Oak Street
Oakland, CA 94612

SUBJECT:  FISCAL YEAR 2015 URBAN AREA SECURITY INITIATIVE AGREEMENT

Dear Board Members:

RECOMMENDATION:

1. Authorize the Sheriff to sign an agreement and all subsequent amendments between the County of Alameda and the City and County of San Francisco for the distribution of Fiscal Year 2015 Urban Area Security Initiative (UASI) regional funds for emergency preparedness in the amount of $5,915,179 for the period 11/1/15 – 2/28/17;

2. Authorize the Sheriff to enter into agreements with public entities in the Bay Area Region to facilitate regional emergency preparedness training classes funded by Fiscal Year 2015 Urban Area Security Initiative (UASI) regional funds. This includes, but is not limited to, the three major cities of San Jose, Oakland, San Francisco and ten counties of Alameda, San Francisco, Contra Costa, Marin, Napa, San Mateo, Santa Clara, Santa Cruz, Solano, Sonoma and the incorporated cities in the region;

3. Authorize the Auditor-Controller to make the budgetary adjustments as directed in the attached financial recommendation

DISCUSSION/SUMMARY:

On October 31, 2006, your Board approved the Sheriff’s Office to sign a Memorandum of Understanding between Alameda County, the City and County of San Francisco, City of Oakland, City of San Jose and Santa Clara County. This agreement establishes the Urban Area Working Group to provide representation for all of the jurisdictions that comprise the Urban Area and to allocate funding available through the UASI program. This agreement represents a regional approach to shared risk and risk-mitigation directly related to terrorism and disaster preparedness.
To participate in this program, the following representatives from the Sheriff’s Office were designated and authorized to execute documents for and on behalf of the County of Alameda, for the purpose of obtaining funding under the UASI program:

1. Gregory J. Ahern as Director of the Office of Emergency Services
2. Tom Wright as Division Commander of the Regional Training & Exercise (UASI).
3. Simone Webster as Financial Officer

San Francisco is designated as the fiscal agent for the consolidated San Jose, Oakland, and San Francisco Urban Area through San Francisco’s Department of Emergency Management for purposes of the Fiscal 2015 UASI grant program. The allocation for Alameda County is $5,915,179 for the period of November 1, 2015 through February 28, 2017. The funding received will be used for the continued enhancement of the Bay Area’s ability to respond effectively to disasters of regional scale, which includes planning, training, organization, equipment and management.

FINANCING:

The additional appropriation requested will be fully offset with funding from the 2015 Urban Area Security Initiative Grant program. This request will not impact the net County cost in FY 2015-16 or in future years.

Respectfully submitted,

[Signature]
Gregory J. Ahern
Sheriff-Coroner

GJA:JWC:je
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| GRAND TOTAL APPROPRIATION | $292,524 |
AGREEMENT BETWEEN THE CITY AND COUNTY OF SAN FRANCISCO AND THE COUNTY OF ALAMEDA FOR THE DISTRIBUTION OF FY 2015 UASI GRANT FUNDS

THIS AGREEMENT is made this NOVEMBER 1, 2015 in the City and County of San Francisco, State of California, by and between the COUNTY OF ALAMEDA ("ALAMEDA") and the CITY AND COUNTY OF SAN FRANCISCO, a municipal corporation ("San Francisco" or "City"), in its capacity as fiscal agent for the Approval Authority, as defined below, acting by and through the San Francisco Department of Emergency Management ("DEM").

RECITALS

WHEREAS, The United States Department of Homeland Security ("DHS") consolidated the separate San Jose, Oakland, and San Francisco Urban Areas into a combined Bay Area Urban Area ("UASI Region") for the purpose of application for and allocation and distribution of federal Urban Areas Security Initiative ("UASI") program grant funds; and

WHEREAS, The Bay Area Urban Area Approval Authority ("Approval Authority") was established as the Urban Area Working Group ("UAWG") for the UASI Region, to provide overall governance of the homeland security grant program across the UASI Region, to coordinate development and implementation of all UASI program initiatives, and to ensure compliance with all UASI program requirements; and

WHEREAS, The UASI General Manager is responsible for implementing and managing the policy and program decisions of the Approval Authority, directing the work of the UASI Management Team personnel, and performing other duties as determined and directed by the Approval Authority, and

WHEREAS, San Francisco has been designated as the grantee for UASI funds granted by the DHS through the California Office of Emergency Services ("Cal OES") to the UASI Region, with responsibility to establish procedures and execute subgrant agreements for the distribution of UASI program grant funds to jurisdictions selected by the Approval Authority to receive grant funding; and

WHEREAS, San Francisco has been designated to serve as the fiscal agent for the Approval Authority, and to establish procedures and provide all financial services for distribution of UASI program grant funds within the UASI Region; and

WHEREAS, Pursuant to grant allocation decisions by the Approval Authority, the UASI Management Team has asked San Francisco to distribute a portion of the regional UASI grant funds to ALAMEDA on the terms and conditions set forth herein;

NOW, THEREFORE, in consideration of the premises and the mutual covenants contained in this Agreement and for other good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, the parties hereto agree as follows:
ARTICLE 1
DEFINITIONS

1.1 Specific Terms. Unless the context requires otherwise, the following capitalized terms (whether singular or plural) shall have the meanings set forth below:

(a) “ADA” shall mean the Americans with Disabilities Act (including all rules and regulations thereunder) and all other applicable federal, state and local disability rights legislation, as the same may be amended, modified or supplemented from time to time.

(b) “Authorized Expenditures” shall mean expenditures for those purposes identified and budgeted in Appendix A, attached hereto and incorporated by reference as though fully set forth herein.

(c) “Event of Default” shall have the meaning set forth in Section 7.1.

(d) “Fiscal Quarter” shall mean each period of three calendar months commencing on July 1, October 1, January 1, and April 1, respectively.

(e) “Grant Funds” shall mean any and all funds allocated or disbursed to ALAMEDA (DUNS#: 64165053) under this Agreement. This Agreement shall specifically cover funds allocated or disbursed from Cal OES Grant No. 2015-00078, Cal OES ID No. 075-95017, CFDA No. 97.067, per Cal OES award notice dated September 25, 2015.

(f) “Grant Plan” shall mean the plans, performances, events, exhibitions, acquisitions or other activities or matter, and the budget and requirements, described in Appendix A. If ALAMEDA requests any modification to the Grant Plan, ALAMEDA shall submit a written request to the UASI General Manager with the following information: Scope of change requested, reason for change, proposed plan for change, summary of approved and requested modifications to the Grant Plan, and any necessary approvals in support of change (e.g., EHP).

(g) “Indemnified Parties” shall mean: (i) San Francisco, including all commissions, departments including DEM, agencies, and other subdivisions of San Francisco; (ii) San Francisco’s elected officials, directors, officers, employees, agents, successors, and assigns; and (iii) all persons or entities acting on behalf of the foregoing.

(h) “Losses” shall mean any and all liabilities, obligations, losses, damages, penalties, claims, actions, suits, judgments, fees, expenses and costs of whatsoever kind and nature (including legal fees and expenses and costs of investigation, of prosecuting or defending any Loss described above) whether or not such Loss be founded or unfounded, of whatsoever kind and nature.

(i) “Reimbursement Request” shall have the meaning set forth in Section 3.10(a).

1.2 Additional Terms. The terms “as directed,” “as required” or “as permitted” and similar terms shall refer to the direction, requirement, or permission of City. The terms “sufficient,” “necessary” or “proper” and similar terms shall mean sufficient, necessary or proper in the sole judgment of City. The terms “approval,” “acceptable” or “satisfactory” or similar terms shall mean approved by, or acceptable or satisfactory to, City. The terms “include,” “included” or “including” and similar terms shall be deemed to be followed by the words “without limitation.” The use of the term “subcontractor,” “subgrantee,” “successor” or “assign” herein refers only to a subcontractor, subgrantee, successor or assign expressly permitted under Article 8.
1.3 References to this Agreement. References to this Agreement include: (a) any and all appendices, exhibits, schedules, and attachments hereto; (b) any and all statutes, ordinances, regulations or other documents expressly incorporated by reference herein; and (c) any and all amendments, modifications or supplements hereto made in accordance with Section 10.2. References to articles, sections, subsections or appendices refer to articles, sections or subsections of or appendices to this Agreement, unless otherwise expressly stated. Terms such as “hereunder,” “herein” or “hereto” refer to this Agreement as a whole.

1.4 Reference to laws. Any reference in this Agreement to a federal or state statute, regulation, executive order, requirement, policy, guide, guideline, information bulletin, or instruction shall mean that statute, regulation, executive order, requirement, policy, guide, guideline, information bulletin, or instruction as is currently in effect and as may be amended, modified or supplemented from time to time.

ARTICLE 2
ALLOCATION AND CERTIFICATION OF GRANT FUNDS; LIMITATIONS ON SAN FRANCISCO’S OBLIGATIONS

2.1 Risk of Non-Allocation of Grant Funds. This Agreement is subject to all federal and state grant requirements and guidelines, including DHS and Cal OES requirements, guidelines, information bulletins, and instructions, the decision-making of the Cal OES and the Approval Authority, the terms and conditions of the grant award; the approved application, and to the extent applicable the budget and fiscal provisions of the San Francisco Charter. The Approval Authority shall have no obligation to allocate or direct disbursement of funds for this Agreement in lieu of allocations for new or other agreements. ALAMEDA acknowledges and agrees that grant decisions are subject to the discretion of the Cal OES and Approval Authority. Further, ALAMEDA acknowledges and agrees that the City shall have no obligation to disburse grant funds to ALAMEDA until City and ALAMEDA have fully and finally executed this Agreement. ALAMEDA acknowledges and agrees that if it takes any action, informal or formal, to appropriate, encumber or expend Grant Funds before final allocation decisions by Cal OES and the Approval Authority, and before this Agreement is fully and finally executed, it assumes all risk of possible non-allocation or non-reimbursement of funds, and such acknowledgement and agreement is part of the consideration of this Agreement.

2.2 Certification of Controller: Guaranteed Maximum Costs. No funds shall be available under this Agreement without prior written authorization certified by the San Francisco Controller. In addition, as set forth in Section 21.19 of the San Francisco Administrative Code:

(a) San Francisco’s obligations hereunder shall not at any time exceed the amount approved in the grant award and/or by the Approval Authority, and certified by the Controller for the purpose and period stated in such certification.

(b) Except as may be provided by San Francisco ordinances governing emergency conditions, San Francisco and its employees and officers, and the UASI Management Team and its personnel, are not authorized to request ALAMEDA to perform services or to provide materials, equipment and supplies that would result in ALAMEDA performing services or providing materials, equipment and supplies that are beyond the scope of the services, materials, equipment and supplies specified in this Agreement, unless this Agreement is amended in writing and approved as required by law to authorize the additional services, materials, equipment or supplies. San Francisco is not required to pay ALAMEDA for services, materials, equipment or supplies that are provided by ALAMEDA that are beyond the scope of the services, materials, equipment and supplies agreed upon herein and which were not approved by a written amendment to this Agreement having been lawfully executed by San Francisco.
(c) San Francisco and its employees and officers, and the UASI Management Team and its personnel, are not authorized to offer or promise to ALAMEDA additional funding for this Agreement that would exceed the maximum amount of funding provided for herein. Additional funding for this Agreement in excess of the maximum provided herein shall require lawful approval and certification by the Controller. San Francisco is not required to honor any offered or promised additional funding that exceeds the maximum provided in this Agreement that requires lawful approval and certification of the Controller when the lawful approval and certification by the Controller has not been obtained.

(d) The Controller is not authorized to make payments on any agreement for which funds have not been certified as available in the budget or by supplemental appropriation.

