



Council Meeting: September 14, 2010

SUBJECT: Approval of Budget Modification No. 5 to Appropriate \$59,500 in Urban Area Security Initiative and AT&T Grant Funds

GRANT SUMMARY

In July 2010, the Department of Public Safety (DPS) received notification of the award of \$59,500 in grant funds to install a permanent backup generator for the City's communications tower located at the Corporation Yard, 221 Commercial Road and to provide training on public safety communications systems interoperability. In August 2010, the City Manager accepted the grants.

GRANTING AGENCY

Installation of the backup generator will be financed by two grants — \$30,000 will be from a federal Urban Areas Security Initiative (UASI) grant and \$25,000 will be from a private grant from AT&T.

The training component will be financed by a federal UASI grant totaling \$4,500. The same Memorandum of Understanding (MOU) governs this grant and the \$30,000 for the backup generator. [Attachment A]

EXISTING POLICY

Council Policy 7.1.5 Donations, Contributions and Sponsorships:

The City Manager may apply for grants of any dollar amount, but shall notify the Council when grants are being pursued. Council approval of a budget modification to appropriate grant monies is required before funds can be expended by staff. Such a budget modification shall include the use to which the grant would be placed; the objectives or goals of the City which will be achieved through use of the grant; the local match required, if any, plus the source of the local match; any increased cost to be locally funded upon termination of the grant; and the ability of the City to administer the grant.

City policies relevant to use of these grant monies include:

- Policy 4.1D.2: Provide effective and efficient management of Public Safety resources in order to meet the needs of: The community, the internal organization, and those mandated by regional, State, and Federal agencies.
- Action Statement 4.1D.2b: Develop proposals and apply for appropriate governmental grants.

DISCUSSION

The Administration Division in DPS will be responsible for managing these grants. The Department of Finance has confirmed that the City has available resources to administer the grants.

The communications tower located at the Corporation Yard is an integral component of the City's computer-aided dispatch (CAD) and communications infrastructure. As such, a continuous flow of electricity is required. As part of DPS' on-going evaluation of its systems, the need for a permanent backup electricity source was identified. DPS then worked with UASI and with AT&T to secure funding. Simultaneously, key divisions within the City cooperated to move the project forward quickly so that the October 30, 2010 deadline for using the UASI funding can be met. Key divisions include Purchasing, Budget, Facilities Services, and Fleet Services. The resulting cooperative effort provides adequate funding for a diesel fuel-powered generator that will be used as a backup electricity source for the City's CAD and communications systems. The generator will be placed permanently on-site at the Corporation Yard. The design and build portion of the project will be managed by Facilities Services. Procurement services will be facilitated by the Purchasing Division. Upon installation, the generator will be maintained by Fleet Services and placed on the City's replacement schedule. The generator's expected life is 15 to 20 years.

The communications systems interoperability training is designed to provide a specialized forum for enhancing regional cooperation between jurisdictions. The public safety sector faces on-going challenges to sharing real-time information (outstanding warrants, open cases, etc). Three DPS officers were invited to participate in this national forum. All associated costs for travel, per diem, and lodging are covered by the federal UASI grant.

FISCAL IMPACT

Required Local Match

NONE

Increased Cost To City Upon Grant Termination

The generator will be placed on the City's replacement schedule with an expected useful life of 15 to 20 years. Fleet Services, which manages the replacement of the City's generators, will assume responsibility for maintenance and replacement. The Information Technology Department (ITD) will continue to manage the communications tower as one of the City's assets and as such will administer the lease agreements governing third-party rent of the tower.

Purchasing this generator will require that an additional \$3,000 in internal services charges be collected annually from the Department of Public Safety. It is anticipated that this increase will be offset by negotiating an increase in the tower's lease agreement, which is expected to occur in FY 2010/2011.

The \$4,500 for the interoperability training is a one-time grant and will not cause any increase in costs upon termination of the grant.

Budget Modification No. 5 has been prepared to appropriate \$59,500 in grant revenues to two new special projects — to purchase and install a backup generator for the communications tower at the Corporation Yard and to finance training for public safety communications systems interoperability.

**Budget Modification No. 5
 FY 2010/2011**

	Current	Increase/ (Decrease)	Revised
General Fund			
<u>Revenues</u>			
1027 — Misc. State Grants/Reimbursements	\$0	\$34,500	\$34,500
1216 — Misc. Private Grants/Donations	\$0	\$25,000	\$25,000
<u>Expenditures</u>			
New Project — Backup Generator for Communications Tower at Corporation Yard	\$0	\$55,000	\$55,000
New Project — Public Safety Communications Systems Interoperability	\$0	\$ 4,500	\$ 4,500

PUBLIC CONTACT

Public contact was made by posting the Council agenda on the City's official-notice bulletin board outside City Hall, at the Sunnyvale Senior Center, Community Center, and Department of Public Safety; and by making the agenda and report available at the Sunnyvale Public Library, the Office of the City Clerk, and on the City's Web site.

ALTERNATIVES

1. Approve Budget Modification No. 5 to appropriate federal UASI grant monies (\$34,500) and private grant monies from AT&T (\$25,000) for a total of \$59,500.
2. Do not approve Budget Modification No. 5 to appropriate federal UASI grant monies (\$34,500) and private grant monies from AT&T (\$25,000) for a total of \$59,500.

RECOMMENDATION

Staff recommends Alternative #1: Approve Budget Modification No. 5 to appropriate federal UASI grant monies (\$34,500) and private grant monies from AT&T (\$25,000) for a total of \$59,500.

Reviewed by:

Don Johnson, Chief of Public Safety
Prepared by: Ann Durkes, Manager

Reviewed by:

Grace Leung, Acting Director of Finance

Approved by:

Gary M. Luebbbers
City Manager

Attachments:

- A. Agreement between the City and County of San Francisco and the City of Sunnyvale for the Distribution of FY 2008 UASI Regional Funds
- B. Grant Programs Directorate Homeland Security Environmental and historic Preservation Screening Form for 10GE-00-GENR City of Sunnyvale Generator at Corporation Yard
- C. Pledge of Funds Documentation from AT&T

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

THIS AGREEMENT is made this JULY 1, 2010, in the City and County of San Francisco, State of California, by and between the CITY OF SUNNYVALE ("Sunnyvale") and the CITY AND COUNTY OF SAN FRANCISCO, a municipal corporation ("San Francisco" or "City"), in its capacity as fiscal agent for the UASI Approval Authority, as defined below, acting by and through San Francisco's 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 distribution of federal Urban Areas Security Initiative ("UASI") Program grant funds; and

WHEREAS, The Bay Area UASI Region 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 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 Governor's Office of Homeland Security ("OHS") 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 distribution decisions by the Approval Authority, the UASI Management Team has asked San Francisco to distribute a portion of the regional UASI grant funds to SUNNYVALE 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 there under) 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 SUNNYVALE under this Agreement.

(f) **"Grant Plan"** shall mean the plans, performances, events, exhibitions, acquisitions or other activities or matter described in Appendix A, any budget attached hereto as part of Appendix A, and the Grant Assurances included in Appendix B.

(g) **"Indemnified Parties"** shall mean: (i) San Francisco, including DEM and all commissions, departments, 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 3.9(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 to, 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," "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, 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 or instruction shall mean that statute, regulation, executive order, requirement, policy, guide, guideline 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 OHS UASI requirements, guidelines and instructions, decisionmaking of the OHS and the Approval Authority, and to the extent applicable 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. SUNNYVALE acknowledges that grant decisions are subject to the discretion of the OHS and Approval Authority. SUNNYVALE assumes all risk of possible non-allocation of funds, and such assumption is part of the consideration for this Agreement.

2.2 **Certification of Controller; Guaranteed Maximum Costs.** No funds shall be available under this Agreement until 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 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 are not authorized to request SUNNYVALE to perform services or to provide materials, equipment and supplies that would result in SUNNYVALE 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 SUNNYVALE for services, materials, equipment or supplies that are provided by SUNNYVALE 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 are not authorized to offer or promise to SUNNYVALE 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 **JULY 1, 2010** and shall end at 11:59 p.m. San Francisco time on **DECEMBER 30, 2010.**

3.2 **Maximum Amount of Funds.** In no event shall the amount of Grant Funds disbursed hereunder exceed **THIRTY THOUSAND DOLLARS (\$30,000).**

3.3 **Use of Funds.** SUNNYVALE shall use the Grant Funds received under this Agreement for the purposes and in the amounts set forth in Appendix A only, and for no other purpose. SUNNYVALE shall expend the Grant Funds in accordance with the Budget, if any, and shall obtain the prior written approval of the UASI Management Team before transferring expenditures from one line item to another within any Budget.

3.4 **Grant Assurances: Cooperation with Monitoring.** SUNNYVALE shall comply with all Grant Assurances included in Appendix B, attached hereto and incorporated by reference as though fully set forth herein. SUNNYVALE 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 shall cooperate in good faith with San Francisco and the UASI Management Team in any evaluation, planning or monitoring activities conducted or authorized by San Francisco or the UASI Management Team.

3.5 **Record-Keeping.** SUNNYVALE shall establish and maintain administrative, programmatic and fiscal management records in accordance with federal and state requirements, and:

(a) Maintain financial management systems that support grant activities in accordance with federal and state requirements, including but not limited to requirements in 28 Code of Federal Regulations ("C.F.R.") Part 66.20, and the Office of Justice Programs Financial and Administrative Guide for Grants, Part II, Chapter 3.

