DATE: December 11, 2014

TO: Honorable Mayor Larry Chu and Members of the City Council

FROM: Todd A. Cusimano, Chief of Police

SUBJECT: AUTHORIZE THE CHIEF OF POLICE TO ENTER INTO AN AGREEMENT BETWEEN THE CITY AND COUNTY OF SAN FRANCISCO AND THE CENTRAL MARIN POLICE AUTHORITY FOR THE DISTRIBUTION OF FY 2014 URBAN AREA SECURITY INITIATIVE “UASI” GRANT FUNDS

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ACTION REQUESTED

That Council approves funding for an Automated License Plate Reader Camera System to be installed in the area of the 100 block of East Sir Francis Drake Blvd.

SUMMARY

The most common property crime committed within the jurisdiction the Authority represents, including Greenbrae, is theft; either from vehicles, of vehicles, or from residences. In 2009 the Twin Cities Police Authority (TCPA) experienced 71 vehicle thefts. Of that number 67 were recovered; 42 outside the County of Marin. In 2010, 60 vehicles were reported as stolen, 54 of which were recovered; 24 outside the County of Marin. Although there was a slight decrease in the overall number of vehicles being reported as stolen, TCPA recognized an on-going crime trend that caused a significant monetary loss to its residents.

As recently as 2014, the newly formed Central Marin Police Authority (CMPA) released its 2013 Part 1 Crime statistics for the City of Larkspur and for portions of Greenbrae. The crimes included: Robbery-5, Assault-36, Residential Burglary-42, Commercial Burglary-39, Thefts-142, and Vehicle Thefts-33. A majority of these crimes occurred in the densely populated areas of the Bon Air Apartments and Greenbrae Hills, both of which border Sir Francis Drake Blvd. and are considered as an easy escape route for criminal activity due to their close proximity to N/S Hwy 101 and E/B Interstate 580.

DISCUSSION

Beginning in 2009 and extending through 2011, the Twin Cities Police Authority began a study that focused on vehicles being reported as stolen within its jurisdictions. The study included a statistical examination of the relationship of stolen vehicles to that with other associated crimes
such as thefts and burglaries. The study identified East Sir Francis Drake Blvd. as a primary traffic thoroughfare for persons involved in criminal activity in both Marin and Contra Costa Counties.

As a way of confirming this finding, the Authority was able to utilize a portable Automated License Plate Reader (ALPR) camera trailer provided by the Northern California Regional Intelligence Center (NCRIC). The data collected reported on average, one stolen vehicle passed by the camera every other day while 2 reported lost or stolen vehicle license plates were recorded daily.

With this data, the Authority focused its efforts almost exclusively on these cases and made a number of arrests. As a result, the Authority determined the following:

- Most of the crimes were committed between the evening/early morning hours
- The perpetrators were not residents of Marin County
- Many of the perpetrators had extensive criminal histories

The Authority concluded that an efficient and cost effective method to address this criminal activity would be to seek and secure funding through a grant process to purchase a permanently affixed camera system capable of capturing vehicle license plate images.

Based on the previously obtained stolen vehicle data, it was determined the 100 block of East Sir Francis Drake Blvd. would be the ideal location for the installation of the ALPR cameras. This approximately 2 mile traffic corridor between US 101 and Interstate 580 is a critical thoroughfare for drivers traveling to and from San Francisco and Contra Costa Counties via Marin County. A 2013 Cal Trans report indicated approximately 10,000,000 vehicles traverse this portion of roadway annually.

The area is also recognized as an important regional transportation hub. It currently provides Larkspur Ferry service to approximately 1.4 million passengers annually and will soon be and ending point for the SMART Train upon completion of the Larkspur train station in 2016. The area is also bordered by a popular shopping mall (Marin Country Mart) and is approximately 1 mile from San Quentin State Prison.

The system we are considering would be placed in a fixed location. The cameras would be positioned to only record front and rear license plates. They would not have the capability to pan, tilt and zoom or to record sound. Each camera would be fully Web enabled, IP addressable and capable of transmitting a single digital image of every vehicle passing its location. Cameras would record vehicles both entering and leaving Larkspur. In the event a reported stolen vehicle passed a camera, an alert would be immediately sent to the Authority providing a vehicle description and direction of travel. This location also has a recently updated AT&T cell tower within line of sight for the wireless transmission of the license plate information as well as having light poles and electricity already in place allowing for easy camera installation.

The images captured would be continuously recorded, stored and transmitted to a dedicated computer at the Northern California Regional Intelligence Center in accordance with both CMPA Policy #449 as well as the Memorandum of Understanding (MOU) entered into between NCRIC and CMPA. Images would be stored for a period of 365 days from the date of capture but may be stored for a longer period of time in the event of an on-going criminal investigation.
Access to any images would be limited to police officers and detectives. Access is for the sole purpose of identifying vehicles suspected of being occupied or operated by persons responsible for crimes under the investigation by the Police Authority or other authorized NCRC users. Each authorized user will be provided a unique log-in/password. The system will record user access for audit purposes. The goal of the Central Marin Police Authority is to use the ALPR system primarily as a post crime investigative tool in the manner described above.

**PRIVACY ISSUES**

The government’s use of camera systems vs. the public’s right to privacy has long been a topic of debate. In a paper published by the ACLU in 2007 titled, “Under a Watchful Eye” they advanced the theory that an individual has the right to a “zone of privacy” around their person which is violated by surveillance cameras however they also recognized that no such zone has ever been recognized by the courts.

The current state law is that we can place a camera and view any images captured by it if an officer would have had the legal right to be where the camera was when it captured an image in plain sight. Generally, when a police officer observes something in “plain view” from a location he or she has the right to be, no search violation has taken place in a constitutional sense, because the person has no reasonable expectation of privacy as to any items in plain view (Horton [1990] 496 U.S. 128; Eldelbacher [1989] 47 Cal. 3d 983: Arango [1993] 12 Cal. App. 4th 450,455).

It should also be noted that it is legal for police to conduct a registration check on a vehicle observed in a public place, or a place an officer has a right to be even if there is no reasonable suspicion of criminal activity. There is no expectation of privacy with regards to a license plate on the exterior of a vehicle being driven in a public place (Diaz-Castaneda [9th Cir. 2007] 494 F.3d 1146, 1151).

**FISCAL IMPACT**

The total cost of purchasing the ALPRS system is $132,553.95. The purchase price is covered by a pre-approved UASI grant and includes 3 cameras, associated software and hardware as well as installation and maintenance services.