2.3 **SUPERSEDURE OF CONFLICTING PROVISIONS.** IN THE EVENT OF ANY CONFLICT BETWEEN ANY OF THE PROVISIONS OF THIS ARTICLE 2 AND ANY OTHER PROVISION OF THIS AGREEMENT, THE APPLICATION DOCUMENTS OR ANY OTHER DOCUMENT OR COMMUNICATION RELATING TO THIS AGREEMENT, THE TERMS OF THIS ARTICLE 2 SHALL GOVERN.

**ARTICLE 3**

**PERFORMANCE OF THE AGREEMENT**

3.1 **Duration of Term.** The term of this Agreement shall commence on **NOVEMBER 1, 2015** and shall end at 11:59 p.m. San Francisco time on **FEBRUARY 28, 2017**.

3.2 **Maximum Amount of Funds.** In no event shall the amount of Grant Funds disbursed hereunder exceed **FIVE MILLION, NINE HUNDRED FIFTEEN THOUSAND, ONE HUNDRED SEVENTY-NINE DOLLARS ($5,915,179)**. The City will not automatically transfer Grant Funds to ALAMEDA upon execution of this Agreement. ALAMEDA must submit a Reimbursement Request under Section 3.10 of this Agreement, approved by the UASI Management Team and City, before the City will disburse Grant Funds to ALAMEDA.

3.3 **Use of Funds.**

(a) General Requirements. ALAMEDA shall use the Grant Funds received under this Agreement for the purposes and in the amounts set forth in the Grant Plan. ALAMEDA shall not use or expend Grant Funds for any other purpose, including but not limited to, for matching funds for other federal grants/cooperative agreements, lobbying or intervention in federal regulatory or adjudicatory proceedings, or to sue the federal government or any other government entity. ALAMEDA shall not permit any federal employee to receive Grant Funds.

(b) Modification of Grant Plan. Under Sections 1.1(f) and 10.2 of this Agreement, ALAMEDA may submit a written request to modify the Grant Plan. ALAMEDA shall not appropriate, encumber or expend any additional or reallocated Grant Funds pursuant to such a request for modification until (1) the General Manager or designee has provided written approval for the request and (2) the parties have finally executed a modification of this Agreement under Section 10.2, to reflect the modified Grant Plan. In addition, if the modification request requires approval from the Approval Authority and/or Cal OES, as determined by the General Manager, ALAMEDA shall not appropriate, encumber or expend any additional or reallocated Grant Funds pursuant to the modification request without approval from the Approval Authority and/or Cal OES.

(c) No Supplanting. ALAMEDA shall use Grant Funds to supplement existing funds, and not replace (supplant) funds that have been appropriated for the same purpose.
(d) Obligations. ALAMEDA must expend Grant Funds in a timely manner consistent with the grant milestones, guidance and assurances; and make satisfactory progress toward the goals, objectives, milestones and deliverables in this Agreement.

3.4 Grant Assurances: Other Requirements: Cooperation with Monitoring.

(a) ALAMEDA shall comply with all Grant Assurances included in Appendix B, attached hereto and incorporated by reference as though fully set forth herein. ALAMEDA shall require all subgrantees, contractors and other entities receiving Grant Funds through or from ALAMEDA to execute a copy of the Grant Assurances, and shall ensure that they comply with those Grant Assurances.

(b) In addition to complying with all Grant Assurances, ALAMEDA shall comply with all applicable statutes, regulations, executive orders, requirements, policies, guides, guidelines, information bulletins, Cal OES grant management memos, and instructions; the terms and conditions of the grant award; the approved application, and any conditions imposed by Cal OES or the Approval Authority. ALAMEDA shall require and ensure that all subgrantees, contractors and other entities receiving Grant Funds through or from ALAMEDA comply with all applicable statutes, regulations, executive orders, requirements, policies, guides, guidelines, information bulletins, Cal OES grant management memos, and instructions; the terms and conditions of the grant award; the approved application, and any conditions imposed by Cal OES or the Approval Authority.

(c) ALAMEDA shall promptly comply with all standards, specifications and formats of San Francisco and the UASI Management Team, as they may from time to time exist, related to evaluation, planning and monitoring of the Grant Plan and compliance with this Agreement. ALAMEDA shall cooperate in good faith with San Francisco and the UASI Management Team in any evaluation, inspection, planning or monitoring activities conducted or authorized by DHS, Cal OES, San Francisco or the UASI Management Team. For ensuring compliance with non-supplanting requirements, upon request by City or the UASI Management Team, ALAMEDA shall supply documentation certifying that a reduction of non-federal resources occurred for reasons other than the receipt or expected receipt of Grant Funds.

3.5 Administrative, Programmatic and Financial Management Requirements. ALAMEDA shall establish and maintain administrative, programmatic and financial management systems and records in accordance with federal and State of California requirements. This provision requires, at a minimum, that ALAMEDA comply with the following non-exclusive list of regulations commonly applicable to DHS grants, as applicable to this Agreement and the Grant Plan:

(a) Administrative Requirements:

(b) Cost Principles:
   2. Federal Acquisition Regulations (FAR), Part 31.2 Contract Principles and Procedures, Contracts with Commercial Organizations.

(c) Audit Requirements:

3.6 Technology Requirements.

(a) National Information Exchange Model ("NIEM"). ALAMEDA shall use the latest NIEM specifications and guidelines regarding the use of Extensible Markup Language ("XML") for all awards of Grant Funds.

(b) Geospatial Guidance. ALAMEDA is encouraged to use Geospatial technologies, which can capture, store, analyze, transmit and/or display location-based information (i.e., information linked to a latitude and longitude), and to align any geospatial activities with the guidance available on the Federal Emergency Management Agency ("FEMA") website.

(c) Criminal Intelligence Systems Operating Policies. Any information technology system funded or supported by Grant Funds shall comply with 28 CFR Part 23, Criminal Intelligence Systems Operating Policies, if applicable.

(d) ALAMEDA is encouraged to use the DHS guidance in Best Practices for Government Use of CCTV: Implementing the Fair Information Practice Principles, if Grant Funds are used to purchase or install closed circuit television (CCTV) systems or to support operational CCTV systems.

3.7 Procurement Requirements.

(a) General Requirements. ALAMEDA shall follow its own procurement requirements as long as those requirements comply with all applicable federal and State of California statutes, regulations, requirements, policies, guides, guidelines and instructions.

(b) Specific Purchases. If ALAMEDA is using Grant Funds to purchase interoperable communication equipment, ALAMEDA shall consult DHS’s SAFECOM’s coordinated grant guidance, which outlines standards and equipment information to enhance interoperable communication. If ALAMEDA is using Grant Funds to acquire critical emergency supplies, prior to expending any Grant Funds, ALAMEDA shall submit to the UASI Management Team for approval by Cal OES a viable inventory management plan, an effective distribution strategy, sustainment costs for such an effort, and logistics expertise to avoid situations where funds are wasted because supplies are rendered ineffective due to lack of planning.

(c) Bond requirement. ALAMEDA shall obtain a performance bond for any equipment items over $250,000 or any vehicle, aircraft or watercraft financed with Grant Funds.

3.8 Subgrantee and Contractor Requirements.

(a) ALAMEDA shall ensure and independently verify that any subgrantee, contractor or other entity receiving Grant Funds through or from ALAMEDA is not debarred, suspended, or otherwise excluded from or ineligible for participation in federal assistance programs, under Executive Orders 12549 and 12689, as implemented at 2 CFR Part 3000. ALAMEDA shall obtain documentation of eligibility before disbursing Grant Funds to any subgrantee, contractor or other entity. ALAMEDA shall maintain documentary proof of this verification in its files. ALAMEDA shall establish procedures for the effective use of the "Excluded Parties List System," to assure that it does not provide Grant Funds to excluded parties. ALAMEDA shall also establish procedures to provide for effective use and/or
dissemination of the list to assure that its grantees and subgrantees, including contractors, at any tier do not make awards in violation of the non-procurement debarment and suspension common rule.

(b) ALAMEDA shall ensure that any subgrantee, contractor or other entity receiving Grant Funds through or from ALAMEDA complies with the requirements of 44 CFR Part 18, New Restrictions on Lobbying; and

(c) ALAMEDA shall ensure that any subgrantee, contractor or other entity receiving Grant Funds through or from ALAMEDA complies with the requirements of 2 CFR Part 3001, Requirements for Drug-Free Workplace (Financial Assistance).

3.9 Monitoring Grant Performance.

(a) City and the UASI Management Team are both authorized to perform periodic monitoring reviews of ALAMEDA’s performance under this Agreement, to ensure that the Grant Plan goals, objectives, performance requirements, timelines, milestone completion, budgets and other criteria are being met. Programmatic monitoring may include the Regional Federal Preparedness Coordinators, or other federal or state personnel, when appropriate. Monitoring may involve a combination of desk-based reviews and on-site monitoring visits, inspection of records, and verifications of grant activities. These reviews will involve a review and analysis of the financial, programmatic, performance and administrative issues relative to each program and will identify areas where technical assistance and other support may be needed. The reviews may include, but are not limited to:

1. Evaluating eligibility of expenditures;
2. Comparing actual grant activities to those approved by the Approval Authority and specified in the Grant Plan;
3. Ensuring that any advances have been deposited in an interest bearing account and disbursed in accordance with applicable guidelines; and
4. Confirming compliance with: Grant Assurances; information provided on performance reports and payment requests; and needs and threat assessments and strategies.

(b) ALAMEDA is responsible for monitoring and auditing the grant activities of any subgrantee, contractor or other entity receiving Grant Funds through or from ALAMEDA. This requirement includes but is not limited to mandatory on-site verification visits.

(c) If after any monitoring review, the DHS or Cal OES makes findings that require a Corrective Action Plan by ALAMEDA, the City shall place a hold on all Reimbursement Requests from ALAMEDA until the findings are resolved.

3.10 Disbursement Procedures. San Francisco shall disburse Grant Funds to ALAMEDA as follows:

(a) ALAMEDA shall submit to the UASI Management Team, in the manner specified for notices pursuant to Article 9, a document ("Reimbursement Request") substantially in the form attached as Appendix C, attached hereto and incorporated by reference as though fully set forth herein. The UASI Management Team shall serve as the primary contact for ALAMEDA regarding any Reimbursement Request.

(b) The UASI Management Team will review all Reimbursement Requests for compliance with this Agreement and all applicable guidelines and requirements. The UASI Management Team will return to ALAMEDA any Reimbursement Request that is submitted and not approved by the UASI Management Team, with a brief statement of the reason for the rejection of the Reimbursement Request.
(c) The UASI Management Team will submit any Reimbursement Request that is approved by the UASI Management Team to DEM. City through DEM shall review the Reimbursement Request for compliance with this Agreement and all applicable guidelines and requirements. City shall return to the UASI Management Team any Reimbursement Request that is not approved by City, with a brief explanation of the reason for the rejection of the Reimbursement Request.

(d) If a rejection relates only to a portion of the expenditures itemized in any Reimbursement Request, City shall have no obligation to disburse any Grant Funds for any other expenditures itemized in such Reimbursement Request unless and until ALAMEDA submits a Reimbursement Request that is in all respects acceptable to the UASI Management Team and to City.

(e) If ALAMEDA is not in compliance with any provision of this Agreement, City may withhold disbursement of Grant Funds until ALAMEDA has taken corrective action and currently complies with all terms and conditions of the Agreement.