(b) Maintain an equipment tracking system that complies with federal and state requirements, including but not limited to requirements in 28 C.F.R. Parts 66.32 and 66.33, and the Office of Justice Programs Financial and Administrative Guide for Grants, Part III, Chapter 6.

(c) Retain records in accordance with federal and state requirements, including but not limited to requirements in the Office of Justice Programs Financial and Administrative Guide for Grants, Part III, Chapter 12.

3.6

Procurement Requirements. SUNNYVALE shall follow its own procurement requirements as long as those requirements comply with all applicable federal and state statutes, regulations, requirements, policies, guides, guidelines and instructions, including but not limited to requirements in the Office of Justice Programs Financial and Administrative Guide for Grants, Part III, Chapter 10.

3.7 **Certification Requirements.** SUNNYVALE shall ensure that any subgrantees or contractors with which SUNNYVALE enters any agreement comply with the certification requirements under 28 C.F.R. Part 67, *Government-wide Debarment and Suspension (Non-Procurement)*; 28 C.F.R. Part 69, *New Restrictions on Lobbying*; and 28 C.F.R. Part 83, *Government-wide Requirements for a Drug-Free Workplace (Grants)*. SUNNYVALE shall independently verify that any subgrantee, contractor or other entity receiving Grant Funds is not debarred or suspended by the federal government and maintain proof of this verification in their files.

3.8 **Monitoring Grant Performance.** City and the UASI Management Team are both authorized to perform periodic reviews of SUNNYVALE's grant performance, including on-site visits and verifications of grant activities. These reviews may include, but are not limited to:

- (a) Eligibility of expenditures;
- (b) Comparing actual grant activities to those approved by the Approval Authority and specified in Appendix A and/or the Budget;
- (c) Ensuring that any advances have been deposited in an interest bearing account and disbursed in accordance with applicable guidelines; and
- (d) Confirming compliance with: Grant Assurances; information provided on performance reports and payment requests; and needs and threat assessments and strategies.

SUNNYVALE is responsible for monitoring and auditing the grant activities of any of SUNNYVALE's subrecipients, including mandatory on-site verification visits.

3.9 **Disbursement Procedures.** San Francisco shall disburse Grant Funds to SUNNYVALE as follows:

(a) SUNNYVALE 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 SUNNYVALE 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 SUNNYVALE 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 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 SUNNYVALE submits a Reimbursement Request that is in all respects acceptable to the UASI Management Team and to City.

(e) For Reimbursement Requests approved by both the UASI Management Team and City, City shall disburse Grant Funds by check payable to SUNNYVALE, sent via U.S. mail in accordance with Article 9, unless City otherwise agrees in writing, in its sole discretion. City shall make disbursements of Grant Funds no more than once during each FISCAL QUARTER.

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

ARTICLE 4 REPORTING REQUIREMENTS; AUDITS

4.1 **Regular Reports.** SUNNYVALE 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.** SUNNYVALE 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; and (b) any change of circumstances that would cause any of the representations and warranties contained in Article 5 to be false or misleading at any time during the term of this Agreement.

4.3 **Books and Records.** SUNNYVALE 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 during the term of this Agreement. Without limiting the scope of the foregoing, SUNNYVALE 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. SUNNYVALE 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 five (5) years after final disbursement under this Agreement or until any final audit has been fully completed, whichever is later.

4.4 **Inspection and Audit.** SUNNYVALE 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 SUNNYVALE under Section 4.3. SUNNYVALE shall permit the UASI Management Team and City, and to 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 SUNNYVALE has the obligation to maintain such files, records, books, invoices, documents, payrolls and other data under this Article 4.

ARTICLE 5 REPRESENTATIONS AND WARRANTIES

SUNNYVALE 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 SUNNYVALE 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, SUNNYVALE certifies that SUNNYVALE is not suspended, debarred or otherwise excluded from participation in federal assistance programs. SUNNYVALE acknowledges that this certification of eligibility to receive federal funds is a material term of the Agreement.

5.3 **NIMS Compliance.** To be eligible to receive FY08 grant funds, SUNNYVALE must meet National Incident Management System ("NIMS") compliance requirements. SUNNYVALE is considered to be in full NIMS compliance if it has adopted and/or implemented the FY 2007 compliance activities, as determined by the National Incident Management System Capability Assessment Support Tool ("NIMSCAST") or other accepted means. By executing this Agreement, SUNNYVALE certifies that it is in full NIMS compliance. SUNNYVALE acknowledges that this certification is a material term of the Agreement.

ARTICLE 6 INDEMNIFICATION AND GENERAL LIABILITY

6.1 **Indemnification.** SUNNYVALE 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 SUNNYVALE's performance of this Agreement, including, but not limited to, the following: (a) a material breach of this Agreement by SUNNYVALE; (b) a material breach of any representation or warranty of SUNNYVALE contained in this Agreement; (c) any personal injury or death caused, directly or indirectly, by any act or omission of SUNNYVALE or its employees, subgrantees or agents; (d) any loss of or damage to property caused, directly or indirectly, by any act or omission of SUNNYVALE or its employees, subgrantees or agents; (e) the use, misuse or failure of any equipment or facility used by SUNNYVALE, or by any of its employees, subgrantees or agents, regardless of whether such equipment or facility is furnished, rented or loaned to SUNNYVALE by an Indemnified Party; (f) any tax, fee, assessment or other charge for which SUNNYVALE is responsible under Section 10.4; or (g) any infringement of patent rights, copyright, trade secret or any other proprietary right or

trademark of any person or entity in consequence of the use by any Indemnified Party of any goods or services furnished to such Indemnified Party in connection with this Agreement. The foregoing indemnity shall include, without limitation, reasonable fees of attorneys, consultants and experts and related costs and San Francisco's costs of investigating any claims against San Francisco.

6.2 **Duty to Defend; Notice of Loss.** SUNNYVALE 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 SUNNYVALE by the Indemnified Party and continues at all times thereafter. The Indemnified Party shall give SUNNYVALE prompt notice of any Loss under Section 6.1 and SUNNYVALE 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 SUNNYVALE if representation of such Indemnified Party by the counsel retained by SUNNYVALE would be inappropriate due to conflicts of interest between such Indemnified Party and SUNNYVALE. An Indemnified Party's failure to notify SUNNYVALE promptly of any Loss shall not relieve SUNNYVALE of any liability to such Indemnified Party pursuant to Section 6.1, unless such failure materially impairs SUNNYVALE's ability to defend such Loss. SUNNYVALE shall seek the Indemnified Party's prior written consent to settle or compromise any Loss if SUNNYVALE 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 SUNNYVALE'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 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.** SUNNYVALE fails to perform or breaches any provision or covenant of this Agreement to be performed or observed by SUNNYVALE 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.** SUNNYVALE fails to perform or breaches any of the terms or provisions of Article 12.

(d) **Voluntary Insolvency.** SUNNYVALE (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 SUNNYVALE or of any substantial part of SUNNYVALE's property or (v) takes action for the purpose of any of the foregoing.

(e) **Involuntary Insolvency.** Without consent by SUNNYVALE, 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 SUNNYVALE or with respect to any substantial part of SUNNYVALE'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 SUNNYVALE.

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 SUNNYVALE and, on the date specified in such notice, this Agreement shall terminate and all rights of SUNNYVALE hereunder shall be extinguished. In the event of such termination, City will pay SUNNYVALE 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 SUNNYVALE 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 SUNNYVALE 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 SUNNYVALE 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 SUNNYVALE written notice of termination. The notice shall specify the date on which termination shall become effective.

(b) Upon receipt of the notice, SUNNYVALE shall commence and perform, with diligence, all actions necessary on the part of SUNNYVALE to effect the termination of this Agreement on the date specified by City and to minimize the liability of SUNNYVALE 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, SUNNYVALE 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 SUNNYVALE 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 SUNNYVALE or any of its subcontractors 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 SUNNYVALE.** SUNNYVALE 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 SUNNYVALE hereunder without the prior written consent of City; provided, however, that any subcontracts specifically referenced in Appendix A shall not require the consent of City. This Agreement shall not, nor shall any interest herein, be assignable as to the interest of SUNNYVALE involuntarily or by operation of law without the prior written consent of City. A change of ownership or control of SUNNYVALE or a sale or

transfer of substantially all of the assets of SUNNYVALE 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 **SUNNYVALE Retains Responsibility.** SUNNYVALE shall in all events remain liable for the performance by any assignee, subgrantee or contractor of all of the covenants terms and conditions contained 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: Vicki Hennessy, Executive Director
Facsimile No.: (415) 558-3864

If to the UASI Management Team:

UASI Management Team 10
Lombard Street, Suite 410 San
Francisco, CA 94111
Attn: Teresa Serata, Director of Strategy and Compliance
Facsimile No.: (415) 705-8513

If to SUNNYVALE:

SUNNYVALE Department of Public Safety
700 All America Way
SUNNYVALE, CA 94086
Attn: Don Johnson, Chief of Public Safety
Facsimile No.: (408) 730-5713

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.

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 **SUNNYVALE to Pay All Taxes.** SUNNYVALE 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
- Appendix B, Grant Assurances
- Appendix C, Form of Funding Request

10.7 **Certified Resolution of Signatory Authority.** Upon request of San Francisco, SUNNYVALE 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 SUNNYVALE.