**STAFF RECOMMENDATION**

That council authorizes the Chief of Police to enter into an agreement that will authorize funding for the purchase and installation of ALPR cameras at a fixed location on East Sir Francis Drake Blvd. to be used as a proactive investigative tool in the pursuit of criminal investigations.

Respectfully submitted,

TODD A. CUSIMANO
Chief of Police

ATTACHMENTS:
ATTACHMENT 1- Agreement between the City and County of San Francisco and the Central Marin Police Authority for the distribution of FY 2014 UASI grant funds.

ATTACHMENT 2- Resolution authorizing the Chief of Police to enter into an agreement between the City and County of San Francisco and the Central Marin Police Authority for the distribution of FY 2014 UASI grant funds.
WHEREAS, on January 01, 2009, through December 31, 2011, the Twin Cities Police Authority conducted a study that focused on stolen vehicles and their relationship with other associated crimes such as thefts and burglaries. Statistical data gathered identified East Sir Francis Drake Blvd. as a primary route of travel for persons involved in criminal activity;

WHEREAS, upon the conclusion of the study, the Twin Cities Police Authority determined a cost effective method of addressing the criminal activity would be to secure funding through a grant process to purchase a permanently affixed camera system capable of capturing vehicle license plate images;

WHEREAS, the access to vehicle license plate images would be limited to law enforcement for the sole purpose of identifying vehicles suspected of being occupied or operated by persons responsible for crimes under investigation. Any information obtained would be in compliance with current state law;

WHEREAS, the total cost for purchasing the Automated License Plate Reader System is $132,553.95. The purchase amount is covered by a pre-approved “UASI” grant and includes 3 cameras, associated software and hardware as well as installation and maintenance services; and

WHEREAS, on January 01, 2013, the Twin Cities Police Authority and the San Anselmo Police Department consolidated police agencies and successfully formed the Central Marin Police Authority. The Central Marin Police Authority requests that council authorize the Chief of Police to enter into an agreement that will authorize pre-approved grant funding for the purchase, installation and maintenance of the ALPRS cameras.

NOW, THEREFORE, BE IT RESOLVED, that the Larkspur City Council authorizes the Central Marin Police Authority Chief of Police to enter into an agreement between the City and County of San Francisco and the Central Marin Police Authority for the distribution of FY 2014 Urban Area Security Initiative “UASI” grant funds in the amount of $132,553.95.

IT IS HEREBY CERTIFIED that the City Council of the City of Larkspur duly introduced and regularly adopted the foregoing resolution at their regular meeting held on the 17th day of December, 2014, by the following vote, to-wit:

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AYES: COUNCILMEMBER:
NOES: COUNCILMEMBER:
ATTACHMENT 2

ABSENT: COUNCILMEMBER:

ABSTAIN: COUNCILMEMBER:

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MAYOR

_______________________________
CITY CLERK
AGREEMENT BETWEEN THE CITY AND COUNTY OF SAN FRANCISCO AND THE CENTRAL MARIN POLICE AUTHORITY FOR THE DISTRIBUTION OF FY 2014 UASI GRANT FUNDS

THIS AGREEMENT is made this NOVEMBER 1, 2014 in the City and County of San Francisco, State of California, by and between the CENTRAL MARIN POLICE AUTHORITY ("CMPA") and the CITY AND COUNTY OF SAN FRANCISCO, a municipal corporation ("San Francisco" or "City"), in its capacity as fiscal agent for the Approval Authority, as defined below, acting by and through the San Francisco Department of Emergency Management ("DEM").

RECITALS

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

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

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

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

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

WHEREAS, Pursuant to grant allocation decisions by the Approval Authority, the UASI Management Team has asked San Francisco to distribute a portion of the regional UASI grant funds to CMPA 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 CMPA under this Agreement. This Agreement shall specifically cover funds allocated or disbursed from Cal OES Grant No. 2014-SS-00093, Cal OES ID No. 075-95017, CFDA No. 97.067.

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

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

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

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

1.2 **Additional Terms.** The terms “as directed,” “as required” or “as permitted” and similar terms shall refer to the direction, requirement, or permission of City. The terms “sufficient,” “necessary” or “proper” and similar terms shall mean sufficient, necessary or proper in the sole judgment of City. The terms “approval,” “acceptable” or “satisfactory” or similar terms shall mean approved by, or acceptable or satisfactory to, City. The terms “include,” “included” or “including” and similar terms shall be deemed to be followed by the words “without limitation.” The use of the term “subcontractor,” “subgrantee,” “successor” or “assign” herein refers only to a subcontractor, subgrantee, successor or assign expressly permitted under Article 8.

1.3 **References to this Agreement.** References to this Agreement include: (a) any and all appendices, exhibits, schedules, and attachments hereto; (b) any and all statutes, ordinances, regulations
or other documents expressly incorporated by reference herein; and (c) any and all amendments, modifications or supplements hereto made in accordance with Section 10.2. References to articles, sections, subsections or appendices refer to articles, sections or subsections of or appendices to this Agreement, unless otherwise expressly stated. Terms such as “hereunder,” “herein” or “hereto” refer to this Agreement as a whole.

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

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

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

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

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

(b) Except as may be provided by San Francisco ordinances governing emergency conditions, San Francisco and its employees and officers, and the UASI Management Team and its personnel, are not authorized to request CMPA to perform services or to provide materials, equipment and supplies that would result in CMPA 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 CMPA for services, materials, equipment or supplies that are provided by CMPA that are beyond the scope of the services, materials, equipment and supplies agreed upon herein and which were not approved by a written amendment to this Agreement having been lawfully executed by San Francisco.

(c) San Francisco and its employees and officers, and the UASI Management Team and its personnel, are not authorized to offer or promise to CMPA additional funding for this Agreement that would exceed the maximum amount of funding provided for herein. Additional funding for this
Agreement in excess of the maximum provided herein shall require lawful approval and certification by the Controller. San Francisco is not required to honor any offered or promised additional funding that exceeds the maximum provided in this Agreement that requires lawful approval and certification of the Controller when the lawful approval and certification by the Controller has not been obtained.

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

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

ARTICLE 3
PERFORMANCE OF THE AGREEMENT

3.1 Duration of Term. The term of this Agreement shall commence on NOVEMBER 1, 2014 and shall end at 11:59 p.m. San Francisco time on FEBRUARY 28, 2016.

3.2 Maximum Amount of Funds. In no event shall the amount of Grant Funds disbursed hereunder exceed ONE HUNDRED THIRTY-TWO THOUSAND, FIVE HUNDRED FIFTY-FOUR DOLLARS ($132,554). The City will not automatically transfer Grant Funds to CMPA upon execution of this Agreement. CMPA must submit a Reimbursement Request under Section 3.10 of this Agreement, approved by the UASI Management Team and City, before the City will disburse Grant Funds to CMPA.