3.11 Disallowance. ALAMEDA agrees that if it claims or receives reimbursement from City for an expenditure that is later disallowed by the State of California or the federal government, ALAMEDA shall promptly refund the disallowed amount to City upon City’s written request. At its option, City may offset all or any portion of the disallowed amount against any other payment due to ALAMEDA hereunder or under any other Agreement with ALAMEDA. Any such offset with respect to a portion of the disallowed amount shall not release ALAMEDA from ALAMEDA’s obligation hereunder to refund the remainder of the disallowed amount.

3.12 Sustainability. Grant Funded programs that contain continuing personnel and operating expenses, over and above planning and implementation costs, must be sustained once the Grant Funding ends. If Equipment is purchased with grant funds the equipment must be sustained through the useful life of equipment. By executing this Agreement, ALAMEDA acknowledges its responsibility and agrees to sustain continuing programs beyond the Grant Funding period. ALAMEDA acknowledges and agrees that this sustainability requirement is a material term of the Agreement.

3.13 EHP Requirements.

(a) Grant Funded projects must comply with the federal Environmental and Historic Preservation ("EHP") program. ALAMEDA shall not initiate any project with the potential to impact environmental or historic properties or resources until Cal OES and FEMA have completed EHP reviews and approved the project. Examples of projects that may impact EHP resources include: communications towers, physical security enhancements, new construction, and modifications to buildings, structures and objects that are 50 years old or greater. ALAMEDA shall notify the UASI Management Team of any project that may require an EHP review. ALAMEDA agrees to provide detailed project information to FEMA, Cal OES and/or the UASI Management Team, to cooperate fully in the review, and to prepare any documents requested for the review. ALAMEDA shall comply with all conditions placed on the project as the result of the EHP review, and implement any treatment or mitigation measures deemed necessary to address potential adverse impacts. With prior approval of the UASI Management Team, ALAMEDA may use Grant Funds toward the costs of preparing documents and/or implementing treatment or mitigation measures. Any change to the approved project scope of work will require re-evaluation for compliance with EHP requirements. If ground disturbing activities occur during project implementation, ALAMEDA shall notify the UASI Management Team and ensure monitoring of ground disturbance. If any potential archeological resources are discovered, ALAMEDA shall immediately cease construction in that area and notify the UASI Management Team, which will notify the appropriate State Historic Preservation Office. If ALAMEDA is using Grant Funds for a communication tower project, ALAMEDA shall complete its Federal Communication Commission (“FCC”) EHP process before
preparing its Cal OES/FEMA EHP materials, and shall include the FCC EHP materials in the Cal OES/FEMA submission.

(b) Any construction or other project that ALAMEDA initiates without the necessary EHP review and approval will not be eligible for reimbursement. Failure of ALAMEDA to meet federal, State, and local EHP requirements, obtain applicable permits, or comply with any conditions that may be placed on the project as the result of FEMA’s and/or Cal OES’s EHP review will result in the denial of Reimbursement Requests.

3.14 National Energy Conservation Policy and Energy Policy Acts. ALAMEDA shall comply with the following requirements:

(a) Grant Funds may not be used in contravention of the Federal buildings performance and reporting requirements of Executive Order 13123, part 3 of Title V of the National Energy Conservation Policy Act (42 USC §8251 et seq.), or Subtitle A of Title I of the Energy Policy Act of 2005; and

(b) Grant Funds may not be used in contravention of Section 303 of the Energy Policy Act of 1992 (42 USC §13212).

3.15 Royalty-Free License. ALAMEDA understands and agrees 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 using Grant Funds; and (b) any rights of copyright that ALAMEDA purchases or acquires using Grant Funds. ALAMEDA shall consult with the UASI Management Team and FEMA regarding the allocation of any patent rights that arise from, or are purchased with, Grant Funds.

3.16 Publication Statements. ALAMEDA shall ensure that all publications created or developed under this Agreement prominently contain the following statement: “This document was prepared under a grant from the Federal Emergency Management Agencies Grant Programs Directorate (FEMA/GPD) within the US 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/GPD or the US Department of Homeland Security.”

ARTICLE 4
REPORTING REQUIREMENTS; AUDITS

4.1 Regular Reports. ALAMEDA shall provide, in a prompt and timely manner, financial, operational and other reports, as requested by the UASI Management Team or by City, in form and substance satisfactory to the UASI Management Team or City. Such reports, including any copies, shall be submitted on recycled paper and printed on double-sided pages, to the maximum extent possible.

4.2 Notification of Defaults or Changes in Circumstances. ALAMEDA shall notify the UASI Management Team and City immediately of (a) any Event of Default or event that, with the passage of time, would constitute an Event of Default; (b) any change of circumstances that would cause any of the representations or warranties contained in Article 5 to be false or misleading at any time during the term of this Agreement; and (c) any change of circumstances or events that would cause ALAMEDA to be out of compliance with the Grant Assurances in Appendix B.

4.3 Books and Records. ALAMEDA shall establish and maintain accurate files and records of all aspects of the Grant Plan and the matters funded in whole or in part with Grant Funds. Without limiting the scope of the foregoing, ALAMEDA shall establish and maintain accurate financial books and accounting records relating to Authorized Expenditures and to Grant Funds received and expended under
this Agreement, together with all invoices, documents, payrolls, time records and other data related to the matters covered by this Agreement, whether funded in whole or in part with Grant Funds. ALAMEDA shall maintain all of the files, records, books, invoices, documents, payrolls and other data required to be maintained under this Section in a readily accessible location and condition for a period of not less than three (3) years after expiration of this Agreement or until any final audit by Cal OES has been fully completed, whichever is later.

4.4 Inspection and Audit. ALAMEDA shall make available to the UASI Management Team and to City, and to UASI Management Team and City employees and authorized representatives, during regular business hours, all of the files, records, books, invoices, documents, payrolls and other data required to be established and maintained by ALAMEDA under Section 4.3, and allow access and the right to examine those items. ALAMEDA shall permit the UASI Management Team and City, and UASI Management Team and City employees and authorized representatives, to inspect, audit, examine and make excerpts and transcripts from any of the foregoing. The rights of the UASI Management Team and City pursuant to this Section shall remain in effect so long as ALAMEDA has the obligation to maintain such files, records, books, invoices, documents, payrolls and other data under this Article 4. The DHS, the Comptroller General of the United States or designee, and Cal OES shall have the same inspection and audit rights as the City and UASI Management Team. ALAMEDA shall cooperate with any federal or state audit.

4.5 Audit Report. If the amount specified in Section 3.2 of this agreement is $750,000 or more, ALAMEDA shall submit an organization-wide financial and compliance audit report. The audit must be performed in accordance with GAO’s Government Auditing Standards, and 2 CFR Part 200 Subpart F - Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards. ALAMEDA shall submit its audit report to the UASI Management Team no later than six months after the end of ALAMEDA’s fiscal year.

ARTICLE 5
REPRESENTATIONS AND WARRANTIES

ALAMEDA represents and warrants each of the following as of the date of this Agreement and at all times throughout the term of this Agreement:

5.1 No Misstatements. No document furnished or to be furnished by ALAMEDA to the UASI Management Team or to City in connection with this Agreement, any Reimbursement Request or any other document relating to any of the foregoing, contains or will contain any untrue statement of material fact or omits or will omit a material fact necessary to make the statements contained therein not misleading, under the circumstances under which any such statement shall have been made.

5.2 Eligibility to Receive Federal Funds. By executing this Agreement, ALAMEDA certifies that it is eligible to receive federal funds, and specifically certifies as follows:

(a) ALAMEDA is not suspended, debarred or otherwise excluded from participation in federal assistance programs, as required by Executive Order 12549 and 12689, “Debarment and Suspension” and implemented at 2 CFR Part 3000.

(c) ALAMEDA complies with the Drug-Free Workplace Act of 1988, as amended, 41 U.S.C. §701 et seq., as implemented in 2 CFR Part 3001, and will continue to provide a drug-free workplace as required under that Act and implementing regulations.

(d) ALAMEDA is not delinquent in the repayment of any federal debt. See OMB Circular A-129.

ALAMEDA acknowledges that these certifications of eligibility to receive federal funds are material terms of the Agreement.

5.3 **NIMS Compliance.** To be eligible to receive Grant Funds, ALAMEDA must meet National Incident Management System ("NIMS") compliance requirements, and report full NIMS compliance via the National Incident Management System Capability Assessment Support Tool ("NIMSCAST"). By executing this Agreement, ALAMEDA certifies that it is in full NIMS compliance, and that it has reported that compliance via the NIMSCAST. ALAMEDA shall provide documentation of its NIMS compliance to the UASI Management Team. ALAMEDA acknowledges that this certification is a material term of the Agreement.

**ARTICLE 6
INDEMNIFICATION AND GENERAL LIABILITY**

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

6.2 **Duty to Defend; Notice of Loss.** ALAMEDA acknowledges and agrees that its obligation to defend the Indemnified Parties under Section 6.1: (a) is an immediate obligation, independent of its other obligations hereunder; (b) applies to any Loss which actually or potentially falls within the scope of Section 6.1, regardless of whether the allegations asserted in connection with such Loss are or may be groundless, false or fraudulent; and (c) arises at the time the Loss is tendered to ALAMEDA by the Indemnified Party and continues at all times thereafter. The Indemnified Party shall give ALAMEDA prompt notice of any Loss under Section 6.1 and ALAMEDA shall have the right to defend, settle and compromise any such Loss; provided, however, that the Indemnified Party shall have the right to retain its own counsel at the expense of ALAMEDA if representation of such Indemnified Party by the counsel retained by ALAMEDA would be inappropriate due to conflicts of interest between such Indemnified Party and ALAMEDA. An Indemnified Party's failure to notify ALAMEDA promptly of any Loss shall not relieve ALAMEDA of any liability to such Indemnified Party pursuant to Section 6.1, unless such failure materially impairs ALAMEDA's ability to defend such Loss. ALAMEDA shall seek the
Indemnified Party's prior written consent to settle or compromise any Loss if ALAMEDA contends that such Indemnified Party shares in liability with respect thereto.

6.3 **Incidental and Consequential Damages.** Losses covered under this Article 6 shall include any and all incidental and consequential damages resulting in whole or in part from ALAMEDA’s acts or omissions. Nothing in this Agreement shall constitute a waiver or limitation of any rights that any Indemnified Party may have under applicable law with respect to such damages.

6.4 **LIMITATION ON LIABILITY OF SAN FRANCISCO.** CITY’S OBLIGATIONS UNDER THIS AGREEMENT SHALL BE LIMITED TO THE AGGREGATE AMOUNT OF GRANT FUNDS ACTUALLY DISBURSED HEREUNDER. NOTWITHSTANDING ANY OTHER PROVISION CONTAINED IN THIS AGREEMENT OR ANY OTHER DOCUMENT OR COMMUNICATION RELATING TO THIS AGREEMENT, IN NO EVENT SHALL CITY BE LIABLE, REGARDLESS OF WHETHER ANY CLAIM IS BASED ON CONTRACT OR TORT, FOR ANY SPECIAL, CONSEQUENTIAL, INDIRECT OR INCIDENTAL DAMAGES, INCLUDING LOST PROFITS, ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT, THE GRANT FUNDS, THE GRANT PLAN OR ANY ACTIVITIES PERFORMED IN CONNECTION WITH THIS AGREEMENT.

**ARTICLE 7**

**EVENTS OF DEFAULT AND REMEDIES; TERMINATION FOR CONVENIENCE**

7.1 **Events of Default.** The occurrence of any one or more of the following events shall constitute an "Event of Default" under this Agreement:

(a) **False Statement.** Any statement, representation, certification or warranty contained in this Agreement, in any Reimbursement Request, or in any other document submitted to the UASI Management Team or to City under this Agreement is found by the UASI Management Team or by City to be false or misleading.