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 SUNNYVALE 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, SUNNYVALE 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 **Sustainability.** Consistent with the FY08 UASI grant guidelines, programs that contain continuing personnel and operating expenses, over and above planning and implementation, must commit to sustainment of the program once the Grant Funding ends. By executing this Agreement, SUNNYVALE acknowledges its responsibility to sustain continuing programs beyond the Grant Funding period, and that this sustainability requirement is a material term of the Agreement.

10.13 **Sustainability of Intelligence Gathering Activities.** Beginning with FY08, UASI Grant Funds used to hire new staff and/or contractor positions to serve as intelligence analysts will be allocated only for a total of two years. If SUNNYVALE participates in the Northern California Regional Intelligence Center (NCRIC), a funded program under the FY08 UASI Grant, or uses UASI Grant Funds for new intelligence analyst positions, SUNNYVALE shall be responsible for supporting its share of the sustainment costs for the NCRIC or the analysts after that initial two-year period from non-federal funding sources. By executing this Agreement, SUNNYVALE certifies that if it participates in the NCRIC or otherwise creates new intelligence analyst positions with grant funds, it shall sustain operational funds for NCRIC or the new positions after the initial two years from non-federal funds. SUNNYVALE acknowledges that this certification is a material term of the Agreement.

ARTICLE 11 INSURANCE

11.1 **Types and Amounts of Coverage.** Without in any way limiting SUNNYVALE's liability pursuant to the "Indemnification" section of this Agreement, SUNNYVALE must 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, SUNNYVALE hereby agrees to waive subrogation which any insurer of SUNNYVALE may acquire from SUNNYVALE by virtue of the payment of any loss. SUNNYVALE 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 SUNNYVALE, 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, SUNNYVALE 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, SUNNYVALE 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 SUNNYVALE 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, SUNNYVALE 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 SUNNYVALE as additional insureds.

11.11 **Authority to Self-Insure.** Nothing in this Agreement shall preclude SUNNYVALE from self-insuring all or part of the insurance requirement in this Article. However, SUNNYVALE 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, SUNNYVALE agrees not to discriminate against any employee, San Francisco employee working with SUNNYVALE or any subgrantee of SUNNYVALE, applicant for employment with SUNNYVALE or subgrantee of SUNNYVALE, 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, SUNNYVALE 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.

12.3 **Compliance with ADA.** SUNNYVALE 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. SUNNYVALE 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, SUNNYVALE 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. SUNNYVALE 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 SUNNYVALE from bidding on or receiving any new City contract for a period of two (2) years. The Controller will not consider SUNNYVALE's use of profit as a violation of this section.

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

CITY OF SUNNYVALE:

By:

By:

Vicki Hennessy
Executive Director

Gary M. Luebbers
City Manager

Federal Tax ID #: 94-6000438

Approved as to Form:
Dennis J. Herrera City Attorney

By: _____
Katharine Hobin Porter
Deputy City Attorney

Appendix A — Authorized Expenditures and Timelines

ENTITY: **SUNNYVALE**

Total allocation to be spent on the following solution

UASI Project Title	Solution Area	Program Description	Deliverable Dates	Amount
Project G Regional Catastrophic Planning and Response	Equipment	<p>Equipment purchase: Emergency Generator, for back -up power for the Broadband Interoperable Communications Equipment to be installed at the Corporation Yard, 701 Commercial Street, Sunnyvale. AEL #10GE-00-GENR</p> <p>Environmental and Historical Preservation requirements may apply.</p> <p>Equipment must be procured through a competitive process, unless it can be shown that the identified equipment can only be procured from a sole source, in which case a sole source approval must be obtained from UASI Management Team. Deadline for delivery and acceptance of equipment is 9/30/10.</p>	9/30/2010	Not to Exceed \$30,000
		TOTAL Allocation		Not to Exceed \$30,000

- **All requests for reimbursements must be submitted by November 30, 2010 unless an earlier deadline is set in this Appendix. Any requests submitted after November 30, 2010 will be denied.**
- **Authorized expenditures must fall into one of the following categories: Planning, Organization, Equipment, Training, or Exercises. Descriptions of authorized expenditures are in the following documents:**
 - *FY 2008 Homeland Security Grant Program, Guidance and Application Kit dated February 2008: http://www.ohs.ca.gov/pdf/fy08_hsgp_guide.pdf*

- California Supplement to Federal Program Guidance and Application Kit:
<http://www.ohs.ca.gov/pdf/FY%2008%20HSGP%20California%20Supplement%205-7-08.pdf>
- Authorized Equipment List: www.rkb.us
- Office of Justice Programs Financial and Administrative Guide for Grants:
<http://www.ojp.usdoj.gov/financialguide/>

Any equipment purchased under this Agreement must match the UASI 2008 Grant Application Workbook. Any modification to the inventory list in that Workbook must receive prior written approval from by the Bay Area UASI Program Manager.

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

Sustainability requirements may apply to some or all of the grant funded projects or programs authorized in this Appendix. See Agreement, ¶¶10.12, 10.13.

Appendix B-- Grant Assurances

Name of Jurisdiction: City of SUNNYVALE

Name of Authorized Agent: Gary Luebbers, City Manager

Address: City Hall, 456 West Olive Avenue

City: SUNNYVALE State: California Zip Code: 94088-3707

Telephone Number: (408) 730-7242

Fax Number: (408) 730-7699

E-Mail Address: gluebbers@ci.sunnyvale.ca.us

As the duly authorized representative of the SUNNYVALE, I certify that SUNNYVALE:

1. Has the legal authority to apply for federal assistance, and has the institutional, managerial and financial capability to ensure proper planning, management and completion of the grant provided by the federal Department of Homeland Security (DHS) and subgranted through the State of California, Governor's Office of Homeland Security (OHS).
2. Will assure that grant funds are only used for allowable, fair, and reasonable costs and will not transfer funds between programs (State Homeland Security Program, Urban Area Security Initiative, Citizen Corps Program, and Metropolitan Medical Response System).
3. Will give the federal government, the General Accounting Office, the Comptroller General of the United States, the State of California, through any authorized representative, access to and the right to examine all paper or electronic records, books, papers, or documents related to the award; and will establish a proper accounting system in accordance with generally accepted accounting standards or awarding agency directives.
4. Agrees that funds utilized to establish or enhance state and local fusion centers must support the development of a statewide fusion process that corresponds with the Global Justice/Homeland Security Advisory Council (HSAC) Fusion Center Guidelines and achievement of a baseline level of capability as defined by the Fusion Capability Planning Tool.
5. Will provide progress reports and such other information as may be required by the DHS, FEMA or OHS, including the Initial Strategy Implementation Plan (ISIP), within 45 (forty-five) days of the award, and update via a report in the Grant Reporting Tool (GRT) twice each year.
6. Will initiate and complete the work within the applicable time frame after receipt of approval from OHS.

7. Will comply with FEMA's codified regulation 44 Part 13, Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments, including Part 13.1 regarding the payment of interest earned on advances.
8. Will establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest, or personal gain for themselves or others, particularly those with whom they have family, business or other ties.
9. Agrees that to the extent contractors or subcontractors are utilized, grantees and subgrantees shall use small, minority, women-owned, or disadvantaged business concerns and contractors or subcontractors to the extent practicable.
10. Will comply with 2 C.F.R. § 215.25, and will notify OHS of any developments that have a significant impact on award-supported activities, including changes to key program staff.
11. Will comply, if applicable, with the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. §§ 4801 et seq.), which prohibits the use of lead-based paint in construction or rehabilitation of residence structures.
12. Understands and agrees that Federal funds will not be used, directly or indirectly, to support the enactment, repeal, modification or adoption of any law, regulation, or policy, at any level of government, without the express prior written approval from FEMA.
13. Will comply with all federal statutes relating to Civil Rights and Nondiscrimination. These include but are not limited to:
 - a. Title VI of the Civil Rights Act of 1964 (P.L. 88-352), as amended, which prohibits discrimination on the basis of race, color or national origin.
 - b. Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §§ 1681-1683 and 1685-1686), which prohibits discrimination on the basis of gender.
 - c. Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794), which prohibits discrimination on the basis of handicaps.
 - d. The Age Discrimination Act of 1975, as amended (42 U.S.C. §§ 6101-6107), which prohibits discrimination on the basis of age.
 - e. The Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255) as amended, relating to nondiscrimination on the basis of drug abuse.
 - f. The Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism;
 - g. §§ 523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. 290 dd-3 and 290 ee-3), as amended, relating to confidentiality of alcohol and drug abuse patient records.
 - h. Title VIII of the Civil Rights Act of 1968 (42 U.S.C. § 3601 et seq.), as amended, relating to nondiscrimination in the sale, rental or financing of housing.
 - i. Title 28 C.F.R. Part 42, Subparts C, D, E and G.
 - j. Title 28 C.F.R. Part 35.
 - k. Any other nondiscrimination provisions in the specific statute(s) under which application for federal assistance is being made.
 - l. Title 44 C.F.R. Parts 7, 16, and 19 relating to nondiscrimination.