3.3 Use of Funds.

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

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

(c) No Supplanting. CMPA shall use Grant Funds to supplement existing funds, and not replace (supplant) funds that have been appropriated for the same purpose.

(d) Obligations. CMPA must expend Grant Funds in a timely manner consistent with the grant milestones, guidance and assurances; and make satisfactory progress toward the goals, objectives, milestones and deliverables in this Agreement.
3.4 Grant Assurances: Other Requirements: Cooperation with Monitoring.

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

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

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

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

(a) Administrative Requirements:
   1. 44 CFR Part 13, Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments; and
   2. 2 CFR Part 215, Uniform Administrative Requirements for Grants and Agreements with Institutions of Higher Education, Hospitals, and Other Non-Profit Organizations (formerly OMB Circular A-110).

(b) Cost Principles:
   1. 2 CFR Part 225, Cost Principles for State, Local, and Indian Tribal Governments (formerly OMB Circular A-87);
   2. 2 CFR Part 220, Cost Principles for Educational Institutions (formerly OMB Circular A-21);
   3. 2 CFR Part 230, Cost Principles for Non-Profit Organizations (formerly OMB Circular A-122); and

(c) Audit Requirements:
   1. OMB Circular A-133, Audits of States, Local Governments, and Non-Profit Organizations.
3.6 Technology Requirements.

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

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

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

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

3.7 Procurement Requirements.

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

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

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

3.8 Subgrantee and Contractor Requirements.

(a) CMPA shall ensure and independently verify that any subgrantee, contractor or other entity receiving Grant Funds through or from CMPA is not debarred, suspended, or otherwise excluded from or ineligible for participation in federal assistance programs, under Executive Orders 12549 and 12689, as implemented at 2 CFR Part 3000. CMPA shall obtain documentation of eligibility before disbursing Grant Funds to any subgrantee, contractor or other entity. CMPA shall maintain documentary proof of this verification in its files. CMPA shall establish procedures for the effective use of the “Excluded Parties List System,” to assure that it does not provide Grant Funds to excluded parties. CMPA shall also establish procedures to provide for effective use and/or dissemination of the list to assure that its grantees and subgrantees, including contractors, at any tier do not make awards in violation of the non-procurement debarment and suspension common rule.
(b) CMPA shall ensure that any subgrantee, contractor or other entity receiving Grant Funds through or from CMPA complies with the requirements of 44 CFR Part 18, New Restrictions on Lobbying; and

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

3.9 Monitoring Grant Performance.

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

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

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

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

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

(a) CMPA 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 CMPA 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 CMPA any Reimbursement Request that is submitted and not approved by the UASI Management Team, with a brief statement of the reason for the rejection of the Reimbursement Request.

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

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

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

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

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

3.13 **EHP Requirements.**

(a) Grant Funded projects must comply with the federal Environmental and Historic Preservation ("EHP") program. CMPA shall not initiate any project with the potential to impact environmental or historic properties or resources until Cal OES and FEMA have completed EHP reviews and approved the project. Examples of projects that may impact EHP resources include: communications towers, physical security enhancements, new construction, and modifications to buildings, structures and objects that are 50 years old or greater. CMPA shall notify the UASI Management Team of any project that may require an EHP review. CMPA agrees to provide detailed project information to FEMA, Cal OES and/or the UASI Management Team, to cooperate fully in the review, and to prepare any documents requested for the review. CMPA shall comply with all conditions placed on the project as the result of the EHP review, and implement any treatment or mitigation measures deemed necessary to address potential adverse impacts. With prior approval of the UASI Management Team, CMPA may use Grant Funds toward the costs of preparing documents and/or implementing treatment or mitigation measures. Any change to the approved project scope of work will require re-evaluation for compliance with EHP requirements. If ground disturbing activities occur during project implementation, CMPA shall notify the UASI Management Team and ensure monitoring of ground disturbance. If any potential archeological resources are discovered, CMPA shall immediately cease construction in that area and notify the UASI Management Team, which will notify the appropriate State Historic Preservation Office. If CMPA is using Grant Funds for a communication tower project, CMPA shall complete its Federal Communication Commission ("FCC") EHP process before preparing its Cal OES/FEMA EHP materials, and shall include the FCC EHP materials in the Cal OES/FEMA submission.
(b) Any construction or other project that CMPA initiates without the necessary EHP review and approval will not be eligible for reimbursement. Failure of CMPA to meet federal, State, and local EHP requirements, obtain applicable permits, or comply with any conditions that may be placed on the project as the result of FEMA's and/or Cal OES's EHP review will result in the denial of Reimbursement Requests.

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

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

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

3.15 Royalty-Free License. CMPA understands and agrees that FEMA reserves a royalty-free, non-exclusive and irrevocable license to reproduce, publish or otherwise use, and authorize others to use, for federal government purposes: (a) the copyright in any work developed using Grant Funds; and (b) any rights of copyright that CMPA purchases or acquires using Grant Funds. CMPA shall consult with the UASI Management Team and FEMA regarding the allocation of any patent rights that arise from, or are purchased with, Grant Funds.

3.16 Publication Statements. CMPA shall ensure that all publications created or developed under this Agreement prominently contain the following statement: "This document was prepared under a grant from the Federal Emergency Management Agencies Grant Programs Directorate (FEMA/GPD) within the US Department of Homeland Security. Points of view or opinions expressed in this document are those of the authors and do not necessarily represent the official position or policies of FEMA/GPD or the US Department of Homeland Security."

ARTICLE 4
REPORTING REQUIREMENTS; AUDITS

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

4.3 Books and Records. CMPA shall establish and maintain accurate files and records of all aspects of the Grant Plan and the matters funded in whole or in part with Grant Funds. Without limiting the scope of the foregoing, CMPA 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. CMPA 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 expiration of this Agreement or until any final audit by Cal OES has been fully completed, whichever is later.

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

4.5 **Audit Report.** If the amount specified in Section 3.2 of this agreement is $500,000 or more, CMPA shall submit an organization-wide financial and compliance audit report. The audit must be performed in accordance with GAO’s Government Auditing Standards, and OMB Circular A-133, Audits of States, Local Governments and Non-Profit Organizations. CMPA shall submit its audit report to the UASI Management Team no later than six months after the end of CMPA’s fiscal year.