(b) **Failure to Perform Other Covenants.** ALAMEDA fails to perform or breaches any provision or covenant of this Agreement to be performed or observed by ALAMEDA as and when performance or observance is due and such failure or breach continues for a period of ten (10) days after the date on which such performance or observance is due.

(c) **Failure to Comply with Applicable Laws.** ALAMEDA fails to perform or breaches any of the terms or provisions of Article 12.

(d) **Voluntary Insolvency.** ALAMEDA(i) is generally not paying its debts as they become due, (ii) files, or consents by answer or otherwise to the filing against it of, a petition for relief or reorganization or arrangement or any other petition in bankruptcy or for liquidation or to take advantage of any bankruptcy, insolvency or other debtors' relief law of any jurisdiction, (iii) makes an assignment for the benefit of its creditors, (iv) consents to the appointment of a custodian, receiver, trustee or other officer with similar powers of ALAMEDA or of any substantial part of ALAMEDA’s property or (v) takes action for the purpose of any of the foregoing.

(e) **Involuntary Insolvency.** Without consent by ALAMEDA, a court or government authority enters an order, and such order is not vacated within ten (10) days, (i) appointing a custodian, receiver, trustee or other officer with similar powers with respect to ALAMEDA or with respect to any substantial part of ALAMEDA’s property, (ii) constituting an order for relief or approving a petition for relief or reorganization or arrangement or any other petition in bankruptcy or for liquidation or to take advantage of any bankruptcy, insolvency or other debtors' relief law of any jurisdiction or (iii) ordering the dissolution, winding-up or liquidation of ALAMEDA.
7.2 **Remedies upon Event of Default.** Upon and during the continuance of an Event of Default, City may do any of the following, individually or in combination with any other remedy:

(a) **Termination.** City may terminate this Agreement by giving a written termination notice to ALAMEDA and, on the date specified in such notice, this Agreement shall terminate and all rights of ALAMEDA hereunder shall be extinguished. In the event of such termination, City will pay ALAMEDA for Authorized Expenditures in any Reimbursement Request that was submitted and approved by the UASI Management Team and by City prior to the date of termination specified in such notice.

(b) **Withholding of Grant Funds.** City may withhold all or any portion of Grant Funds not yet disbursed hereunder, regardless of whether ALAMEDA has previously submitted a Reimbursement Request or whether the UASI Management Team and/or City has approved the disbursement of the Grant Funds requested in any Reimbursement Request. Any Grant Funds withheld pursuant to this Section and subsequently disbursed to ALAMEDA after cure of applicable Events of Default shall be disbursed without interest.

(c) **Return of Grant Funds.** City may demand the immediate return of any previously disbursed Grant Funds that have been claimed or expended by ALAMEDA in breach of the terms of this Agreement, together with interest thereon from the date of disbursement at the maximum rate permitted under applicable law.

7.3 **Termination for Convenience.**

(a) City shall have the option, in its sole discretion, to terminate this Agreement, at any time during the term hereof, for convenience and without cause. City shall exercise this option by giving ALAMEDA written notice of termination. The notice shall specify the date on which termination shall become effective.

(b) Upon receipt of the notice, ALAMEDA shall commence and perform, with diligence, all actions necessary on the part of ALAMEDA to effect the termination of this Agreement on the date specified by City and to minimize the liability of ALAMEDA and City to third parties as a result of termination. All such actions shall be subject to the prior approval of the UASI Management Team.

(c) Within 30 days after the specified termination date, ALAMEDA shall submit to the UASI Management Team an invoice for all Authorized Expenses incurred through the termination date. For Authorized Expenses incurred after receipt of the notice of termination, City will only reimburse ALAMEDA if the Authorized Expenses received prior approval from the UASI Management Team as specified in subparagraph (b).

(d) In no event shall City be liable for costs incurred by ALAMEDA or any of its contractors or subgrantees after the termination date specified by City.

(e) City’s payment obligation under this Section shall survive termination of this Agreement.

7.4 **Remedies Nonexclusive.** Each of the remedies provided for in this Agreement may be exercised individually or in combination with any other remedy available hereunder or under applicable laws, rules and regulations. The remedies contained herein are in addition to all other remedies available to City at law or in equity by statute or otherwise and the exercise of any such remedy shall not preclude or in any way be deemed to waive any other remedy.
ARTICLE 8
ASSIGNMENTS

8.1 No Assignment by ALAMEDA. ALAMEDA shall not, either directly or indirectly, assign, transfer, hypothecate, subcontract or delegate all or any portion of this Agreement or any rights, duties or obligations of ALAMEDA hereunder without the prior written consent of the UASI Management Team; provided, however, that any contractor or subgrantee specifically referenced in Appendix A shall not require the consent of Management Team. This Agreement shall not, nor shall any interest herein, be assignable as to the interest of ALAMEDA involuntarily or by operation of law without the prior written consent of City. A change of ownership or control of ALAMEDA or a sale or transfer of substantially all of the assets of ALAMEDA shall be deemed an assignment for purposes of this Agreement.

8.2 Agreement Made in Violation of this Article. Any agreement made in violation of Section 8.1 shall confer no rights on any person or entity and shall automatically be null and void.

8.3 ALAMEDA Retains Responsibility. ALAMEDA shall in all events remain liable for the performance by any subgrantee contractor, or assignee of all of the covenants, terms and conditions in this Agreement.

ARTICLE 9
NOTICES AND OTHER COMMUNICATIONS

9.1 Requirements. Unless otherwise specifically provided herein, all notices, consents, directions, approvals, instructions, requests and other communications hereunder shall be in writing, shall be addressed to the person and address set forth below and shall be (a) deposited in the U.S. mail, first class, certified with return receipt requested and with appropriate postage, (b) hand delivered or (c) sent via facsimile (if a facsimile number is provided below):

If to San Francisco:

San Francisco Department of Emergency Management
1011 Turk Street
San Francisco, CA 94102
Attn: Anne Kronenberg, Executive Director
Facsimile No.: (415) 558-3864

If to the UASI Management Team:

UASI Management Team
711 Van Ness Avenue, Suite #420
San Francisco, CA 94102
Attn: Catherine Spaulding, Assistant General Manager
Facsimile No.: (415) 353-5246
If to ALAMEDA:

County of Alameda Sheriff's Office
1401 Lakeside Drive, 12th Floor
Oakland, CA 94612
Attn: Gregory Ahern, Sheriff
Facsimile No.: (510) 272-3796

9.2 **Effective Date.** All communications sent in accordance with Section 9.1 shall become effective on the date of receipt. Such date of receipt shall be determined by: (a) if mailed, the return receipt, completed by the U.S. postal service; (b) if sent via hand delivery, a receipt executed by a duly authorized agent of the party to whom the notice was sent; or (c) if sent via facsimile, the date of telephonic confirmation of receipt by a duly authorized agent of the party to whom the notice was sent or, if such confirmation is not reasonably practicable, the date indicated in the facsimile machine transmission report of the party giving such notice.

9.3 **Change of Address.** From time to time any party hereto may designate a new address or recipient for notice for purposes of this Article 9 by written notice to the other party and the UASI Management Team.

**ARTICLE 10**

**MISCELLANEOUS**

10.1 **No Waiver.** No waiver by San Francisco of any default or breach of this Agreement shall be implied from any failure by the UASI Management Team or San Francisco to take action on account of such default if such default persists or is repeated. No express waiver by San Francisco shall affect any default other than the default specified in the waiver and shall be operative only for the time and to the extent therein stated. Waivers by San Francisco of any covenant, term or condition contained herein shall not be construed as a waiver of any subsequent breach of the same covenant, term or condition. The consent or approval by the UASI Management Team or San Francisco of any action requiring further consent or approval shall not be deemed to waive or render unnecessary the consent or approval to or of any subsequent similar act.

10.2 **Modification.** This Agreement may not be modified, nor may compliance with any of its terms be waived, except by written instrument executed and approved in the same manner as this Agreement; provided, however, that the General Manager or designee may establish alternate procedures for modification of the Appendix A and the Grant Plan.

10.3 **Governing Law; Venue.** The formation, interpretation and performance of this Agreement shall be governed by the laws of the State of California, without regard to its conflict of laws principles. Venue for all litigation relative to the formation, interpretation and performance of this Agreement shall be in San Francisco.

10.4 **ALAMEDA to Pay All Taxes.** ALAMEDA shall pay to the appropriate governmental authority, as and when due, any and all taxes, fees, assessments or other governmental charges, including possessory interest taxes and California sales and use taxes, levied upon or in connection with this Agreement, the Grant Plan, the Grant Funds or any of the activities contemplated by this Agreement.

10.5 **Headings.** All article and section headings and captions contained in this Agreement are for reference only and shall not be considered in construing this Agreement.
10.6 **Entire Agreement.** This Agreement sets forth the entire Agreement between the parties, and supersedes all other oral or written provisions. The following Appendices are attached to and a part of this Agreement:

- Appendix A, Authorized Expenditures and Timelines
- Appendix B, Grant Assurances
- Appendix C, Form of Reimbursement Request

10.7 **Certified Resolution of Signatory Authority.** Upon request of San Francisco, ALAMEDA shall deliver to San Francisco a copy of the corporate resolution(s) authorizing the execution, delivery and performance of this Agreement, certified as true, accurate and complete by the appropriate authorized representative of ALAMEDA.

10.8 **Severability.** Should the application of any provision of this Agreement to any particular facts or circumstances be found by a court of competent jurisdiction to be invalid or unenforceable, then (a) the validity of other provisions of this Agreement shall not be affected or impaired thereby, and (b) such provision shall be enforced to the maximum extent possible so as to effect the intent of the parties and shall be reformed without further action by the parties to the extent necessary to make such provision valid and enforceable.

10.9 **Successors; No Third-Party Beneficiaries.** Subject to the terms of Article 8, the terms of this Agreement shall be binding upon, and inure to the benefit of, the parties hereto and their successors and assigns. Nothing in this Agreement, whether express or implied, shall be construed to give any person or entity (other than the parties hereto and their respective successors and assigns and, in the case of Article 6, the Indemnified Parties) any legal or equitable right, remedy or claim under or in respect of this Agreement or any covenants, conditions or provisions contained herein.

10.10 **Survival of Terms.** The obligations of ALAMEDA and the terms of the following provisions of this Agreement shall survive and continue following expiration or termination of this Agreement: Sections 4.3 and 4.4, Article 6, this Article 10, and the Grant Assurances of Appendix B.

10.11 **Further Assurances.** From and after the date of this Agreement, ALAMEDA agrees to do such things, perform such acts, and make, execute, acknowledge and deliver such documents as may be reasonably necessary or proper and usual to complete the transactions contemplated by this Agreement and to carry out the purpose of this Agreement in accordance with this Agreement.

10.12 **Disclosure of Subawards and Executive Compensation.** Pursuant to the Federal Funding Accountability and Transparency Act (FFATA) (P.L. 109-282) as amended by Section 6202(a) of the Government Funding Transparency Act of 2008 (P.L. 110-252), full disclosure to the public of entities or organizations receiving federal funds is now required. As defined by the Office of Management and Budget (OMB), all new Federal awards of $25,000 or more as of October 1, 2010, are subject to FFATA reporting requirements. The Transparency Act definition of “Federal awards” includes not only prime awards for grantees, cooperators, and contractors, but also awards to sub-recipients. If applicable, ALAMEDA must provide the following information on ALAMEDA letterhead within 30 days of receipt of this Agreement.