- m. The requirements on any other nondiscrimination statute(s) that may apply to the application.
14. Will, in the event a Federal or State court or Federal or State administrative agency makes a finding of discrimination after a due process hearing on the grounds or race, color, religion, national origin, gender, or disability against a recipient of funds, forward a copy of the finding to the Office of Civil Rights, Office of Justice Programs.
 15. Will provide an Equal Employment Opportunity Plan, if applicable, to the Department of Justice Office of Civil Rights within 60 days of grant award.
 16. Will comply, and assure the compliance of all its subgrantees and contractors, with the nondiscrimination requirements of the Omnibus Crime Control and Safe Streets Act of 1968, as amended, 42 U.S.C. 3789(d), or the Juvenile Justice and Delinquency Prevention Act, or the Victims of Crime Act, as appropriate; and the provision of the current edition of the Office of Justice Programs Financial and Administrative Guide for Grants, M7100.1.
 17. Will comply, or has already complied, with the requirements of Titles II and III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (42 U.S.C. § 4601 et seq. (P.L. 91-646), which provides for fair and equitable treatment of persons displaced or whose property is acquired as a result of federal or federally assisted programs. These requirements apply to all interested in real property acquired for project purposes regardless of federal participation in purchases. Will also comply with Title 44 C.F.R. Part 25, Uniform Relocation Assistance and Real Property Acquisition for Federal and federally-assisted programs.
 18. Will comply, if applicable, with the flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973 (P.L. 93-234), which requires recipients in a special flood hazard area to participate in the program and to purchase flood insurance if the total cost of insurable construction and acquisition is \$10,000 (ten thousand dollars) or more.
 19. Will comply with all applicable Federal, State, and local environmental and historical preservation (EHP) requirements. Failure to meet Federal, State, and local EHP requirements and obtain applicable permits may jeopardize Federal funding. Will comply with all conditions placed on any project as the result of the EHP review; any change to the scope of work of a project will require re-evaluation of compliance with these EHP requirements.
 20. Agrees not to undertake any project having the potential to impact the EHP resources without the prior written approval of FEMA/OHS, including but not limited to communications towers, physical security enhancements, new construction and modifications to buildings that are 50 (fifty) years old or more. Any construction related activities initiated prior to full environmental and historic preservation (EHP) review will result in a non-compliance finding. If ground disturbing activities occur during the project implementation, the recipient must ensure monitoring of the ground disturbance and if any potential archeological resources are discovered, the recipient will immediately cease activity in that area and notify OHS/FEMA and the appropriate State Historic Preservation Office.

21. Will ensure that the facilities under its ownership, lease or supervision which shall be utilized in the accomplishment of this project are not listed in the Environmental Protection Agency's (EPA) list of Violating Facilities, and will notify OHS and the Federal Grantor agency of the receipt of any communication from the Director of the EPA Office of Federal Activities indicating that a facility to be used in the project is under consideration for listing by the EPA.
22. Will provide any information requested by FEMA/OHS to insure compliance with applicable laws including the following:
 - a. Institution of environmental quality control measures under the National Environmental Policy Act, National Historical Preservation Act, Archaeological and Historic Preservation Act, Endangered Species Act, and Executive Orders on Floodplains (EO11988), Wetlands (11990) and Environmental Justice (12898) and Environmental Quality (EO11514).
 - b. Title 44 C.F.R. Parts 9 and 10, referencing floodplain management and environmental considerations.
 - c. Notification of violating facilities pursuant to E.O. 11738.
 - d. Assurance of project consistency with the approved state management program developed under the Coastal Zone Management Act of 1972 (16 U.S.C. §§ 1451 et seq.).
 - e. Conformity of federal actions to State (Clean Air) Implementation Plans under Section 176(c) of the Clean Air Act of 1955, as amended (42 U.S.C. § 7401 et seq.).
 - f. Protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended, (P.L. 93-523).
 - g. California Environmental Quality Act (CEQA), California Public Resources Code §§ 21080-21098, and Title 14 C.C.R. Chapter 3 §§ 15000-15007.
 - h. Wild and Scenic Rivers Act of 1968 (16 U.S.C. §§ 1271 et seq.) related to protecting components or potential components of the national wild and scenic rivers system.
 - i. Applicable provisions of the Coastal Barrier Resources Act (P.L. 97-348) dated October 19, 1982 (16 U.S.C. 3501 et seq.) which prohibits the expenditure of most new Federal funds within the units of the Coastal Barrier Resources System.
 - j. Will comply with all conditions placed on any project as the result of the EHP review; any change to the scope of work of a project will require re-evaluation of compliance with these EHP requirements.
 - k. Agrees not to undertake any project having the potential to impact the EHP resources without the prior written approval of FEMA/OHS, including but not limited to communications towers, physical security enhancements, new construction and modifications to buildings that are 50 (fifty) years old or more.
23. Will comply with Standardized Emergency Management System (SEMS) requirements as stated in the California Emergency Services Act, Government Code, Chapter 7 of Division 1 of Title 2, § 8607.1(e) and Title 19 C.C.R. §§ 2445, 2446, 2447 and 2448.
24. Agrees that all publications created or published with funding under this grant shall prominently contain the following statement: *"This document was prepared under a grant from FEMA's Grant Programs Directorate, U.S. Department of Homeland Security. points of view or opinions expressed in this document are those of the authors and do not necessarily represent the official position or policies of FEMA's Grant Programs Directorate or the U.S. Department of Homeland Security."* The recipient also agrees that,

when practicable, any equipment purchased with grant funding shall be prominently marked as follows: "*Purchased with funds provided by the U.S. Department of Homeland Security.*"

25. Has requested through the State of California, federal financial assistance to be used to perform eligible work approved in the submitted application for federal assistance and after the receipt of federal financial assistance, through the State of California, agree to the following:
 - a. Promptly return to the State of California all the funds received which exceed the approved, actual expenditures as accepted by the federal or state government.
 - b. In the event the approved amount of the grant is reduced, the reimbursement applicable to the amount of the reduction will be promptly refunded to the State of California.
 - c. Separately account for interest earned on grant funds, and will return all interest earned, in excess of \$100 per federal fiscal year.
26. Will comply with the Intergovernmental Personnel Act of 1970 (42 U.S.C. §§ 4728-4763) relating to prescribed standards for merit systems for programs funded under one of the nineteen statutes or regulations specified in Appendix A of OPM's Standards for a Merit System of Personnel Administration (5 C.F.R. 900, Subpart F).
27. Will comply with provisions of the Hatch Act (5 U.S.C. §§ 1501-1508 and 7324-7328), which limit the political activities of employees whose principal employment activities are funded in whole or in part with federal funds.
28. Will comply, if applicable, with P.L. 93-348 regarding the protection of human subjects involved in research, development, and related activities supported by this award of assistance.
29. Will comply, if applicable, with the Laboratory Animal Welfare Act of 1966 (P. L. 89-544, as amended, 7 U.S.C. § 2131 et seq.) pertaining to the care, handling, and treatment of warm blooded animals held for research, teaching, or other activities supported by this award of assistance.
30. Will comply with the minimum wage and maximum hour provisions of the Federal Fair Labor Standards Act (29 U.S.C. § 201), as they apply to employees of institutions of higher education, hospitals, and other non-profit organizations.
31. Will comply, as applicable, with the provisions of the Davis-Bacon Act (40 U.S.C. §§ 276a to 276a-7), the Copeland Act (40 U.S.C. § 276c and 18 U.S.C. § 874), and the Contract Work Hours and Safety Standards Act (40 U.S.C. §§ 327-333), regarding labor standards for federally assisted construction subagreements.
32. Agrees that:
 - a. No federal appropriated funds have been paid or will be paid, by or on behalf of SUNNYVALE, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the making of any federal grant, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal grant or cooperative agreement.

- b. If any other funds than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or an employee of Congress, or employee of a Member of Congress in connection with the federal grant or cooperative agreement, SUNNYVALE shall complete and submit Standard Form LLL, "Disclosure of Lobbying Activities," in accordance with its instructions.
 - c. SUNNYVALE shall require that the language of this certification be included in the award documents for all subawards at all tiers including subgrants, contracts under grants and cooperative agreements, and subcontract(s) and that all subrecipients shall certify and disclose accordingly.
 - d. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. §1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.
33. Agrees that equipment acquired or obtained with grant funds:
- a. Will be made available pursuant to applicable terms of the California Disaster and Civil Defense Master Mutual Aid Agreement in consultation with representatives of the various fire, emergency medical, hazardous materials response services, and law enforcement agencies within the jurisdiction of the applicant, and deployed with personnel trained in the use of such equipment in a manner consistent with the California Law Enforcement Mutual Aid Plan or the California Fire Services and Rescue Mutual Aid Plan.
 - b. Is consistent with needs as identified in the State Homeland Security Strategy and will be deployed in conformance with that Strategy.
34. Agrees that funds awarded under this grant will be used to supplement existing funds for program activities, and will not supplant (replace) non-federal funds.
35. Will comply with all applicable Federal statutes, regulations, policies, guidelines and requirements, including OMB Circulars A-21, A-87, A102, A-110, A-122, and A-133, E.O. 12372 and the current Administrative Requirements, Cost Principles, and Audit Requirements. Will also comply with Title 28 C.F.R. Parts 66 and 70, that govern the application, acceptance and use of Federal funds for federally assisted projects.
36. Will comply with provisions of 28 C.F.R. applicable to grants and cooperative agreements, Including:
- a. Part 18, Administrative Review Procedures.
 - b. Part 20, Criminal Justice Information Systems.
 - c. Part 22, Confidentiality of Identifiable Research and Statistical Information.
 - d. Part 23, Criminal Intelligence Systems Operating Policies.
 - e. Part 30, Intergovernmental Review of Department of Justice Programs and Activities.
 - f. Part 35, Nondiscrimination on the Basis of Disability in State and Local Government Services.
 - g. Part 38, Equal Treatment of Faith-based Organizations.
 - h. Part 63, Floodplain Management and Wetland Protection Procedures.
 - i. Part 42, Nondiscrimination/Equal Employment Opportunities Policies and Procedures.
 - j. Part 61, Procedures for Implementing the National Environmental Policy Act.