ARTICLE 5
REPRESENTATIONS AND WARRANTIES

CMPA 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 CMPA 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, CMPA certifies that it is eligible to receive federal funds, and specifically certifies as follows:

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

(b) CMPA complies with 31 U.S.C. §1352, Limitation on use of appropriated funds to influence federal contracting and financial transactions, as implemented at 44 CFR Part 18 and 6 CFR Part 9.

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

(d) CMPA is not delinquent in the repayment of any federal debt. See OMB Circular A-129.
CMPA acknowledges that these certifications of eligibility to receive federal funds are material terms of the Agreement.

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

**ARTICLE 6**

**INDEMNIFICATION AND GENERAL LIABILITY**

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

6.2 **Duty to Defend; Notice of Loss.** CMPA 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 CMPA by the Indemnified Party and continues at all times thereafter. The Indemnified Party shall give CMPA prompt notice of any Loss under Section 6.1 and CMPA 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 CMPA if representation of such Indemnified Party by the counsel retained by CMPA would be inappropriate due to conflicts of interest between such Indemnified Party and CMPA. An Indemnified Party’s failure to notify CMPA promptly of any Loss shall not relieve CMPA of any liability to such Indemnified Party pursuant to Section 6.1, unless such failure materially impairs CMPA’s ability to defend such Loss. CMPA shall seek the Indemnified Party’s prior written consent to settle or compromise any Loss if CMPA 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 CMPA’s acts or omissions. Nothing in this Agreement shall constitute a waiver or limitation of any rights that any Indemnified Party may have under applicable law with respect to such damages.
6.4 **LIMITATION ON LIABILITY OF SAN FRANCISCO.** CITY'S OBLIGATIONS UNDER THIS AGREEMENT SHALL BE LIMITED TO THE AGGREGATE AMOUNT OF GRANT FUNDS ACTUALLY DISBURSED HEREUNDER. NOTWITHSTANDING ANY OTHER PROVISION CONTAINED IN THIS AGREEMENT OR ANY OTHER DOCUMENT OR COMMUNICATION RELATING TO THIS AGREEMENT, IN NO EVENT SHALL CITY BE LIABLE, REGARDLESS OF WHETHER ANY CLAIM IS BASED ON CONTRACT OR TORT, FOR ANY SPECIAL, CONSEQUENTIAL, INDIRECT OR INCIDENTAL DAMAGES, INCLUDING LOST PROFITS, ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT, THE GRANT FUNDS, THE GRANT PLAN OR ANY ACTIVITIES PERFORMED IN CONNECTION WITH THIS AGREEMENT.

**ARTICLE 7**

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

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

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

(b) **Failure to Perform Other Covenants.** CMPA fails to perform or breaches any provision or covenant of this Agreement to be performed or observed by CMPA 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.** CMPA fails to perform or breaches any of the terms or provisions of Article 12.

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

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

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

(b) Upon receipt of the notice, CMPA shall commence and perform, with diligence, all actions necessary on the part of CMPA to effect the termination of this Agreement on the date specified by City and to minimize the liability of CMPA 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, CMPA 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 CMPA 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 CMPA or any of its contractors or subgrantees after the termination date specified by City.

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

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

ARTICLE 8
ASSIGNMENTS

8.1 **No Assignment by CMPA.** CMPA 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 CMPA hereunder without the prior written consent of the UASI Management Team; provided, however, that any contractor or subgrantee specifically referenced in Appendix A shall not require the consent of Management Team. This Agreement shall not, nor shall any interest herein, be
assignable as to the interest of CMPA involuntarily or by operation of law without the prior written consent of City. A change of ownership or control of CMPA or a sale or transfer of substantially all of the assets of CMPA 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 **CMPA Retains Responsibility.** CMPA shall in all events remain liable for the performance by any subgrantee contractor, or assignee of all of the covenants, terms and conditions in this Agreement.

**ARTICLE 9**

NOTICES AND OTHER COMMUNICATIONS

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

If to San Francisco:

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

If to the UASI Management Team:

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

If to CMPA:

Central Marin Police Authority  
250 Doherty Drive  
Larkspur, CA, 94939  
ATTN: Todd Cusimano, Chief of Police  
Facsimile No.: (415) 927-5167

9.2 **Effective Date.** All communications sent in accordance with Section 9.1 shall become effective on the date of receipt. Such date of receipt shall be determined by: (a) if mailed, the return receipt, completed by the U.S. postal service; (b) if sent via hand delivery, a receipt executed by a duly authorized agent of the party to whom the notice was sent; or (c) if sent via facsimile, the date of telephonic confirmation of receipt by a duly authorized agent of the party to whom the notice was sent or, if such confirmation is not reasonably practicable, the date indicated in the facsimile machine transmission report of the party giving such notice.
9.3 **Change of Address.** From time to time any party hereto may designate a new address or recipient for notice for purposes of this Article 9 by written notice to the other party and the UASI Management Team.

**ARTICLE 10**
**MISCELLANEOUS**

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

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

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

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

10.5 **Headings.** All article and section headings and captions contained in this Agreement are for reference only and shall not be considered in construing this Agreement.

10.6 **Entire Agreement.** This Agreement sets forth the entire Agreement between the parties, and supersedes all other oral or written provisions. The following Appendices are attached to and a part of this Agreement:

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

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

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

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

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

2. The Total compensation and names of the top five executives if:
   a) 80% or more of annual gross revenues are from Federal awards (contracts, sub-contracts and Federal financial assistance), and $25,000,000 or more in annual gross revenues from Federal awards; and,
   b) Compensation information is not already available through reporting to the Securities and Exchange Commission.
ARTICLE 11
INSURANCE

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

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

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

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

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

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

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

11.3 Additional Requirements Regarding Workers’ Compensation. Regarding Workers’ Compensation, CMPA hereby agrees to waive subrogation which any insurer of CMPA may acquire from CMPA by virtue of the payment of any loss. CMPA 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 CMPA, 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, CMPA 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, CMPA shall furnish to City certificates of insurance and additional insured policy endorsements with insurers with ratings comparable to A-, VII 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 CMPA 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, CMPA 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 CMPA as additional insureds.

11.11 **Authority to Self-Insure.** Nothing in this Agreement shall preclude CMPA from self-insuring all or part of the insurance requirement in this Article. However, CMPA 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, CMPA agrees not to discriminate against any employee, San Francisco employee working with CMPA or any subgrantee of CMPA, applicant for employment with CMPA or subgrantee of CMPA, 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, CMPA 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.** CMPA 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. CMPA 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, CMPA 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. CMPA 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 CMPA from bidding on or receiving any new City contract for a period of two (2) years. The Controller will not consider CMPA's use of profit as a violation of this section.