1. Subawards greater than $25,000:
   a) Name of entity receiving award;
   b) Amount of award;
   c) Funding agency;
   d) The Catalog of Federal Domestic Assistance program number;
e) Award title (descriptive of the purpose of the funding action);
f) Location of the entity and primary location of performance including city, state, and Congressional district;
g) Dun & Bradstreet (D&B) DUNS Number of the entity, and its parent if applicable; and,
h) Total compensation and names of top five executives (same thresholds as for prime recipients).

2. The Total compensation and names of the top five executives if:

a) 80% or more of annual gross revenues are from Federal awards (contracts, sub-contracts and Federal financial assistance), and $25,000,000 or more in annual gross revenues from Federal awards; and,
b) Compensation information is not already available through reporting to the Securities and Exchange Commission.

10.13 **Cooperation with UASI Programs and Activities.**

(a) Subject to reasonable terms and conditions, ALAMEDA agrees to participate in UASI-sponsored exercises, and to make available equipment acquired with Grant Funds for use as part of such exercises.

(b) To the extent permitted by law, ALAMEDA agrees to share with the Approval Authority informational work products (such as plans, reports, data, etc.) created or acquired using Grant Funds.

**ARTICLE 11**

**INSURANCE**

11.1 **Types and Amounts of Coverage.** Without limiting ALAMEDA’s liability pursuant to Article 6 of this Agreement, ALAMEDA 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, ALAMEDA hereby agrees to waive subrogation which any insurer of ALAMEDA may acquire from ALAMEDA by virtue of the payment of any loss. ALAMEDA 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 ALAMEDA, 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, ALAMEDA 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, ALAMEDA 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 ALAMEDA 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, ALAMEDA 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 ALAMEDA as additional insureds.

11.11 Authority to Self-Insure. Nothing in this Agreement shall preclude ALAMEDA from self-insuring all or part of the insurance requirement in this Article. However, ALAMEDA shall provide proof of self-insurance, in a form acceptable to San Francisco, in the amounts of each line of self-insurance.
ARTICLE 12
COMPLIANCE

12.1 Nondiscrimination. In the performance of this Agreement, ALAMEDA agrees not to discriminate against any employee, San Francisco employee working with ALAMEDA or any subgrantee of ALAMEDA, applicant for employment with ALAMEDA or subgrantee of ALAMEDA, or against any person seeking accommodations, advantages, facilities, privileges, services, or membership in all business, social, or other establishments or organizations, on the basis of the fact or perception of a person’s race, color, creed, religion, national origin, ancestry, age, height, weight, sex, sexual orientation, gender identity, domestic partner status, marital status, disability or Acquired Immune Deficiency Syndrome or HIV status (AIDS/HIV status), or association with members of such protected classes, or in retaliation for opposition to discrimination against such classes.

12.2 Conflict of Interest. Through its execution of this Agreement, ALAMEDA acknowledges that it is familiar with the provisions of Section 87100 et seq. and Section 1090 et seq. of the Government Code of the State of California, and certifies that it does not know of any facts which constitutes a violation of said provisions and agrees that it will immediately notify City if it becomes aware of any such fact during the term of this Agreement. ALAMEDA agrees that it will promptly notify City in writing of all violations of State or Federal criminal law involving fraud, bribery, or gratuities affecting or involving the use of Grant Funds.

12.3 Compliance with ADA. ALAMEDA acknowledges that, pursuant to the ADA, programs, services and other activities provided by a public entity to the public, whether directly or through a grantee or contractor, must be accessible to the disabled public. ALAMEDA shall not discriminate against any person protected under the ADA in connection with all or any portion of the Grant Plan and shall comply at all times with the provisions of the ADA.

12.4 Prohibition on Political Activity with City Funds. In accordance with San Francisco Administrative Code Chapter 12.G, ALAMEDA may not participate in, support, or attempt to influence any political campaign for a candidate or for a ballot measure (collectively, “Political Activity”) in the performance of the services provided under this Agreement. ALAMEDA agrees to comply with San Francisco Administrative Code Chapter 12.G and any implementing rules and regulations promulgated by San Francisco’s Controller. The terms and provisions of Chapter 12.G are incorporated herein by this reference. In the event Contractor violates the provisions of this section, San Francisco may, in addition to any other rights or remedies available hereunder, (i) terminate this Agreement, and (ii) prohibit ALAMEDA from bidding on or receiving any new City contract for a period of two (2) years. The Controller will not consider ALAMEDA’s use of profit as a violation of this section.

12.5 Submitting False Claims; Monetary Penalties. Pursuant to San Francisco Administrative Code §21.35, any contractor, subcontractor or consultant who submits a false claim shall be liable to the City for the statutory penalties set forth in that section. The text of Section 21.35, along with the entire San Francisco Administrative Code is available on the web at http://www.municode.com/Library/clientCodePage.aspx?clientID=4201. A contractor, subcontractor or consultant will be deemed to have submitted a false claim to the City if the contractor, subcontractor or consultant: (a) knowingly presents or causes to be presented to an officer or employee of the City a false claim or request for payment or approval; (b) knowingly makes, uses, or causes to be made or used a false record or statement to get a false claim paid or approved by the City; (c) conspires to defraud the City by getting a false claim allowed or paid by the City; (d) knowingly makes, uses, or causes to be made or used a false record or statement to conceal, avoid, or decrease an obligation to pay or transmit money or property to the City; or (e) is a beneficiary of an inadvertent submission of a false claim to the City, subsequently discovers the falsity of the claim, and fails to disclose the false claim to the City within a reasonable time after discovery of the false claim.

FY 15 UASI – ALAMEDA  Page 19 of 20  November 1, 2015
IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed as of the date first specified herein.

CITY AND COUNTY OF SAN FRANCISCO:
SAN FRANCISCO DEPARTMENT OF EMERGENCY MANAGEMENT

By:

ANNE KRONENBERG
EXECUTIVE DIRECTOR

COUNTY OF ALAMEDA:

By:

GREGORY J. AHERN
SHERIFF/CORONER

Federal Tax ID #: 94-6000501

Approved as to Form:
Dennis J. Herrera
City Attorney

Approved as to Form:
Donna Ziegler
County Counsel

By: Thomas Owen
Deputy City Attorney

By: David Nefouse
Deputy County Counsel
## Appendix A — Authorized Expenditures and Timelines

**ENTITY: ALAMEDA**

Total allocation to be spent on the following solution areas:

<table>
<thead>
<tr>
<th>UASI Project Letter and Title</th>
<th>Solution Area</th>
<th>Program Description</th>
<th>Projected Milestone Dates (to be completed on or about)</th>
<th>Deliverable Dates</th>
<th>Amount</th>
</tr>
</thead>
</table>
| Project B                    | Equipment    | Funds to purchase a RapidHIT 200 DNA testing device for rapid DNA analysis. AEL# 07BD-02-DNRN AEL# 21GN-00-STAX AEL# 21GN-00-SHIP Final deadline for submittal of claims is 01/31/2017. | RFQ Release: 120 Days From Project Start Date  
Contract Award: 180 Days From Project Start Date  
Performance Bond: 180 Days From Project Start Date  
Issuance of Purchase Order: 195 Days From Project Start Date  
Receive Equipment: 220 Days From Project Start Date  
Test Equipment: 250 Days From Project Start Date  
Conduct Training: 260 Days From Project Start Date  
Deploy Equipment: 265 Days From Project Start Date  
Project Completion: 365 Days From Project Start Date | 12/31/2016 | Not to Exceed: $292,524 |
| Project C                    | Planning     | Funds for Regional Broadband/Land Mobile Radio (LMR) planning and governance activities. | Develop an Outline of Major Topics: 1 Day From Project Start Date  
Provide Draft of Action Plan: | 12/31/2016 | Not to Exceed: $59,000 |
| STRENGTHEN COMMUNICATIONS CAPABILITIES | Funding will support BayRiCs for the following:
(1) Develop and share essential Bay Area needs and requirements for State Consultation
(2) Educate agencies about benefits and options for using the FirstNet network when available
(3) Position Bay Area as an "early-build" pilot project by leveraging the strong support from regional stakeholders and significant work accomplished on BayWEB
Final deadline for submittal of claims is 01/31/2017. | 30 Days From Project Start Date
- Finalize Action Plan:
- 60 Days From Project Start Date
- Facilitate Meetings:
- 60 Days From Project Start Date
- Conduct a Workshop:
- 120 Days From Project Start Date
- Participate in Consultation Meetings with State and FirstNet:
- 180 Days From Project Start Date
- Provide BayRiCS Recommendations to Governor:
- Days From Project Start Date
- Project Completion:
- 395 Days From Project Start Date | |
| Project C | Funds for BayLoop Regional Loop Upgrade.
AEL# 06CP-04-WADN
AEL# 21GN-00-STAX
AEL# 21GN-00-SHIP
AEL# 21GN-00-INST
Final deadline for submittal of claims is 08/30/2016. | Create Specifications:
1 Day From Project Start Date
RFQ Release:
1 Day From Project Start Date
Contract Award:
60 Days From Project Start Date
Issuance of Purchase Order:
90 Days From Project Start Date
Receive Equipment:
120 Days From Project Start Date
Site Installation:
150 Days From Project Start Date | 06/30/2016
Not to Exceed: $202,316 |
| Project C | Equipment | Funds for EBRCSCA Digital Dispatch Consoles.  
AEL# 06CP-04-WADN  
AEL# 21GN-00-STAX  
AEL# 21GN-00-SHIP  
AEL# 21GN-00-INST  
Final deadline for submittal of claims is **01/31/2017**. | Field Programming Services:  
180 Days From Project Start Date  
System Acceptance:  
210 Days From Project Start Date  
Sole Source Approval:  
60 Days From Project Start Date  
Issuance of Purchase Order:  
90 Days From Project Start Date  
Receive Equipment:  
120 Days From Project Start Date  
Site Installation:  
200 Days From Project Start Date  
System Acceptance:  
250 Days From Project Start Date  
Submit Reimbursement Documentation:  
300 Days From Project Start Date  
Final deadline for submittal of claims is **01/31/2017**. | Not to Exceed: **$360,000** |
|---|---|---|---|---|
| Project D | Equipment | Funds for Bio-Threat Identification through Next Generation Sequencing (NGS).  
AEL# 07BD-02-DNRR  
AEL# 21GN-00-STAX  
AEL# 21GN-00-SHIP  
Final deadline for submittal of claims is **07/30/2016**. | Field Programming Services:  
180 Days From Project Start Date  
System Acceptance:  
210 Days From Project Start Date  
Sole Source Approval:  
60 Days From Project Start Date  
Issuance of Purchase Order:  
40 Days From Project Start Date  
Receive Equipment:  
45 Days From Project Start Date  
Test Equipment:  
55 Days From Project Start Date  
Validate Equipment for Bacteria and Virus Characterization:  
115 Days From Project Start Date  
Final deadline for submittal of claims is **07/30/2016**. | Not to Exceed: **$100,000** |
<table>
<thead>
<tr>
<th>Project</th>
<th>Activity</th>
<th>Planning/Training</th>
<th>Description</th>
<th>End Date</th>
<th>Financial Limit</th>
</tr>
</thead>
<tbody>
<tr>
<td>Project H</td>
<td>Enhance Homeland Security Exercise, Evaluation, and Training Programs</td>
<td>Planning</td>
<td>ALAMEDA personnel assigned as the Project Manager. The Project Manager shall oversee the Regional Training and Exercise Program, and shall also function as the liaison to the UASI Management Team. Final deadline for submittal of claims is 01/31/2017.</td>
<td>See Table of Services, Deliverables and Timelines</td>
<td>12/31/2016</td>
</tr>
<tr>
<td>Project H</td>
<td>Enhance Homeland Security Exercise, Evaluation, and Training Program</td>
<td>Planning</td>
<td>ALAMEDA personnel assigned to the Regional Training and Exercise Program in direct support of the goals and objectives pertaining to the prevention, protection, response and recovery from acts of terrorism. Final deadline for submittal of claims is 01/31/2017.</td>
<td>See Table of Services, Deliverables and Timelines</td>
<td>12/31/2016</td>
</tr>
<tr>
<td>Project H</td>
<td>Enhance Homeland Security Exercise, Evaluation, and Training Program</td>
<td>Planning</td>
<td>Funding for other authorized planning and administrative staffing expenses, including classroom office rent, to support the goals and objectives of the Regional Training and Exercise Program. Final deadline for submittal of claims is 01/31/2017.</td>
<td>See Table of Services, Deliverables and Timelines</td>
<td>12/31/2016</td>
</tr>
<tr>
<td>Project H</td>
<td>Enhance Homeland Security Exercise, Evaluation, and Training Program</td>
<td>Training</td>
<td>Provide training in direct support of the goals and objectives pertaining to the prevention, protection, response and recovery from acts of terrorism. Final deadline for submittal of claims is 01/31/2017.</td>
<td>See Table of Services, Deliverables and Timelines</td>
<td>12/31/2016</td>
</tr>
<tr>
<td>Evaluation, and Training Program</td>
<td>response and recovery from acts of terrorism. Final deadline for submittal of claims is 01/31/2017.</td>
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</tr>
<tr>
<td>Project H</td>
<td>Provide regional exercises in direct support of the goals and objectives pertaining to the prevention, protection, response and recovery from acts of terrorism. Final deadline for submittal of claims is 01/31/2017.</td>
<td></td>
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<tr>
<td>Enhance Homeland Security Exercise, Evaluation, and Training Program</td>
<td>See table of Services, Deliverables, and Timelines</td>
<td></td>
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<tr>
<td></td>
<td>12/31/2016</td>
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<td></td>
<td>Not to Exceed: $1,700,000</td>
<td></td>
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<tr>
<td>TOTAL ALLOCATION</td>
<td>NOT TO EXCEED: $5,915,179</td>
<td></td>
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</tr>
</tbody>
</table>