- k. Part 64, Floodplain Management and Wetland Protection Procedures; and Federal laws or regulations applicable to Federal Assistance Programs.
 - l. Part 66, Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments.
 - m. Part 67, Government-Wide Debarment and Suspension (Non-Procurement).
 - n. Part 69, New Restrictions on Lobbying.
 - o. Part 70, Uniform Administrative Requirements for Grants and Cooperative Agreements (including sub-awards) with Institutions of Higher Learning, Hospitals and other Non-Profit Organizations.
 - p. Part 83, Government-Wide Requirements for a Drug Free Workplace (grants).
37. Will comply with Subtitle A, Title II of the Americans with Disabilities Act (ADA) of 1990.
 38. Agrees to cooperate with any assessments, national evaluation efforts, or information or data collection requests, including, but not limited to, the provision of any information required for the assessment or evaluation of any activities within this agreement.
 39. Will maintain procedures to minimize the time elapsing between the award of funds and the disbursement of funds.
 40. Will comply with the financial and administrative requirements set forth in the current edition of the Office of Justice Programs (OJP) Financial Guide and the current US Department of Homeland Security (DHS) Financial Management Guide.
 41. Agrees that all allocations and use of funds under this grant will be in accordance with the federal FY 2008 Homeland Security Grant Program Guidance and Application Kit, and the California Supplement to the FY 2008 Homeland Security Grant Program Guidance and Application Kit. All allocations and use of funds under this grant will be in accordance with the Allocations, and use of grant funding must support the goals and objectives included in the State and/or Urban Area Homeland Security Strategies as well as the investments identified in the Investment Justifications which were submitted as part of the California FY2008 Homeland Security Grant Program application. Further, use of FY08 funds is limited to those investments included in the California FY08 Investment Justifications submitted to DHS/FEMA and evaluated through the peer review process.
 42. Acknowledges that FEMA reserves a royalty-free, non exclusive, and irrevocable license to reproduce, publish, or otherwise use, and authorize others to use, for Federal government purposes: (a) the copyright in any work developed under an award or sub-award; and (b) any rights of copyright to which a recipient or sub-recipient purchases ownership with Federal support. The recipient agrees to consult with GPD regarding the allocation of any patent rights that arise from, or are purchased with, this funding.
 43. Will not make any award or permit any award (subgrant or contract) to any party which is debarred or suspended or is otherwise excluded from or ineligible for participation in Federal assistance programs under Executive Orders 12549 and 12689, "Debarment and Suspension."
 44. As required by Executive Order 12549, Debarment and Suspension, and implemented at 28 C.F.R. Part 67, for prospective participants in primary covered transactions, as defined at 28 C.F.R. Part 67 § 67.510.

- a. SUNNYVALE certifies that it and its principals:
 - (i) Are not presently debarred, suspended, proposed for debarment, declared ineligible, sentenced to a denial of Federal benefits by a State or Federal court, or voluntarily excluded from covered transactions by any Federal department or agency.
 - (ii) Have not within a three-year period preceding this application been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property.
 - (iii) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and (d) Have not within a three-year period preceding this application had one or more public transactions (Federal, State, or local) terminated for cause or default; and
 - b. Where SUNNYVALE is unable to certify to any of the statements in this certification, it shall attach an explanation to this application.
45. Agrees to comply with the Drug-Free Workplace Act of 1988, and implemented at 28 C.F.R. Part 67, Subpart F, for grantees, as defined at 28 C.F.R. Part 67 §§ 67.615 and 67.620 and certifies that it will or will continue to provide a drug-free workplace by:
- (a) Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in SUNNYVALE's workplace and specifying the actions that will be taken against employees for violation of such prohibition.
 - (b) Establishing an on-going drug-free awareness program to inform employees about:
 - (1) The dangers of drug abuse in the workplace.
 - (2) SUNNYVALE's policy of maintaining a drug-free workplace.
 - (3) Any available drug counseling, rehabilitation, and employee assistance programs; and
 - (4) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace.
 - (c) Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph (a).
 - (d) Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the grant, the employee will:
 - (1) Abide by the terms of the statement; and
 - (2) Notify SUNNYVALE in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction.
 - (e) Notifying the agency, in writing, within 10 calendar days after receiving notice under subparagraph (d)(2) from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to:

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

Notice shall include the identification number(s) of each affected grant.

- (f) Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph (d)(2), with respect to any employee who is so convicted.
 - (1) Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or
 - (2) Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency.
- (g) Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (a), (b), (c), (d), (e), and (f).

- 46. Will comply with all applicable requirements of all other federal laws, executive orders, regulations, program and administrative requirements, policies and any other requirements governing this program.
- 47. Understands that failure to comply with any of the above assurances may result in suspension, termination or reduction of grant funds.

As the duly authorized representative of SUNNYVALE, I hereby certify that SUNNYVALE will comply with the above certifications.
The undersigned represents that he/she is authorized by SUNNYVALE to enter into this agreement for and on behalf of SUNNYVALE.

Signature of Authorized Agent: _____

Printed Name of Authorized Agent: Gary Luebbers

Title: City Manager Date: _____

Appendix C -- Form of Reimbursement Request

REIMBURSEMENT REQUEST

_____ 2010

UASI Management Team
10 Lombard Street, Suite
410 San Francisco, CA
94111

Re: FY 08 UASI Grant Reimbursement Request

Pursuant to Section 3.9 of the Agreement Between the City and County of San Francisco and the City of SUNNYVALE for the Distribution of FY 2008 UASI Regional Funds (the "Agreement"), dated October 23, 2008, between the City of SUNNYVALE ("SUNNYVALE") and the City and County of San Francisco, SUNNYVALE 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: \$ _____

SUNNYVALE certifies that:

- (a) The total amount of funds requested pursuant to this Funding Request will be used to reimburse SUNNYVALE 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;
- (d) No Event of Default has occurred and is continuing; and
- (e) The undersigned is an officer of SUNNYVALE authorized to execute this Reimbursement Request on behalf of SUNNYVALE.

Signature of Authorized Agent: _____

Printed Name of Authorized Agent: Don Johnson

Title: Chief of Public Safety Date: _____

ENVIRONMENTAL and HISTORIC PRESERVATION SCREENING FORM

This memo should be attached to all project information sent to the Grant Programs Directorate (GPD) for an environmental and historic preservation (EHP) regulatory compliance review. Complete sections A – D of this memo, as applicable. When questions are not applicable to the project, leave the field blank. This memo is intended to be completed electronically. Refer to Appendix A (page 10) for guidance on how to make an aerial map (if required for your project), and refer to Appendix B (page 11) for a list of online resources to help you provide visual documentation. Contact GPD-EHP for a version of this memo that is suitable for printing and completing by hand. To check (X) a box, left double-click using your mouse and a Check Box Field Form Box will appear. On the Check Box Field Form Box, select the default value as Checked and press OK. To write in a text field (____), select the text field with your mouse and begin typing.

*Your completed screening form with necessary attachments must be submitted to the **California Emergency Management Agency** with the following information in the subject line of the e-mail: **EHP Submission: Project Name, Subgrantee Name; Grant Award Number (i.e., EHP Submission: Camera Installation, Anytown Courthouse, 2010-AB-C1-2345).***

A. PROJECT INFORMATION

Grant Program Name: UASI DHS Grant Award Number: 2008-0006

Project Name: Project G- Catastrophic Incident Planning & Regional Collaboration Grant Fiscal Year: 2008
 (Provide if no award number is available)

- Project Type (*Check all that apply*):
- Physical security enhancements (i.e., installation of fencing, cameras, TWIC readers, bollards, motion detection systems, x-ray machines, lighting, etc.)
 - New installation/construction/renovation (i.e., emergency operations centers, docks, piers, security guard buildings, etc.)
 - Renovations/upgrades/modifications to structures 50 years old or older
 - Communication towers, related equipment, and equipment shelters
 - Other ground disturbing activities (i.e., trenching, excavation, etc.)
 - Training and exercises (specify whether classroom-based or field-based; field-based only require further information below) _____
 - Purchase of equipment (specify type, and whether mobile/ portable, or installation will be required) Purchase and install one generator (10GE-00-GENR) City of Sunnyvale Corporation Yard
 - Other (specify) _____

Grantee Name (SAA): CA

Sub grantee Name: San Francisco

State: CA County: San Francisco
 for the SFPD

City: San Francisco Agency: Dept. of Emergency Management

Dollar value of grant (optional): \$30,000

B. PROJECT DESCRIPTION/LOCATION

The following information will be required in order to complete a review for each project type. If multiple "project types" describe the same project, [i.e., physical security enhancements AND renovations of structures 50 years old or older AND other ground disturbing activities], it is not necessary to repeat information; please make a note to refer back to the previous entry.

Enter Project Description: A permanent backup generator will be installed for the AT&T communications tower located at the City of Sunnyvale's Corporation Yard, 221 Commercial Avenue, Sunnyvale, CA. The AT&T communications tower is an integral component of the City's computer-aided dispatch (CAD) and communications infrastructure. As such, a continuous flow of electricity is required. As part of the Sunnyvale Department of Public Safety's (DPS) on-going evaluation of its systems, the need for a permanent backup electricity source was identified. DPS then worked with UASI and with AT&T to secure funding. Simultaneously, key divisions within the City cooperated to move the project forward quickly so that the September 30, 2010 deadline for using the UASI funding can be met. Key divisions include Purchasing, Budget, Facilities Services, and Fleet Services. The resulting cooperative effort provides adequate funding for a diesel fuel-powered generator that will be used as a backup electricity source for the City's CAD and communications systems. The generator will be placed permanently on-site at the Corporation Yard. The design and build portion of the project will be managed by Facilities Services. Procurement services will be facilitated by the Purchasing Division. Upon installation, the generator will be maintained by Fleet Services and placed on its replacement schedule. The generator's expected life is 15 to 20 years.