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

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

By:  
ANNE KRONENBERG  
EXECUTIVE DIRECTOR

CENRAL MARIN POLICE AUTHORITY:

By:  
TODD CUSIMANO, CHIEF OF POLICE  
CENTRAL MARIN POLICE AUTHORITY

Federal Tax ID #: 94-2682258

Approved as to Form:  
Dennis J. Herrera  
City Attorney

By:  
Thomas Owen  
Deputy City Attorney
Appendix A — Authorized Expenditures and Timelines

**ENTITY: CMPA**

Total allocation to be spent on the following solution areas:

<table>
<thead>
<tr>
<th>UASI Project Letter and Title</th>
<th>Solution Area</th>
<th>Program Description</th>
<th>Projected Milestone Dates (to be completed on or about)</th>
<th>Deliverable Dates</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Project B</td>
<td>Equipment</td>
<td>Funds for Bay Area Regional ALPR Project (Central Marin Police Authority). AEL #: 04AP-01-CADS 04HW-01-INHW 04MD-01-CMRA 04SW-04-NETW 21GN-00-STAX 21GN-00-SHIP 21GN-00-INST Final deadline for submittal of claims is 12/31/2015.</td>
<td>EHP Memo: 30 days from project start date Sole Source Approval: 45 days from project start date Issuance of PO: 90 days from project start date Receive Equipment: 150 days from project start date Site Installation: 180 days from project start date Test Equipment: 240 days from project start date System Acceptance: 270 days from project start date Project Completion: 300 days from project start date</td>
<td>11/30/2015</td>
<td>Not to Exceed: $132,554</td>
</tr>
</tbody>
</table>

**TOTAL ALLOCATION**

| NOT TO EXCEED: $132,554 |
EQUIPMENT
Reimbursement for Equipment Requires:

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

- All requests for reimbursements must be submitted by January 31, 2016, unless an earlier deadline is set in this Appendix. CMPA should submit reimbursement requests on a quarterly basis, as applicable.

- Authorized expenditures must fall into one of the following categories: Planning, Organization, Equipment, Training, or Exercises. Descriptions of authorized expenditures are in the following documents:

• **Any equipment purchased under this Agreement must match the UASI 2014 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, ¶3.12.**

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

Name of Jurisdiction:  Central Marin Police Authority
Name of Authorized Agent:  Todd Cusimano, Chief of Police
Address:  250 Doherty Drive
City:  Larkspur    State: CA    Zip Code: 94939
Telephone Number:  (415) 927-5150
Fax Number:  (415) 927-5167
E-Mail Address:  t cusimano@ central marin police. org

As the duly authorized representative of CMPA (the subrecipient), I certify that CMPA:

1.  Will assure that all allocations and use of funds under this grant will be in accordance with the requirements contained in the FY2014 Homeland Security Grant Program Funding Opportunity Announcement, the California Supplement to the FY2014 Homeland Security Grant Program Funding Opportunity Announcement, and all applicable laws and regulations.

2.  Will assure that use of funds under this grant will support efforts related to providing an integrated mechanism to enhance the coordination of national priority efforts to prepare for, prevent, respond to, and recover from terrorist attacks, major disasters and other emergencies.

3.  Will assure that all allocations and use of funds under this grant will 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 FY2014 Homeland Security Grant Program application. Further, use of FY2014 funds is limited to those investments included in the California FY2014 Investment Justifications submitted to DHS/FEMA and Cal OES and evaluated through the peer review process.

4.  Has the legal authority to apply for Federal assistance and has the institutional, managerial and financial capability to ensure proper planning, management and completion of the grant provided by the U.S. Department of Homeland Security (DHS)/Federal Emergency Management Agency (FEMA) and sub-granted through the State of California, California Governor's Office of Emergency Services (Cal OES) and the Bay Area UASI.

5.  Will assure that grant funds are used for allowable, fair, and reasonable costs only and will not be transferred between grant programs (for example: State Homeland Security Program and Urban Area Security Initiative) or fiscal years.

6.  Will comply with any cost sharing commitments included in the FY2014 Investment Justifications submitted to DHS/FEMA/Cal OES, where applicable.

7.  Will establish a proper accounting system in accordance with generally accepted accounting standards and awarding agency directives.

FY 14 UASI - Central Marin Police Authority  B-1  November 1, 2014

Initials: [Signature]
8. Will give the DHS/FEMA, the General Accounting Office, the Comptroller General of the United States, the Cal OES, the Office of Inspector General, and the Bay Area UASI, through any authorized representatives, access to, and the right to examine, all paper or electronic records, books, and documents related to the award, and will permit access to its facilities, personnel and other individuals and information as may be necessary, as required by DHS/FEMA, Cal OES or the Bay Area UASI, through any authorized representative, with regard to examination of grant-related records, accounts, documents, information and staff.

9. Agrees, and will require any subrecipient, contractor, successor, transferee, and assignee to acknowledge and agree to comply with applicable provisions governing DHS/FEMA access to records, accounts, documents, information, facilities, and staff.

   a. Subrecipients must cooperate with any compliance review or complaint investigation conducted by DHS/FEMA or Cal OES.

   b. Subrecipients must give DHS/FEMA, Cal OES and the Bay Area UASI access to and the right to examine and copy records, accounts, and other documents and sources of information related to the grant and permit access to facilities, personnel, and other individuals and information as may be necessary, as required by DHS/FEMA, Cal OES and Bay Area UASI program guidance, requirements, and applicable laws.

   c. Subrecipients must comply with all other special reporting, data collection, and evaluation requirements, as prescribed by law or detailed in program guidance, and subrecipients must submit timely, complete, and accurate reports to the appropriate DHS/FEMA officials and maintain appropriate backup documentation to support the reports.

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

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

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

10. Will comply with any other special reporting, assessments, national evaluation efforts, or information or data collection requests, including, but not limited to, the provision of any information required for the assessment or evaluation of any activities within this agreement, or detailed in the program guidance.

11. Agrees that, subject to Section 12, below, funds utilized to establish or enhance State and Local fusion centers must support the development of a statewide fusion process that corresponds with the Global Justice/Homeland Security Advisory Council (HSAC) Fusion Center Guidelines, follow
the Federal and State approved privacy policies, and achieve (at a minimum) the baseline level of capability as defined by the Fusion Capability Planning Tool.

12. Understands that a hold is in place on Fusion Center activities and the subrecipient is prohibited from obligating, expending, or drawing down HSGP – UASI funds in support of their State and/or Major Urban Area Fusion Center. Cal OES will notify the Bay Area UASI in writing when DHS/FEMA has lifted the hold.