**PLANNING**

*Reimbursement for Planning Requires:*

- **Personnel** – Prior to any expenditure for personnel, ALAMEDA must submit completed job descriptions to the UASI detailing the planning activities the personnel will complete and the deliverables to be produced. Prior to reimbursement, ALAMEDA must submit the following: all functional time sheets, payroll documentation showing payment of salaries and benefits, or cancelled checks; work product or certification that work was completed including a statement of completed activities.

- **Contracts** – All contracts must be pre-approved by the UASI prior to execution. In addition, ALAMEDA must satisfy the following guidelines:
  - Procurement of contractual services must follow local policies and procedures for competitive purchasing (provided they are not in conflict with Federal regulations which supersede them). If sole source approval is needed, ALAMEDA must transmit a sole source request to the UASI for submission to the State.
  - The contract must have a clearly stated scope of work and deliverables, deadlines for completion of work, and a schedule of contract payments.
  - All services must be performed and paid within the grant performance period.

- **Travel** - travel for planning activities must be pre-approved in accordance with the Bay Area UASI Travel Policy (adopted by the Approval Authority in September 2011) prior to scheduling. Invoices must include all backup documentation, including conference...
agendas, programs, brochures, lodging receipts, per diem calculations, airfare receipts/boarding passes, mileage calculations, other transportation receipts, and proof of payment.

**EQUIPMENT**

*Reimbursement for Equipment Requires:*

- An approved EHP memo, if applicable.
- A performance bond is required for any equipment item that exceeds $250,000, or for any vehicle, aircraft, or watercraft, regardless of the cost. Failure to obtain and submit a performance bond to the UASI may result in disallowance of cost.
- As allowable under Federal guidelines, procurement of equipment must follow local policies and procedures for competitive purchasing (provided they are not in conflict with Federal regulations which supersede them). If sole source approval is needed, ALAMEDA must transmit the request to the UASI for request to the State.
- Prior to reimbursement, ALAMEDA must submit all invoices, AEL numbers, and a list of all equipment ID numbers and the deployed locations.
- ALAMEDA must inventory, type, organize and track all equipment purchased in order to facilitate the dispatch, deployment, and recovery of resources before, during, and after an incident.

**TRAINING**

*Reimbursement for Training Requires:*

- An approved EHP memo, if applicable.
- Training course expenses may include backfill/overtime, travel, tuition, per diem or other grant eligible expenses. Grant eligible training expenses are published in the FY 2015 Homeland Security Grant Program Guidance.
- When seeking reimbursement for grant eligible training expenses, ALAMEDA must submit completed ledger page indicating course title, feedback number, sub category (e.g., OT, BF, Course Development).
- Provide registration receipts and agendas.
- Provide copies of sign in sheets (must have supervisor’s signature).

**EXERCISE**

*Reimbursement for Exercise Requires:*

- An approved EHP memo, if applicable.
- Exercise expenses may include backfill/overtime, travel, exercise planning, or other ancillary expenses needed to successfully complete the exercise. Eligible exercise expenses are published in the FY 2015 Homeland Security Grant Program Guidance.
• An After Action Report (AAR) must be completed within 90 calendar days of the exercise. ALAMEDA must submit a copy of the AAR report and proof of transmittal to the web portal with the final request for reimbursement.

A. Overview of Services and Deliverables.

ALAMEDA shall serve as the Executive Sponsor and fiscal agent for the Bay Area Regional Training and Exercise Program. The Training and Exercise Program shall be staffed by personnel as indicated in Appendix A.

B. Specific Services, Deliverables and Timelines

ALAMEDA shall ensure that the Regional Training and Exercise Program performs the following tasks and produces the following deliverables, on the schedule set forth below.

<table>
<thead>
<tr>
<th>Task 1-Staffing, Program Standup and Transition</th>
<th>Description</th>
<th>Deliverables/Milestones</th>
<th>Schedule/Due Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>1(a) Alameda shall maintain sufficient staffing to administer the Training and Exercise Program. The Team will consist of the following: 1 Project Manager, 1 Lead Training &amp; Exercise Planner for Law Enforcement and Emergency Management disciplines, 1 Training &amp; Exercise Planner for Emergency Medical Services, Public Health and Emergency Management disciplines, 1 Training &amp; Exercise planner for the Fire discipline, 1 Planning and Research Coordinator to conduct research, arrange training contracts, secure tracking</td>
<td>Maintain Staff Positions of the Regional Training and Exercise Program team.</td>
<td>Ongoing 1/1/2016 through 12/31/2016</td>
<td></td>
</tr>
</tbody>
</table>
| Task 2 - Develop Regional Training Plans | 2(a) Alameda shall develop and draft an Annual Regional Training Plan that will cover regional training and exercise activities for Calendar year 2016. Development of the Annual Regional Training Plan shall cover the following:
1. Conduct briefings with appropriate UASI staff, existing Training and Exercise Working Group members, regional stakeholders.
2. Conduct preliminary assessments of existing UASI/Regional Training Plans, priorities.
4. Using existing grant request information and requests surfaced through the regional Training and Exercise Working Group, develop a prioritized list of training activities for implementation as part of the Annual Training Plan. | 2(a) Draft Annual Training Plan for 2016.
Discuss and finalize the Annual Training Plan at the February 2016 meeting of the Training and Exercise Regional Working Group.
Monthly |
| Ongoing | Ongoing | 1/30/2016 |
| Task 3 – Implementation and Operation of Regional Training course program | Alameda shall calendar, procure, and track all training activities developed under the Annual Training and Exercise Plan and 3-Year Regional Training Plan. Requirements include:  
1. Submit all EHP memos to the UASI for training courses.  
2. Apply for all Training feedback numbers as provided and required by Cal EMA.  
3. Arrange for all training facilities, provider contracts and curriculum materials, as needed, prior to the training.  
4. Oversee training delivery, as needed.  
5. Track and file all course agendas, registration lists/sign in sheets and records according to grant audit requirements.  
6. Reimburse participating sub-recipient agencies, as applicable.  
Report on the success or performance of each training activity, monthly, to the UASI. | On-going for term of agreement.  
Ongoing  
Ongoing  
Ongoing - Randomly attend training course to evaluate the delivery of training.  
Ongoing  
Ongoing  
Monthly reports due on the 14th of the next month. Quarterly reports provided to the Approval Authority as directed and scheduled by UASI Management. |
<table>
<thead>
<tr>
<th>Task 4 Exercise:</th>
<th>7. Alameda shall facilitate Regional Exercises in support of the Prevention, Protection, Response and Recovery from Terrorism as tested through full scale, table top, or other exercises within the region to ensure use of UASI funded training and equipment.</th>
<th>Through the Training and Exercise Workgroup and the Overhead Planning Team, evaluate proposals for and determine best practices to fund for regional exercises.</th>
<th>1/1/2016 through 12/31/2016</th>
</tr>
</thead>
<tbody>
<tr>
<td>Task 4a - Regional Overhead Planning team</td>
<td>Alameda shall continue development a Regional Overhead Planning Team (REOPT) for the purposes of providing overall direction, assistance and oversight of Urban Shield regional exercise. The REOPT shall consist of high level exercise planners and administrators from the participating sub-recipient agencies in the region. Alameda and the REOPT shall ensure that the Urban Shield Full Scale Exercise is 1. Multi-disciplinary 2. Involves full participation of multiple Bay Area jurisdictions and first responder agencies 3. Provides a vehicle for testing and evaluating first responder Fire, EMS, Law Enforcement, and Emergency Manager staff. 4. Provides for testing and evaluation of UASI grant funded plans and equipment. Includes a component relative to regional catastrophic preparedness.</td>
<td>Convene continuing meetings of the REOPT, including noticing of the meeting, developing an agenda, posting minutes.</td>
<td>1/1/2016 12/31/2016</td>
</tr>
</tbody>
</table>
| Task 4b - Exercise Plans | 4b (1) Urban Shield 2016 Convene a preliminary planning meeting of the REOPT and key Alameda staff to begin planning for Urban Shield 2016. Thereafter, Alameda and the REOPT shall convene planning meetings consistent with HSEEP guidelines to prepare, plan, and execute the Urban Shield 2016.  
5. Planning meetings shall identify the new exercise scenarios, overall exercise budget and scenario budgets, documentation for submittal of EHP memos, and other information necessary for the planning of Urban Shield | 4b (1) Preliminary planning meeting shall occur in March 2016. Initial Exercise Planning meeting shall be convened in March, 2016. Exercise Budget shall be due on July 1, 2016. | 12/31/2016 |
| Task 4c - | Alameda shall produce or support After Action Reports (AARs) for all Exercises, and shall ensure that Improvement Plans and any other recommended actions are included in future Exercises, and any performance gaps are identified for possible future funding by the UASI. | Within 90 days after the end of the Exercises, Alameda shall submit an After Action Report. | Urban Shield 2016 – December 31, 2016  
Other Exercises as identified, within 90 days. |
| Task 5.- Periodic Reports | 5a. Alameda shall report on a monthly basis, through its Project Manager, to the UASI and its General Manager. Reports shall be in written form, and may include oral reports to the Approval Authority, when necessary. | Written reports shall be completed by the 15th day following the end of the month. | Due dates – 15th of each month for the preceding month.  
Regional Training and Exercise Grant report due December 30, 2016 |

**Note:**
- **Due dates** are specific to the tasks outlined above. For Urban Shield 2016, the initial exercise planning meeting is scheduled for March, 2016. The preliminary planning meeting for the Urban Shield 2016 exercise is set to occur by December 31, 2016. Other exercises, as identified, are due within 90 days.
- **Written reports** are required monthly, with the deadline being the 15th day of the following month. An exception is made for the Regional Training and Exercise Grant report, which is due by December 30, 2016.
and exercise activities and accomplishments of the FY 15 Grant cycle. The report should include the following:

- An assessment of the highlights of the regional Training Program during the first 12 months.
- A list of training courses completed, with attendance statistics, numbers of attendees in each discipline served.
- An analysis of costs and benefits of the training and exercise programs, delivery models used, and activities accomplished during the grant cycle.