GRANTING AGENCY

Installation of the backup generator will be financed by two grants — \$35,000 will be from a federal Urban Areas Security Initiative (UASI) grant and \$25,000 will be from a private grant from AT&T.

The project description should contain a brief summary of what specific action is proposed, where it is proposed, and how it will be implemented.

Project Type: Physical security enhancements (i.e., installation of fencing, cameras, TWIC readers, bollards, motion detection systems, x-ray machines, lighting, etc.)

Project Location (*physical project address or latitude/longitude of project location*): _____

Year existing building(s) or structure(s) involved in the proposed project was built (**Required**): _____

Color site photos attached (**Required**)

Ground-level site photos (showing where installations are proposed): Yes No

Aerial photograph with project limits outlined and with the location of any proposed installations identified (refer to Appendix A for guidance): Yes No

Will ground disturbance be required?

Yes (provide total extent (*depth, length, and width*) _____) No

Has the ground been previously disturbed? Yes No

FEMA Flood Insurance Rate Map (FIRM), with project limits outlined Yes No

If yes, please describe the current disturbed condition of the area (i.e., parking lot, commercial development, etc.): _____

If no, include other visual documentation (*see Appendix B for a list of online mapping resources*):

Technical drawings/site plans (if available) Yes No

U.S. Fish and Wildlife Service, National Wetlands Inventory (NWI) Map, with project limits outlined Yes No

U.S. Department of Agriculture (USDA) Soil Survey Map, with project limits outlined
 Yes No

Will any equipment or structures need to be installed? Yes No

If yes, please explain how and where this installation is proposed to be done (*include site-specific photographs, and attach additional pages, if needed*): _____

Will the equipment use the existing infrastructure for electrical distribution systems?

Yes No

Are there any known structures or buildings that are 50 years old or older in the project area or immediate vicinity? (*If yes, please provide the location of the structure(s), ground-level color photos of these structures, and identify their location(s) on the aerial map; see Appendix B for the web address of the National Register of Historic Places*) Yes No

Is there any *previously* completed environmental documentation for this project (i.e., environmental assessment, wetland delineation, archaeological study)? Yes (*please attach documentation*) No

Is there any *previously* completed agency coordination for this project (i.e., correspondence with the U.S. Fish and Wildlife Service, State Historic Preservation Office, Tribal Historic Preservation Office)?

Yes (*please attach documentation*) No

Project Type: **New installation/construction/renovation (i.e., emergency operations centers, docks, piers, security guardhouse, etc.)**

Project Location (*physical project address or latitude/longitude of project location*): _____

Year existing building(s) or structure(s) involved in the proposed project was built (**Required**): _____

Describe the setting of the area where the new installation/construction/renovation is proposed (i.e., urban, suburban, or rural; forested or open field): _____

Color site photos attached? (**Required**)

Ground-level site photos (showing where installations are proposed): Yes No

Aerial photograph with project limits outlined and with the location of any proposed installations identified (refer to Appendix A for guidance): Yes No

Will ground disturbance be required? Yes No

If yes, please give total extent (*depth, length, and width*): _____

Has the ground been previously disturbed? Yes No

FEMA Flood Insurance Rate Map (FIRM), with project limits outlined Yes No

If yes, please describe the current disturbed condition of the area (i.e., parking lot, commercial development, etc.): _____

If no, include other visual documentation (*see Appendix B for a list of online mapping resources*):

Technical drawings/site plans (*if available*) Yes No

U.S. Fish and Wildlife Service, National Wetlands Inventory (NWI) Map, with project limits outlined Yes No

U.S. Department of Agriculture (USDA) Soil Survey Map, with project limits outlined
 Yes No

Will any equipment or structures need to be installed? Yes No

If yes, please explain how and where this is proposed to be done (*include site-specific photographs, and attach additional pages, if needed*): _____

Are there any known structures or buildings that are 50 years old or older in the project area or immediate vicinity? (*If yes, please provide the location of the structure(s), ground-level color photos of these structures, and identify their location(s) on the aerial map; see Appendix B for the web address of the National Register of Historic Places*)? Yes No

Is there any *previously* completed environmental documentation for this project (i.e., environmental assessment, wetland delineation, archaeological study)? Yes (*please attach documentation*) No

Is there any *previously* completed agency coordination for this project (i.e., correspondence with the U.S. Fish and Wildlife Service, State Historic Preservation Office, Tribal Historic Preservation Office)?

Yes (*please attach documentation*) No

Project Type: **Renovations/upgrades/modifications to structures 50 years old or older**

Is the building or structure listed in the National Register of Historic Places, or has it previously been determined eligible for listing in the National Register of Historic Places? (*See Appendix B for the web address of the National Register of Historic Places*) Yes No Unknown

Project Location (*physical project address or latitude/longitude of project location*): _____

Year existing building(s) or structure(s) involved in the proposed project was built (**Required**): _____

Color site photos attached? (**Required**)

Ground-level site photos (showing where installations are proposed): Yes No

Aerial photograph with project limits outlined and with the location of any proposed installations identified (refer to Appendix A for guidance): Yes No

Will ground disturbance be required?

Yes (provide total extent (*depth, length, and width*): _____) No

Has the ground been previously disturbed? Yes No

FEMA Flood Insurance Rate Map (FIRM), with project limits outlined Yes No

If yes, please describe the current disturbed condition of the area (i.e., parking lot, commercial development, etc.): _____

If no, include other visual documentation (*see Appendix B for a list of online mapping resources*):

Technical drawings/site plans (if available) Yes No

U.S. Fish and Wildlife Service, National Wetlands Inventory (NWI) Map, with project limits outlined Yes No

U.S. Department of Agriculture (USDA) Soil Survey Map, with project limits outlined Yes No

Will any equipment or structures need to be installed? Yes No

If yes, please explain how and where this is proposed to be done (*include site-specific photographs, and attach additional pages, if needed*): _____

Are there any known structures or buildings that are 50 years old or older in the project area or immediate vicinity? (*If yes, please provide the location of the structure(s), ground-level color photos of these*

structures, and identify their location(s) on the aerial map; see Appendix B for the web address of the National Register of Historic Places) Yes No

Is there any *previously* completed environmental documentation for this project (i.e., environmental assessment, wetland delineation, archaeological study)? Yes (*please attach documentation*)? No

Is there any *previously* completed agency coordination for this project (i.e., correspondence with the U.S. Fish and Wildlife Service, State Historic Preservation Office, Tribal Historic Preservation Office)?

Yes (*please attach documentation*) No

Project Type: **Communication towers, related equipment, and equipment shelters**

Project Location (*physical project address or latitude/longitude of project location*): _____

Year existing building(s) or structure(s) involved in the proposed project was built (**Required**): _____

Color site photos attached? (**Required**)

Ground-level site photos (showing where installations are proposed): Yes No

Aerial photograph with project limits outlined and with the location of any proposed installations identified (refer to Appendix A for guidance): Yes No

For projects involving antenna (e) installations on existing towers, provide the height of the existing tower _____ and the height of the tower following the installation of the new antenna (e)_____.

For new projects, state the total height (in feet) of the communication tower or structure, including any antennae to be mounted: _____

If the proposed tower height is greater than 199 feet above ground level, state why this is needed to meet the requirements of the project: _____

Will the tower be free-standing or require guy wires? Free standing Guy wires

If guy wires are required, state how many: _____

State why a guyed tower is needed to meet the requirements of this project: _____

Has an FCC registration been obtained for this tower? Yes No Registration #: _____

Has the FCC E106 process been completed? Yes No

Has the FCC TCNS process been completed? Yes No If yes, attach all relevant environmental documentation submitted as part of the registration process, including use of the Tower Construction Notification System (TCNS), if applicable.

FRN#_____ (**Required**)

Will ground disturbance be required? Yes No

If yes, give total extent (*depth, length, and width*): _____

Has the ground been previously disturbed? Yes No

FEMA Flood Insurance Rate Map (FIRM), with project limits outlined Yes No

If yes, describe the current disturbed condition of the area (i.e., parking lot, commercial development, etc.): _____

If no, include other visual documentation (*see Appendix B for a list of online mapping resources*):

Technical drawings/site plans (if available) Yes No

U.S. Fish and Wildlife Service, National Wetlands Inventory (NWI) Map, with project limits outlined Yes No

U.S. Department of Agriculture (USDA) Soil Survey Map, with project limits outlined Yes No

Will any equipment or structures need to be installed? Yes No

If yes, explain how and where this is proposed to be done (*include site-specific photographs, and attach additional pages, if needed*): _____

Are there any known structures or buildings that are 50 years old or older in the project area or immediate vicinity? (*If yes, provide the location of the structure(s), ground-level color photos of these structures, and identify their location(s) on the aerial map; see Appendix B for the web address of the National Register of Historic Places*) Yes No

Is there any *previously* completed environmental documentation for this project (i.e., environmental assessment, wetland delineation, archaeological study)? Yes (*attach documentation*) No

Is there any *previously* completed agency coordination for this project (i.e., correspondence with the U.S. Fish and Wildlife Service, State Historic Preservation Office, Tribal Historic Preservation Office)?