13. Will initiate and complete the work within the applicable timeframe (Bay Area UASI subgrantee performance period), in accordance with grant award terms and requirements, after receipt of approval from Cal OES and will maintain procedures to minimize the amount of time elapsing between the award of funds and the disbursement of funds.

14. Will provide timely, complete and accurate progress reports, and maintain appropriate support documentation to support the reports, and other such information as may be required by the awarding agency, including the Initial Strategy Implementation Plan (ISIP), within 45 (forty-five) days of the award, and update these reports and related documentation via the Grant Reporting Tool (GRT) twice each year.

15. Will provide timely notifications to Cal OES and the Bay Area UASI of any developments that have a significant impact on award-supported activities, including changes to key program staff.

16. Agrees to be non-delinquent in the repayment of any Federal debt. Examples of relevant debt include delinquent payroll and other taxes, audit disallowances, and benefit overpayments. See OMB Circular A-129 and form SF-424B, item number 17 for additional information and guidance.

17. Will comply with the requirements of 31 U.S.C. § 3729, which sets forth that no subgrantee, recipient or subrecipient of federal payments, shall submit a false claim for payment, reimbursement, or advance. Administrative remedies may be found at 38 U.S.C. §§ 3801-3812, addressing false claims and statements made.

18. Will comply with all applicable provisions of DHS/FEMA’s regulations, including Title 44 of the Code of Federal Regulations, Part 13, Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments, including the payment of interest earned on advances.

19. Will comply with the Office of Management and Budget (OMB) Circular A-102, Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments (also known as the “A-102 Common Rule”), which requirements are also located within DHS regulations at Title 44, Code of Federal Regulations (CFR), Part 13, "Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments"; and will comply with OMB Circular A-110, "Uniform Administrative Requirements for Grants and Agreements with Institutions of Higher Education, Hospitals, and Other Non-Profit Organizations" (see 2 CFR Part 215).

for Non-Profit Organizations" (see 2 CFR Part 230); and OMB Circular A-133, "Audits of States, Local Governments and Non-Profit Organizations."

21. Will comply with all provisions of the Federal Acquisition Regulations, including, but not limited, to 48 CFR Part 31.2, "Contract Cost Principles and Procedures, Contracts with Commercial Organizations."

22. Will comply with provisions of the Hatch Act (5 U.S.C. §§ 1501-1508 and 7324-7328), which limits the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.

23. Will establish safeguards to prohibit employees from using their positions for a purpose that constitutes, or presents the appearance of, personal or organizational conflict of interest, or personal gain for themselves or others, particularly those with whom they have family, business, or other connections.

24. Understands and agrees that Federal funds will not be used, directly or indirectly, to support the enactment, repeal, modification or adoption of any law, regulation, or policy, at any level of government, without the express prior written approval from DHS/FEMA and Cal OES.

25. Will comply with all applicable lobbying prohibitions and laws, including those found at 31 U.S.C. § 1352, and agrees that none of the funds provided under this award may be expended by the subrecipient to pay any person to influence, or attempt to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with any Federal action concerning the award or renewal of any Federal contract, grant, loan, or cooperative agreement.

26. Agrees that, to the extent contractors or subcontractors are utilized, will use small, minority-owned, women-owned, or disadvantaged businesses, to the extent practicable.

27. Will comply with Title 2 of the Code of Federal Regulations, Part 225, Appendix A, paragraph (C)(3)(c), which provides that any cost allocable to a particular Federal award or cost objective under the principles provided for in this authority may not be charged to other Federal awards to overcome fund deficiencies.

28. Will ensure that Federal funds do not replace (supplant) funds that have been budgeted for the same purpose through non-Federal sources. Subgrantees and subrecipients may be required to demonstrate and document that a reduction in non-Federal resources occurred for reasons other than the receipt or expected receipt of Federal funds.

29. Will comply, if applicable, with the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. § 4801 et seq.), which prohibits the use of lead-based paint in construction or rehabilitation of structures.

30. Will comply with all federal and state laws and regulations relating to civil rights protections and nondiscrimination. These laws and regulations include, but are not limited to:

a. Title VI of the Civil Rights Act of 1964, Public Law 88-352, (42 U.S.C. § 2000d et seq.), codified at 6 CFR Part 21 and 44 CFR Part 7, which provides that no person in the United States will, on the grounds of race, color, or national origin, be excluded from participation
in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance.


c. The Americans with Disabilities Act, as amended, which prohibits recipients and subrecipients from discriminating on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. § 12101 et seq.).

d. The Age Discrimination Act of 1975, as amended (42 U.S.C. §§ 6101 et seq.), which prohibits discrimination on the basis of age in any program or activity receiving Federal financial assistance.

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

h. Title VIII of the Civil Rights Act of 1968 (42 U.S.C. § 3601 et seq., as implemented by 24 CFR Part 100), as amended, relating to nondiscrimination in the sale, rental and financing of housing.

i. Title 44 of the Code of Federal Regulations (CFR) Parts 7, 16, and 19, relating to nondiscrimination.

j. The requirements of any other nondiscrimination provisions in the specific statute(s) under which the application for Federal assistance is being made and any other applicable statutes.

k. The requirements of Section 504 of the Rehabilitation Act of 1973, 29 U.S.C. § 794, as amended, which provides that no otherwise qualified individual with a disability in the United States will, solely by reason of the disability, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance. These requirements pertain to the provision of benefits or services as well as to employment.

l. Will, in the event that a Federal or State court or Federal or State administrative agency makes a finding of discrimination after a due process hearing on the grounds of race, color, religion, national origin, gender, or disability against a subrecipient of funds, the subrecipient will forward a copy of the finding to the Office of Civil Rights, Office of Justice Programs.
m. Will provide an Equal Employment Opportunity Plan, if applicable, to the Department of Justice Office of Civil Rights within 60 days of grant award.

n. Will comply, and assure the compliance of all contractors with the nondiscrimination requirements and all other provisions of the current edition of the Office of Justice Programs Financial and Administrative Guide for Grants, M7100.1.

31. Will comply with the requirements of Titles II and III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (42 U.S.C. § 4601 et seq. [P.L. 91-646]), which provide for fair and equitable treatment of persons displaced or whose property is acquired as a result of Federal or Federally-assisted programs. These requirements apply to all interests in real property acquired for project purposes, regardless of Federal participation in purchases. Will also comply with Title 44 CFR, Part 25, "Uniform Relocation Assistance and Real Property Acquisition for Federal and Federally-Assisted Programs."

32. Will comply with all provisions of 44 CFR Part 10, relating to environmental considerations for FEMA and FEMA-funded projects.