Recommendations for program improvement.

<table>
<thead>
<tr>
<th>Task 6 – Reimbursement Requests</th>
<th>Alameda shall file reimbursement requests on a quarterly basis and shall submit requests on the 15th of the month after the end of the quarter.</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>• Alameda shall submit all required backup documentation including contracts and MOUs, invoices, proof of payment, payroll documents for any backfill or overtime, if applicable.</td>
</tr>
</tbody>
</table>

| Alameda shall submit Quarterly reimbursement requests. | Quarterly Basis |
## Salaries Based on 12 Month Performance Period

<table>
<thead>
<tr>
<th>PROJECT H - Training &amp; Exercise</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>T&amp;E Project Mgr</td>
<td>$400,186.00</td>
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<tr>
<td>T&amp;E Staff</td>
<td>$1,001,153.00</td>
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<tr>
<td>Training</td>
<td>$1,700,000.00</td>
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<tr>
<td>Exercise</td>
<td>$1,700,000.00</td>
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<tr>
<td><strong>Project H - Total</strong></td>
<td><strong>$4,801,339.00</strong></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>PROJECT H - Management &amp; Administration</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Management &amp; Administration</td>
<td>$100,000.00</td>
</tr>
<tr>
<td><strong>Project I - Total</strong></td>
<td><strong>$100,000.00</strong></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Total Training &amp; Exercise Program Allocation</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Total</strong></td>
<td><strong>$4,901,339.00</strong></td>
</tr>
</tbody>
</table>

- All requests for reimbursements must be submitted by January 31, 2017, unless an earlier deadline is set in this Appendix. ALAMEDA should submit reimbursement requests on a quarterly basis, as applicable.
- Authorized expenditures must fall into one of the following categories: Planning, Organization, Equipment, Training, or Exercises. Descriptions of authorized expenditures are in the following documents:
  - [FY 2015 Homeland Security Grant Program Notice of Funding Opportunity](http://www.fema.gov/media-library-data/1429291822887-7f203c9296fde8160b727475532c7796/FY2015HSGP_NOFO_v3.pdf)
  - Authorized Equipment List: [http://beta.fema.gov/authorized-equipment-list](http://beta.fema.gov/authorized-equipment-list)
• Cal OES Rules and Regulations, including the Recipient Handbook:

• *Any equipment purchased under this Agreement must match the UASI 2015 Grant Application Workbook. Any modification to the inventory list in that Workbook must receive prior written approval from the Bay Area UASI Program Manager.*

• *No Management and Administration expenses are allowed, unless expressly identified and authorized in this Appendix.*

• *Sustainability requirements may apply to some or all of the grant funded projects or programs authorized in this Appendix. See Agreement, ¶¶3.12.*

• *All EHP documentation must be submitted and approved prior to any expenditure of funds requiring EHP submission.*
Appendix B-- Grant Assurances

Name of Jurisdiction: COUNTY OF ALAMEDA
Name of Authorized Agent: Richard T. Lucia
Address: 1401 Lakeside Drive
City: Oakland State: CA Zip Code: 94612
Telephone Number: (510) 208-9836
Fax Number: (510) 272-3796
E-Mail Address: rlucia@acgov.org

As the duly authorized representative of ALAMEDA, I hereby certify that ALAMEDA has the legal authority to apply for Federal assistance and the institutional, managerial and financial capability (including funds sufficient to pay any non-Federal share of project cost) to ensure proper planning, management and completion of the project described in this application, within prescribed timelines.

I further acknowledge that ALAMEDA is responsible for reviewing and adhering to all requirements within the:

(a) Applicable Federal Regulations (see below);
(b) Federal Program Notice of Funding Opportunity (NOFO);
(c) California Supplement to the NOFO; and
(d) Federal and State Grant Program Guidelines.

Federal Regulations
Government cost principles, uniform administrative requirements and audit requirements for federal grant programs are housed in Title 2, Part 200 of the Code of Federal Regulations (CFR) and in updates issued by the Office of Management and Budget (OMB) on http://www.whitehouse.gov/omb/.

Significant state and federal grant award requirements (some of which appear in the documents listed above) are called out below. ALAMEDA hereby agrees to comply with the following:

1. Proof of Authority
ALAMEDA will obtain written authorization from the city council, governing board or authorized body in support of this project. This written authorization must specify that ALAMEDA and the city council, governing board or authorized body agree:

(a) To provide all matching funds required for said project and that any cash match will be appropriated as required.
(b) That any liability arising out of the performance of this agreement shall be the responsibility of ALAMEDA and the city council, governing board or authorized body.

FY 15 UASI – ALAMEDA B-1 November 1, 2015
Initials: _____
(c) That grant funds shall not be used to supplant expenditures controlled by the city council, governing board or authorized body.
(d) That the official executing this agreement is, in fact, authorized to do so.

This Proof of Authority must be maintained on file and readily available upon demand.

2. Period of Performance
ALAMEDA will initiate work after approval of the award and complete all work within the period of performance specified in the grant.

3. Lobbying and Political Activities
As required by Section 1352, Title 31 of the U.S. Code (U.S.C.), for persons entering into a contract, grant, loan or cooperative agreement from an agency or requests or receives from an agency a commitment providing for the United States to insure or guarantee a loan, ALAMEDA certifies 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 an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
(b) If any funds other 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 employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, “Disclosure Form to Report Lobbying”, in accordance with its instructions.
(c) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

ALAMEDA will also 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.

Finally, ALAMEDA 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 without the express written approval from the California Governor’s Office of Emergency Services (Cal OES) or the Federal awarding agency.

4. Debarment and Suspension
As required by Executive Orders (EO) 12549 and 12689, and 2 CFR §200.212 and codified in 2 CFR Part 180, Debarment and Suspension, ALAMEDA will provide protection against waste, fraud and abuse by debarring or suspending those persons deemed irresponsible in their dealings with the Federal government. ALAMEDA certifies that it and its principals:

FY 15 UASI – ALAMEDA B-2 November 1, 2015

Initials: _____
(a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;

(b) Have not within a three-year period preceding this application been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

(c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (2)(b) of this certification; and

(d) Have not within a three-year period preceding this application had one or more public transaction (Federal, State, or local) terminated for cause or default.

Where ALAMEDA is unable to certify to any of the statements in this certification, he or she shall attach an explanation to this application.

5. Non-Discrimination and Equal Employment Opportunity

ALAMEDA will comply with all Federal statutes relating to non-discrimination. These include, but are not limited to, the following:

(a) Title VI of the Civil Rights Act of 1964 (Public Law (P.L.) 88-352 and 42 U.S.C. §2000d et. seq.) which prohibits discrimination on the basis of race, color or national origin and requires that recipients of federal financial assistance take reasonable steps to provide meaningful access to persons with limited English proficiency (LEP) to their programs and services;

(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 sex;

(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) Americans with Disabilities Act (ADA) of 1990, which prohibits discrimination on the basis of disability, as well as all applicable regulations and guidelines issued pursuant to ADA (42 U.S.C. 12101, et seq.);

(e) Age Discrimination Act of 1975, as amended (42 U.S.C. §§6101-6107), which prohibits discrimination on the basis of age;

(f) Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended (P.L. 96-181), relating to nondiscrimination on the basis of Treatment or recovery from drug abuse;

(g) Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism;

(h) Sections 523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. §§290 dd-3 and 290 ee 3), as amended, relating to confidentiality of alcohol and drug abuse patient records;

(i) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §3601 et seq.), as amended, relating to nondiscrimination in the sale, rental or financing of housing;

(j) EO 11246, which prohibits federal contractors and federally assisted construction
contractors and subcontractors, who do over $10,000 in Government business in one year from discriminating in employment decisions on the basis of race, color, religion, sex, or national origin;
(k) EO 11375, which bans discrimination on the basis of sex in hiring and employment in both the United States federal workforce and on the part of government contractors;
(l) California Public Contract Code §10295.3, which addresses discrimination based on domestic partnerships;
(m) Any other nondiscrimination provisions in the specific statute(s) under which application for Federal assistance is being made; and
(n) The requirements of any other nondiscrimination statute(s) which may apply to the application.

In addition to the items listed in (a) through (n), ALAMEDA will comply with California’s Fair Employment and Housing Act (FEHA). FEHA prohibits harassment and discrimination in employment because of race, color, religion, sex, gender, gender identity, gender expression, sexual orientation, marital status, national origin, ancestry, mental and physical disability, medical condition, age, pregnancy, denial of medical and family care leave, or pregnancy disability leave (California Government Code sections 12940, 12945, 12945.2) and/or retaliation for protesting illegal discrimination related to one of these categories, or for reporting patient abuse in tax supported institutions.

6. Drug-Free Workplace
As required by the Drug-Free Workplace Act of 1988 (41 U.S.C. §701 et seq.), ALAMEDA certifies that it will or will continue to provide a drug-free workplace and a drug-free awareness program as outlined in the Act.

7. Environmental Standards
ALAMEDA will comply with State and Federal environmental standards which may be prescribed pursuant to the following, as applicable:
(a) California Environmental Quality Act (CEQA) (California Public Resources Code §§21000- 21177), to include coordination with the city or county planning agency;
(b) CEQA Guidelines (California Code of Regulations, Title 14, Division 6, Chapter 3, §§15000-15387);
(c) Federal Clean Water Act (CWA) (33 U.S.C. §1251 et seq.), which establishes the basic structure for regulating discharges of pollutants into the waters of the United States and regulating quality standards for surface waters.
(d) Institution of environmental quality control measures under the National Environmental Policy Act of 1969 (P.L. 91-190) and Executive Orders (EO) on the Environmental Justice Act (EO 12898) and Environmental Quality (EO 11514);
(e) Notification of Environmental Protection Agency (EPA) violating facilities pursuant to EO 11738;
(f) Protection of wetlands pursuant to EO 11990;
(g) Evaluation of flood hazards in floodplains in accordance with EO 11988;
(h) 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
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.);

Protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended (P.L. 93-523);

Protection of endangered species under the Endangered Species Act of 1973, as amended (P.L. 93-205);

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.

Finally, ALAMEDA shall not be: 1) in violation of any order or resolution promulgated by the State Air Resources Board or an air pollution district; 2) subject to a cease and desist order pursuant to §13301 of the California Water Code for violation of waste discharge requirements or discharge prohibitions; or 3) finally determined to be in violation of federal law relating to air or water pollution.

8. Audits

For subrecipients expending $750,000 or more in Federal grant funds annually, ALAMEDA will cause to be performed the required financial and compliance audits in accordance with the Single Audit Act Amendments of 1996 and Title 2 of the Code of Federal Regulations, Part 200, Subpart F Audit Requirements.

9. Access to Records

In accordance with 2 CFR §200.336, ALAMEDA will give the awarding agency, the Comptroller General of the United States and, if appropriate, the State, through any authorized representative, access to and the right to examine all records, books, papers, or documents related to the award. ALAMEDA will require any subrecipients, contractors, successors, transferees and assignees to acknowledge and agree to comply with this provision.

10. Conflict of Interest

ALAMEDA 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.