Yes (*attach documentation*) No

Project Type: **Other ground disturbing activities (i.e., trenching, excavation, fiber optics, etc.)**

Project Location (*physical project address or latitude/longitude of project location*): _____

Year existing building(s) or structure(s) involved in the proposed project was built (**Required**): _____

Color site photographs and maps attached? (**Required**)

Ground-level site photos (showing where ground disturbance are proposed): Yes No

Aerial photograph with project limits outlined and with the location of any proposed ground disturbance identified (refer to Appendix A for guidance): Yes No

What type of ground disturbance is needed and why (*i.e., utility trenching, etc.*)? _____

Provide the total extent of ground disturbance required (*depth, length, and width*): _____

Has the ground been previously disturbed? Yes No

FEMA Flood Insurance Rate Map (FIRM), with project limits outlined Yes No

If yes, please describe the current disturbed condition of the area (i.e., parking lot, commercial development, etc.): _____

If no, include other visual documentation (*see Appendix B for a list of online mapping resources*):

Technical drawings/site plans (*if available*) Yes No

U.S. Fish and Wildlife Service, National Wetlands Inventory (NWI) Map, with project limits outlined Yes No

U.S. Department of Agriculture (USDA) Soil Survey Map, with project limits outlined Yes No

Will any equipment or structures need to be installed? Yes No

If yes, please explain how and where this is proposed to be done (*include site-specific photographs, and attach additional pages, if needed*): _____

Are there any known structures or buildings that are 50 years old or older in the project area or immediate vicinity? (If yes, provide the location of the structure(s), ground-level color photos of these structures, and identify their location(s) on the aerial map; see Appendix B for the web address of the National Register of Historic Places) Yes No

Is there any *previously* completed environmental documentation for this project (i.e., environmental assessment, wetland delineation, archaeological study)? Yes (please attach documentation) No

Is there any *previously* completed agency coordination for this project (i.e., correspondence with the U.S. Fish and Wildlife Service, State Historic Preservation Office, Tribal Historic Preservation Office)?

Yes (please attach documentation) No

Project Type: **Training and Exercises (field-based only)**

If the training is classroom-based, then no further information is required. If the training is field-based, then provide the following:

Will the field-based training take place at an existing facility having established procedures for that particular proposed exercise, and that conform with existing land use designations (refer to Information Bulletin #329 Clarification for further information)? Yes No

If yes, please provide the name and location of the facility: _____

Does the training exercise differ in any way (frequency, amount of facilities/land used, materials or equipment used, number of participants, type of activities, etc.) from previously permitted training exercises and training practices? Yes No

If yes, explain any differences between the proposed activity and those that have been approved in the past, and the reason(s) for the change in scope. _____

If yes, the field-based training is taking place at an existing facility (as described above), no further information is required. If the field-based training is not occurring at an existing facility, provide the following:

Project Location (physical project address or latitude/longitude of project location): _____

Year existing building(s) or structure(s) involved in the proposed project was built (**Required**): _____

Will ground disturbance be required to prepare the training site? Yes No

If yes, give total extent (depth, length, and width): _____

If yes, provide visual documentation:

Color site photographs and maps attached? (**Required**)

Ground-level site photos (showing where installations are proposed):

Yes No

Aerial photograph with project limits outlined and with the location of any proposed installations identified (refer to Appendix A for guidance):

Yes No

Has the ground been previously disturbed? Yes No

FEMA Flood Insurance Rate Map (FIRM), with project limits outlined Yes No

If yes, describe the current disturbed condition of the area (i.e., parking lot, commercial development, etc.): _____

If no, include other visual documentation (see Appendix B for a list of online mapping resources):

Technical drawings/site plans (if available) Yes No

U.S. Fish and Wildlife Service, National Wetlands Inventory (NWI) Map, with project limits outlined Yes No

U.S. Department of Agriculture (USDA) Soil Survey Map, with project limits outlined Yes No

Will any equipment or structures need to be installed to facilitate training? Yes No

If yes, explain how and where this is proposed to be done (*include site-specific photographs, and attach additional pages, if needed*): _____

Describe the scope of the proposed training (purpose, frequency, facilities/location needed, materials and equipment needed, number of participants, and type of activities required) (*Attach additional pages, if needed*): _____

Is there any *previously* completed environmental documentation for this project (i.e., environmental assessment, wetland delineation, archaeological study)? Yes (*please attach documentation*) No

Is there any *previously* completed agency coordination for this project (i.e., correspondence with the U.S. Fish and Wildlife Service, State Historic Preservation Office, Tribal Historic Preservation Office)?

Yes (*please attach relevant documentation*) No

Project Type: **Purchase of equipment (specify what equipment, and the quantity; for generators, please state the capacity)** 50 kw

Will any equipment need to be installed? Yes No

If yes, please explain how and where this is proposed to be done (*include site-specific photographs, and attach additional pages, if needed*):

A permanent backup generator will be installed for the AT&T communications tower located at the City of Sunnyvale's Corporation Yard, 221 Commercial Street, Sunnyvale, CA. Please see attached document entitled, "Appendix C: Location of Generator Placement at the City of Sunnyvale Corporation Yard, 221 Commercial Street, Sunnyvale, CA."

Year existing building(s) or structure(s) involved in the proposed project was built (**Required**): Not applicable. New Construction.

C. CONSIDERATION OF RESOURCE IMPACTS

When completing this section, state a specific reason [i.e., "there will be no impacts to geology and soils because this project will not involve any ground disturbance"] and cite a source [i.e., local master plan, previous environmental assessment, correspondence with US Fish and Wildlife Service, correspondence with State Historic Preservation Office, FEMA Floodplain Insurance Rate Map (FIRM), etc.] to support a response of "no impact" or "potential to impact." ***This section is not required for the purchase of mobile and portable equipment or classroom-based training, or field exercises to be conducted at an existing facility having established procedures for that particular proposed exercise.***

Identify potential impacts to the following resources	No Impact	Potential to Impact	Reason/ Data Source/Agency
Noise	X		
Air quality	X		
Water resources, including	X		

surface water, groundwater, wetlands, coastal areas, and floodplains			
Geology and soil resources, including prime and unique farmlands and hydric soils	X		
Biological resources, including general vegetation, wildlife, wildlife habitat, migratory birds, and wetland habitat	X		
Threatened and endangered species and critical habitat	X		
Cultural resources, including architectural resources, archaeological resources, and Traditional Cultural Properties	X		
Buildings or structures 50 years old or older	X		
Socioeconomic resources, including economic development, demographics, and demand for housing and public services	X		
Environmental justice (minority and low-income populations)	X		
Aesthetics and visual resources	X		
Human health and safety	X		
Infrastructure, utilities, transportation and waste mgt.	X		
Land use planning and zoning	X		
Hazardous waste/contamination	X		
Community facilities and services	X		

D. OTHER INFORMATION (answer the following questions/provide requested information.)

Are personnel preparing this form familiar with the site? Yes No

Did personnel visit site? Yes No

Is the project part of an approved plan such as a Master Plan or an Implementation Plan or any larger action with an accompanying National Environmental Policy Act (NEPA) document?

Yes (provide the plan name, and include a copy of the NEPA document) No

Is the project still consistent with the approved plan? Yes No

(If no, additional EHP compliance requirements may apply.)

Is the environmental document accurate and up-to-date? Yes No

(If no, additional EHP compliance requirements may apply.)

What was the decision of the NEPA document? *(Check one, and please attach):*

Finding of No Significant Impact (FONSI) OR

Record of Decision (ROD)

Agency Name _____ Date approved _____

Appendix A. Aerial Photography Guidance

1. Obtain aerial photo; there are multiple online sources for aerial photos that are either free or request a nominal fee.
2. Copy the aerial image.
3. Open Microsoft Paint, Power Point, or other graphics-oriented software and paste the aerial image on the canvas.
4. Using drawing tools such as line drawing, shapes, and fill colors, label exactly where facility security enhancements will be installed i.e. fencing, lighting, cameras.
5. Cut and paste completed drawing into Word document and explain details of the facility security enhancements.
6. An example of a completed product is provided below.



Applicant Name: X Bus Company
Grant Program: FY 2008 Intercity Bus Security Grant Program
Grant Number: 2008-XX-XX-0000

Project Description: Facility Security Enhancements was awarded to X Bus Company in January 2009. Above are the enhancements that we wish to make to our facility. One camera will be installed. The building that the camera will be mounted on was built in 1975. The installation will include 6,412 linear feet of chain link security fencing. A total of 4 light posts will be installed. The light posts holes will cause 12" in diameter and 36" deep of ground disturbance.

If there are known historic resources (buildings, structures, districts, sites, etc.) within sight of the facility, indicate their location on the aerial photograph also. The National Register of Historic Places can be reviewed at: <http://nrhp.focus.nps.gov/natreghome.do?searchtype=natreghome>.