33. Will comply with all applicable Federal, State, and Local environmental and historical preservation (EHP) requirements. Failure to meet Federal, State, and Local EHP requirements and obtain applicable permits may jeopardize Federal funding. Agrees not to undertake any project having the potential to impact EHP resources without the prior written approval of DHS/FEMA and Cal OES, including, but not limited to, ground disturbance, construction, modification to any structure, physical security enhancements, communications towers, any structure over 50 years old, and purchase and/or use of any sonar equipment. The subrecipient must comply with all conditions and restrictions placed on the project as a result of the EHP review. Any construction-related activities initiated without the necessary EHP review and approval will result in a noncompliance finding, and may not be eligible for reimbursement with DHS/FEMA and Cal OES funding. Any change to the scope of work will require re-evaluation of compliance with the EHP. If ground-disturbing activities occur during the project implementation, the subrecipient must ensure monitoring of the disturbance. If any potential archeological resources are discovered, the subrecipient will immediately cease activity in that area and notify DHS/FEMA and Cal OES and the appropriate State Historic Preservation Office.

34. Agrees that any construction activities that have been initiated prior to the full environmental and historic preservation review could result in a non-compliance finding. Subrecipients must complete the DHS EHP Screening Form (OMB Number 1660-0115/FEMA Form 024-0-01) and submit it, with all supporting documentation, to their Cal OES program representative, for processing by the DHS GPD EHP.

35. Agrees that subrecipients should submit the FEMA EHP Screening Form for each project, where applicable, as soon as possible upon receiving their grant award. The Screening Form for these types of projects is available at:

36. Will ensure that the facilities under its ownership, lease or supervision, which shall be utilized in the accomplishment of this project, are not on the Environmental Protection Agency's (EPA's) List of Violating Facilities, and will notify Cal OES and DHS/FEMA of the receipt of any communication from the Director of the EPA Office of Federal Activities indicating if a facility to be used in the project is under consideration for listing by the EPA.
37. Will provide any information requested by DHS/FEMA and Cal OES to ensure compliance with applicable laws including, but not limited to, the following:

   a. Institution of environmental quality control measures under the Archaeological and Historic Preservation Act, Endangered Species Act, and Executive Orders on Floodplains (11988), and Environmental Justice (Executive Order (E.O.) 12898) and Environmental Quality (E.O. 11514).

   b. Notification of violating facilities pursuant to E.O. 11738.

   c. Assurance of project consistency with the approved state management program developed under the Coastal Zone Management Act of 1972 (16 U.S.C. § 1451 et seq.).


   g. Applicable provisions of the Coastal Barrier Resources Act (P.L. 97-348) dated October 19, 1982 (16 USC § 3501 et seq.), which prohibits the expenditure of most new Federal funds within the units of the Coastal Barrier Resources System.

38. Will comply with Standardized Emergency Management System (SEMS) requirements stated in the California Emergency Services Act (Cal. Govt. Code § 8607.1(e)) and CCR Title 19, §§ 2445, 2446, 2447, and 2448.

39. Agrees that subrecipients collecting Personally Identifiable Information (PII) must have a publicly-available privacy policy that describes what PII they collect, how they plan to use the PII, whether they share PII with third parties, and how individuals may have their PII corrected where appropriate. Subrecipients may also find DHS Privacy Impact Assessments, guidance and templates online at http://www.dhs.gov/xlibrary/assets/privacy/privacy_pia_guidance_june2010.pdf and at http://www.dhs.gov/xlibrary/assets/privacy/privacy_pia_template.pdf, respectively.

40. Agrees that any subrecipient carrying out DHS/FEMA-funded project activities outside the United States must coordinate as necessary with appropriate government authorities and obtain appropriate licenses, permits, and approvals.


42. Will comply with the Preference for U.S. Flag Air Carriers (air carriers holding certificates under 49 U.S.C. § 41102) for international air transportation of people and property to the extent that such service is available, in accordance with the International Air Transportation Fair Competitive

43. 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 subrecipient 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.”

44. Acknowledges that: DHS reserves a royalty-free, nonexclusive, and irrevocable license to reproduce, publish, or otherwise use, and authorize others to use, for Federal government purposes: a) the copyright in any work developed under an award or sub-award; and b) any rights of copyright to which a subrecipient purchases ownership with Federal support. The subrecipient must affix the applicable copyright notices of 17 U.S.C. section 401 or 402 and an acknowledgement of Government sponsorship (including award number) to any work first produced under Federal financial assistance awards, unless the work includes any information that is otherwise controlled by the Government (e.g., classified information or other information subject to national security or export control laws or regulations). The subrecipient agrees to consult with DHS/FEMA and Cal OES regarding the allocation of any patent rights that arise from, or are purchased with, this funding.

45. Agrees that as a condition of receiving Federal financial assistance to perform eligible work under the award, subrecipient agrees to the following:

   a. Subrecipient shall promptly return to the State of California all funds received which exceed the approved, actual expenditures as determined by the Federal or State government.

   b. In the event the approved amount of the grant is reduced, subrecipient shall promptly refund to the State of California the amount of the reduction.

   c. Property and equipment purchased under the HSGP reverts to Cal OES if the grant funds are deobligated or disallowed and not promptly repaid.

   d. Following the deobigation or disallowment of costs, subrecipient must promptly repay to Cal OES any HSGP funds used for the improvement of real property, and Cal OES reserves the right to place a lien on the property for the amount owed.

   e. Subrecipient shall separately account for interest earned on grant funds, and will return all interest earned in excess of $100 per Federal Fiscal Year.

46. Understands that subrecipients who receive awards for emergency communication equipment and related activities must comply with the SAFECOM Guidance for Emergency Communication Grants, including provisions on technical standards that ensure and enhance interoperable communications.
47. 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.), relating to the care, handling, and treatment of warm-blooded animals held for research, teaching, or other activities supported by this award of assistance.

48. 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.

49. Agrees that "Classified national security information," as defined in E.O. 12958, as amended or updated via later executive order(s), means information that has been determined pursuant to E.O. 12958 to require protection against unauthorized disclosure and is marked to indicate its classified status when in documentary form. No funding under this award shall be used to support a contract, subaward, or other agreement for goods or services that will include access to classified national security information if the subrecipient has not been approved for and granted access to such information by appropriate authorities.