11. Financial Management

False Claims for Payment

ALAMEDA will comply with 31 U.S.C §3729 which sets forth that no subgrantee, recipient or subrecipient shall submit a false claim for payment, reimbursement or advance.

12. Reporting - Accountability

ALAMEDA agrees to comply with applicable provisions of the Federal Funding Accountability and Transparency Act (FFATA) (2 CFR Chapter 1, Part 170), specifically (a) the reporting of subawards obligating $25,000 or more in federal funds and (b) executive compensation data for first-tier subawards. This includes the provisions of FFATA, which includes requirements on executive compensation, and also requirements

FY 15 UASI – ALAMEDA

B-5

November 1, 2015

Initials: _____


13. Human Trafficking
ALAMEDA will comply with the requirements of Section 106(g) of the Trafficking Victims Protection Act (TVPA) of 2000, as amended (22 U.S.C. §7104) which prohibits grant award recipients or a subrecipient from (1) Engaging in severe forms of trafficking in persons during the period of time that the award is in effect (2) Procuring a commercial sex act during the period of time that the award is in effect or (3) Using forced labor in the performance of the award or subawards under the award.

14. Labor Standards
ALAMEDA will comply with the following federal labor standards:


(b) Comply with the Federal Fair Labor Standards Act (29 U.S.C. §201 et al.) as they apply to employees of institutes of higher learning (IHE), hospitals and other non-profit organizations.

15. Worker’s Compensation
ALAMEDA must comply with provisions which require every employer to be insured against liability for Worker’s Compensation before commencing performance of the work of this Agreement, as per California Labor Code §3700.

16. Property-Related
If applicable to the type of project funded by this Federal award, ALAMEDA will:

(a) Comply with the requirements of Titles II and III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (P.L. 91-646) which provide 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 interests in real property acquired for project purposes regardless of Federal participation in purchase.

(b) Comply with flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973 (P.L. 93-234) which requires subrecipients 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 or more.

(c) Assist the awarding agency in assuring compliance with Section 106 of the National Historic Preservation Act of 1966, as amended (16 U.S.C. §470), EO
11593 (identification and protection of historic properties), and the Archaeological and Historic Preservation Act of 1974 (16 U.S.C. §469a-1 et seq.).
(d) Comply with the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. §4831 and 24 CFR Part 35) which prohibits the use of lead-based paint in construction or rehabilitation of residence structures.

17. Certifications Applicable Only to Federally-Funded Construction Projects
For all construction projects, ALAMEDA will:

(a) Not dispose of, modify the use of, or change the terms of the real property title or other interest in the site and facilities without permission and instructions from the awarding agency. Will record the Federal awarding agency directives and will include a covenant in the title of real property acquired in whole or in part with Federal assistance funds to assure nondiscrimination during the useful life of the project.
(b) Comply with the requirements of the awarding agency with regard to the drafting, review and approval of construction plans and specifications.
(c) Provide and maintain competent and adequate engineering supervision at the construction site to ensure that the complete work conforms with the approved plans and specifications and will furnish progressive reports and such other information as may be required by the assistance awarding agency or State.

18. Freedom of Information Act
ALAMEDA acknowledges that all information submitted in the course of applying for funding under this program or provided in the course of an entity’s grant management activities which is under Federal control is subject to the Freedom of Information Act (FOIA), 5 U.S.C. §552. ALAMEDA should also consult its own State and local laws and regulations regarding the release of information, which should be considered when reporting sensitive matters in the grant application, needs assessment and strategic planning process.

19. California Public Records Act
ALAMEDA acknowledges that all information submitted in the course of applying for funding under this program or provided in the course of an entity’s grant management activities may be subject to the California Public Records Act (California Government Code §§6250-6276.48), which requires inspection and/or disclosure of governmental records to the public upon request, unless exempted by law.

HOMELAND SECURITY GRANT PROGRAM - PROGRAM SPECIFIC ASSURANCES / CERTIFICATIONS

20. Personally Identifiable Information
Subrecipients collecting Personally Identifiable Information (PII) must have a publically-available policy that describes what PII they collect, how they plan to use the PII, whether they share PII with third parties, and how individuals may have their PII corrected where appropriate.
21. Disposition of Equipment

When original or replacement equipment acquired under this award is no longer needed for the original project or program or for other activities currently or previously supported by the Department of Homeland Security/Federal Emergency Management Agency, subrecipients must request instructions from Cal OES on proper disposition of equipment.

22. Reporting Accusations and Findings of Discrimination

If, during the past three years, the subrecipient has been accused of discrimination on the grounds of race, color, national origin (including limited English proficiency), sex, age, disability, religion, or familial status, the subrecipient must provide a list of all such proceedings, pending or completed, including outcome and copies of settlement agreements to Cal OES for reporting to the DHS awarding office and the DHS Office of Civil Rights and Civil Liberties.

If any court or administrative agency makes a finding of discrimination on grounds of race, color, national origin (including limited English proficiency), sex, age, disability, religion or familial status against the subrecipient, or the subrecipient settles a case or matter alleging such discrimination, subrecipients must forward a copy of the complaint and findings to Cal OES for forwarding to the DHS Component and/or awarding office.

The United States has the right to seek judicial enforcement of these obligations.

23. Acknowledgement of Federal Funding from DHS and Use of DHS Seal, Logo and Flags

All subrecipients must acknowledge their use of federal funding when issuing statements, press releases, requests for proposal, bid invitations, and other documents describing projects or programs funded in whole or in part with federal funds.

All subrecipients must obtain DHS’s approval prior to using DHS seal(s), Logos, crests or reproductions of DHS agency officials, including use of the United States Coast Guard seal, logo, crests or reproductions of flags or likenesses of Coast Guard officials.

24. Copyright

All subrecipients must affix the applicable copyright notices of 17 U.S.C. §§401 or 402 and an acknowledgement of Government sponsorship (including award number) to any work first produced under Federal financial assistance awards, unless the work includes any information that is otherwise controlled by the Government (e.g., classified information or other information subject to national security or export control laws or regulations).

25. Energy Policy and Conservation Act

All subrecipients must comply with the requirements of 42 U.S.C. §6201 which contain policies relating to energy efficiency that are defined in the state energy conservation plan issues in compliance with this Act.


All subrecipients must ensure that all conference, meeting, convention, or training space funded in whole or in part with Federal funds complies with Section 6 of the fire prevention and control guidelines of the Federal Fire Prevention and Control Act of 1974, 15 U.S.C. §2225a.
27. Terrorist Financing E.O. 13224

All subrecipients must comply with U.S. Executive Order 13224 and U.S. law that prohibit transactions with, and the provisions of resources and support to, individuals and organizations associated with terrorism. It is the legal responsibility of subrecipients to ensure compliance with the E.O. and laws.

28. USA Patriot Act of 2001

All subrecipients must comply with the requirements of the Uniting and Strengthening America by Providing Appropriate Tools Required to Intercept and Obstruct Terrorism Act (USA Patriot Act), which amends 18 U.S.C. §§175-175c.

IMPORTANT

The purpose of the assurance is to obtain federal and state financial assistance, including any and all federal and state grants, loans, reimbursement, contracts, etc. ALAMEDA recognizes and agrees that state financial assistance will be extended based on the representations made in this assurance. This assurance is binding on ALAMEDA, its successors, transferees, assignees, etc. Failure to comply with any of the above assurances may result in suspension, termination, or reduction of grant funds.

All appropriate documentation, as outlined above, must be maintained on file by ALAMEDA and available for Cal OES or public scrutiny upon request. Failure to comply with these requirements may result in suspension of payments under the grant or termination of the grant or both and the subrecipient may be ineligible for award of any future grants if the Cal OES determines that any of the following has occurred: (1) the recipient has made false certification, or (2) violates the certification by failing to carry out the requirements as noted above.

All of the language contained within this document must be included in the award documents for all subawards at all tiers, including contracts under grants and cooperative agreements and subcontracts.

The undersigned represents that he/she is authorized by ALAMEDA to enter into this agreement for and on behalf of ALAMEDA.

Signature of Authorized Agent: ______________________________________________________

Printed Name of Authorized Agent: __________________________________________________

Title: __________________________________________ Date: _______________________________
Appendix C -- Form of Reimbursement Request

REIMBURSEMENT REQUEST

__________, 2015

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

Re: FY 15 UASI Grant Reimbursement Request

Pursuant to Section 3.10 of the “Agreement between the City and County of San Francisco and the County of ALAMEDA for the Distribution of FY 2015 UASI Grant Funds” (the "Agreement"), dated NOVEMBER 1, 2015, between the County of ALAMEDA ("ALAMEDA") and the City and County of San Francisco, ALAMEDA hereby requests reimbursement as follows:

Total Amount of
Reimbursement Requested in this Request: $______________

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

Total of All Funds Disbursed Prior to this Request: $______________

ALAMEDA certifies that:

(a) The total amount of funds requested pursuant to this Reimbursement Request will be used to reimburse ALAMEDA for Authorized Expenditures, which expenditures are set forth on the attached Schedule 1, to which are attached true and correct copies of all required documentation of such expenditures.

(b) After giving effect to the disbursement requested pursuant to this Reimbursement Request, the Funds disbursed as of the date of this disbursement will not exceed the maximum amount set forth in Section 3.2 of the Agreement, or the not to exceed amounts specified in Appendix A for specific projects and programs.
(c) The representations, warranties and certifications made in the Agreement are true and correct in all material respects as if made on the date hereof, and ALAMEDA is in compliance with all Grant Assurances in Appendix B of the Agreement. Furthermore, by signing this report, ALAMEDA certifies to the best of their knowledge and belief that the report is true, complete and accurate and expenditures, disbursements, and cash receipts are for the purpose and objectives set forth in the terms and conditions of the federal award. ALAMEDA is aware that any false, fictitious or fraudulent information or the omission of any material fact, may subject ALAMEDA to criminal civil or administrative penalties for fraud, false statements, false claims or otherwise.

(d) No Event of Default has occurred and is continuing.

(e) The undersigned is an officer of ALAMEDA authorized to execute this Reimbursement Request on behalf of ALAMEDA.

Signature of Authorized Agent: ________________________________

Printed Name of Authorized Agent: ______________________________

Title: ______________________________ Date: ____________________
SCHEDULE 1 TO REQUEST FOR REIMBURSEMENT
The following is an itemized list of Authorized Expenditures for which reimbursement is requested:

<table>
<thead>
<tr>
<th>Project</th>
<th>Payee</th>
<th>Amount</th>
<th>Description</th>
<th>If final claim for project, check box</th>
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The following are attached as part of this Schedule 1 (Please check items that are applicable):

**Planning:**
- Invoice/Payroll Charges
- Payroll Register
- Cleared Check Payment
- Job Description
- Functional Timesheets
- Deliverables/Progress Reports

**Organization:**
- Invoice/Payroll Charges
- Payroll Register
- Cleared Check Payment
- Job Description
- Functional Timesheets
- Deliverables/Progress Reports

**Equipment:**
- Invoice
- Cleared Check Payment
- Purchase Order
- Packing Slip
- EHP Approval
- EOC Approval
- Watercraft or Aviation
- Sole Source
- Performance Bond
- Equipment Ledger (Please submit electronic copy to Grants Specialist)

**Training:**
- Invoice
- Cleared Check Payment
- Training Feedback Number
- EHP Approval
- Certificates/Proof of Participation
- Sign In Sheet
- Agenda

**Exercise:**
- Invoice
- Cleared Check Payment
- After Action Report
- EHP Approval
- Overtime Authorization

For inquiries/questions, please contact:

__________________________________________ Phone #: ________________________ Email: ________________________

Print Name

FY 15 UASI – ALAMEDA C-3 November 1, 2015