Appendix B. Online Mapping and Information Resources

National Register of Historic Places:

<http://nrhp.focus.nps.gov/natreghome.do?searchtype=natreghome>

FEMA's Flood Insurance Rate Maps (FIRMs):

<http://www.fema.gov/hazard/map/firm.shtm>

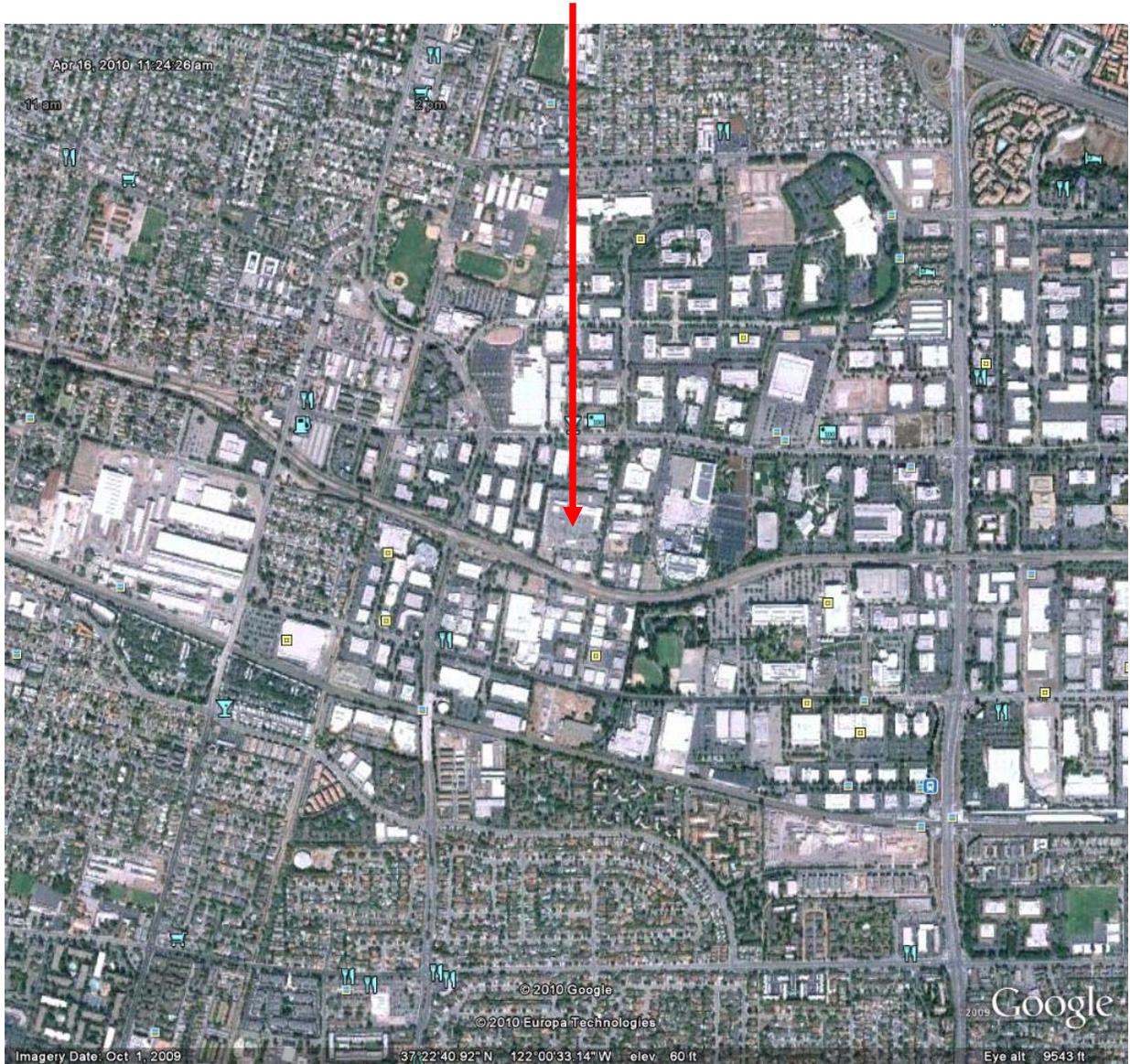
National Wetlands Inventory:

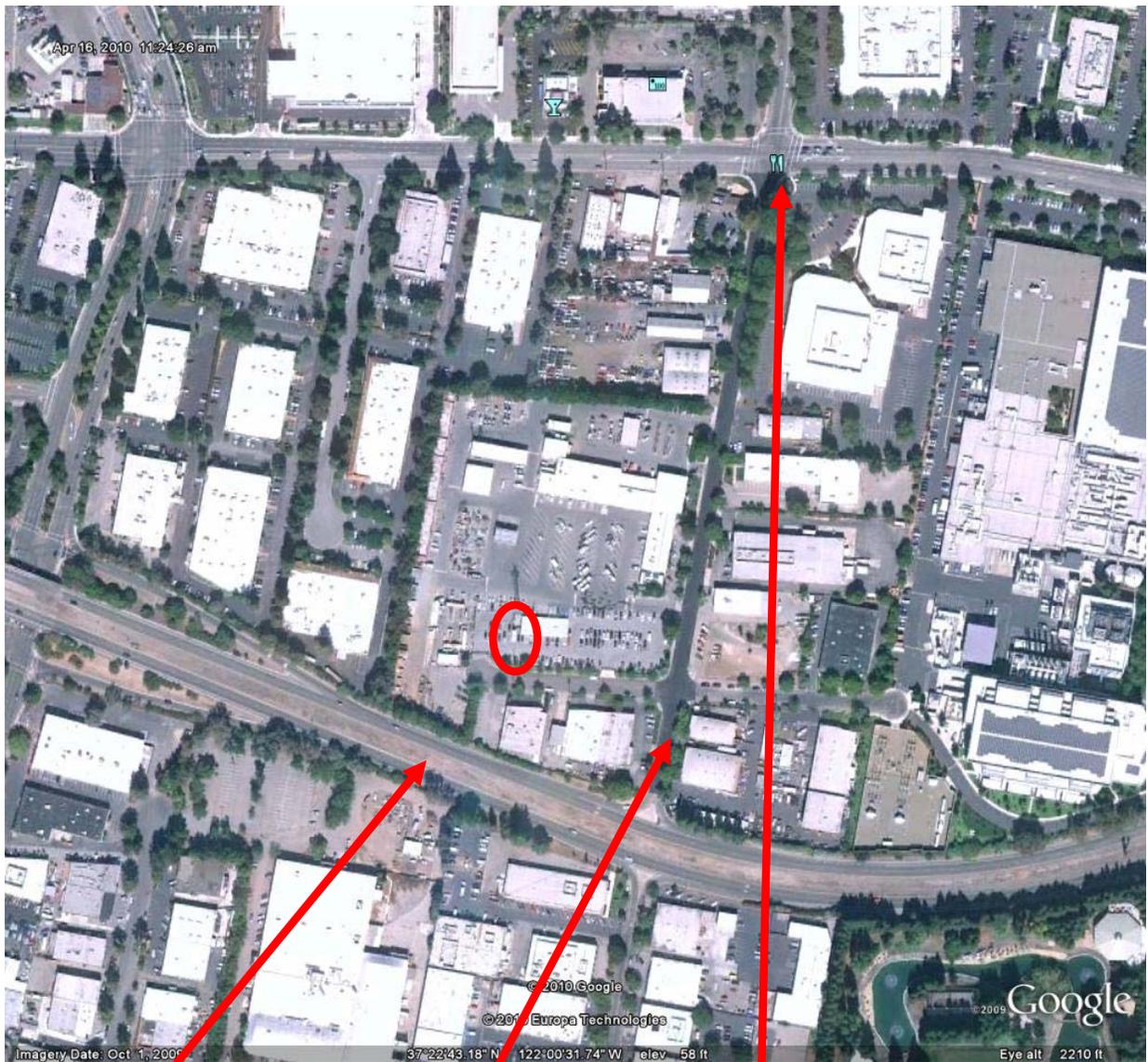
<http://www.fws.gov/wetlands/Data/Mapper.html>

USDA Soil Survey Map:

<http://websoilsurvey.nrcs.usda.gov/app/HomePage.htm>

Appendix C:
Location of Generator Placement at the
City of Sunnyvale Corporation Yard
221 Commercial Street, Sunnyvale, CA





Central Expressway

Commercial Avenue

Arques Avenue



Aerial view of the asphalt area that will be the location of the generator.



Generator will be placed on top of the asphalt in approximately this area. The chain link fence to the north (Left) will be moved out to enclose the generator.



The chain link fence will be moved to enclose the generator. The electrical box on the facility will be the connection point.

SCHEDULE 1 TO REQUEST FOR REIMBURSEMENT

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

Payee	Amount	Description
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The following are attached as part of this Schedule 1:

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



Jerry Kruse
Power & Project Manager
Network Operations

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Pleasanton, CA 94588

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M : 510-388-8048
Gk1829@att.com

August 27, 2010

City of Sunnyvale

RE: Letter of Intent for AT&T Mobility to fund \$25,000 for shared generator at cell site SNFCCA0017.

To whom it may concern,

On behalf of Roubik Boudaghin, the Network Operations Manager, I am forwarding you this Letter Of Intent to confirm that AT&T Mobility will fund \$25,000 for the shared generator at cell site SNFCCA0017 located at 221 Commercial Street, Sunnyvale, CA 94085 (AKA: Sunnyvale 1 – Commercial St).

As your plans proceed, please provide me with a quote and I'll have our staff initiate the request for the associated Purchase Order. When the generator installation is completed, you can submit an invoice against the approved PO and my team will follow-up to execute the payment.

If I can be of any further assistance, feel free to contact me via email (gk1829@att.com) or at my mobile number 510-388-8048.

Respectfully,

Jerry Kruse

Jerry Kruse, Project Manager