50. Agrees that where a subrecipient has been approved for and has access to classified national security information, no funding under this award shall be used to support a contract, subaward, or other agreement for goods or services that will include access to such classified national security information by the subrecipient, its contractor or other entity without prior written approval from the DHS Office of Security, Industrial Security Program Branch (ISPB), or an appropriate official within the Federal department or agency with whom the classified effort will be performed. Such contracts, subawards, or other agreements shall be processed and administered in accordance with: the DHS "Standard Operating Procedures, Classified Contracting by States and Local Entities," dated July 7, 2008; E.O.s 12829, 12958, and 12968, and other applicable executive orders; the National Industrial Security Program Operating Manual (NISPOM); and any other applicable implementing directives or instructions. Security requirement documents may be located at: http://www.dhs.gov/xopnbiz/grants/index.shtm

51. Agrees that immediately upon determination by the subrecipient that funding under this award may be used to support a contract or other agreement involving access to classified national security information pursuant to paragraph 49, and prior to execution of any actions to facilitate the acquisition of such a contract or other agreement, the subrecipient shall contact ISPB, and the applicable Federal department or agency, for approval and processing instructions.

DHS Office of Security ISPB contact information:

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

52. Will comply with the requirements regarding Data Universal Numbering System (DUNS) numbers. Subrecipients must have a DUNS number. For purposes of this award term, the following definitions will apply:

a. "Data Universal Numbering System (DUNS)" number means the nine-digit number established and assigned by Dun and Bradstreet, Inc. (D&B) to uniquely identify business...
entities. A DUNS number may be obtained from D&B by telephone (currently 866-705-5711) or the Internet, currently at http://fedgov.dnb.com/webform.

b. "Entity", as it is used in this award term, means all of the following, as defined at 2 CFR Part 25, subpart C, as a Governmental Organization, which is: a State, local government, or Indian Tribe; a foreign public entity; a domestic or foreign nonprofit organization; a domestic or foreign for-profit organization; or, a Federal agency (but only as a subrecipient under an award or subaward to a non-Federal entity).

c. "Subaward" means a legal instrument to provide support for the performance of any portion of the substantive project or program for which the subrecipient received the award. It does not include the subrecipient’s procurement of property and services needed to carry out the project or program (for further explanation, see section 210 of the attachment to OMB Circular A-133, “Audits of States, Local Governments, and Non-Profit Organizations”) and may be provided through any legal agreement, including an agreement that is considered a contract.


54. Agrees that equipment acquired or obtained by subrecipient 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 subrecipient, 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; and,

b. Is consistent with needs as identified in the State Homeland Security Strategy and will be deployed in conformance with that Strategy.

55. Will comply with Homeland Security Presidential Directive 5, "Management of Domestic Incidents." The adoption of the National Incident Management System (NIMS) is a requirement to receive Federal preparedness assistance, through grants, contracts, and other activities. NIMS provides a consistent nationwide template to enable all levels of government, tribal nations, nongovernmental organizations, and private sector partners to work together to prevent, protect against, respond to, recover from, and mitigate the effects of incidents, regardless of cause, size, location, or complexity.

56. Will comply with OMB Standard Form 424B, "Assurances – Non-Construction Programs," under which the awarding agency may require subrecipients to certify to additional assurances.

57. Will not make any award or permit any contract to any party if that party has been debarred, suspended, or otherwise excluded from or ineligible for participation in Federal assistance programs under E.O. 12549 and E.O. 12689, “Debarment and Suspension.” E.O. 12549, 44 CFR Part 17, requires recipients of awards of Federal assistance to protect the public against waste,
fraud and abuse by debarring or suspending those persons deemed irresponsible in their dealings with the Federal government. Subrecipient certifies that it and its principals:

a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, sentenced to a denial of Federal benefits by a State or Federal court, or voluntarily excluded from covered transactions by any Federal department or agency.

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

c. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or Local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and have not within a three-year period preceding this award had one or more public transactions (Federal, State, or Local) terminated for cause or default; and

Where the subrecipient is unable to certify to any of the statements in this certification, it shall submit a written explanation to the Bay Area UASI.

58. Will comply with requirements to acknowledge Federal funding when issuing statements, press releases, requests for proposals, bid invitations, and other documents describing projects or programs funded in whole or in part with Federal funds.

59. Will obtain, via Cal OES, the prior approval from DHS for any use of the DHS seal(s), logos, crests or reproductions of flags or likenesses of DHS agency officials, including use of the United States Coast Guard seal, logo, crests or reproductions of flags or likenesses of Coast Guard officials.

60. Will comply with the requirements of the Drug-Free Workplace Act of 1988 (41 U.S.C. § 701 et seq.), which requires that all organizations receiving grants from any Federal agency agree to maintain a drug-free workplace. The subrecipient must notify the awarding office if an employee of the subrecipient is convicted of violating a criminal drug statute. Failure to comply with these requirements may be cause for debarment. These regulations are codified at 2 CFR 3001.

61. Will comply with the requirements of the government-wide award term which implements Section 106(g) of the Trafficking Victims Protection Act (TVPA) of 2000, as amended (22 U.S.C. § 7104), located at 2 CFR Part 175. This award term is implemented in accordance with OMB Interim Final Guidance, Federal Register, Volume 72, No. 218, November 13, 2007, and in accordance with Section 106(g) of the TVPA, as amended, which requires the Federal agency making the award to include a condition that authorizes the agency to terminate the award, without penalty, if the recipient or a subrecipient engages in severe forms of trafficking in persons during the period of time that the award is in effect, procures a commercial sex act during the period of time that the award is in effect, or uses forced labor in the performance of the award or subawards under the award. Full text of the award term is provided at 2 CFR Part 175.15.

62. Will comply with Title VI of the Civil Rights Act of 1964 prohibition against discrimination on the basis of national origin, which requires that recipients and subrecipients of Federal financial
assistance take reasonable steps to provide meaningful access to their programs and services. "Meaningful access" may entail providing language assistance services, including oral and written translation, where necessary. Subrecipients are encouraged to consider the need for language services for Limited English Proficiency (LEP) persons both in developing budgets and in conducting programs and activities. Subrecipient shall comply with “DHS Guidance to Federal Financial Assistance Recipients Regarding Title VI Prohibition Against National Origin Discrimination Affecting Limited English Proficient Persons,” 76 Fed. Reg. 21755-21768 (April 18, 2011), implementing E.O. 13166. For assistance and information regarding LEP obligations, refer to DHS Recipient Guidance at https://www.dhs.gov/guidance-published-help-department-supported-organizations-provide-meaningful-access-people-limited and additional resources on http://www.lep.gov.

63. Will comply with the requirements of 42 U.S.C. § 7401 et seq. and E.O. 11738, which provide for the protection and enhancement of the quality of the nation’s air resources to promote public health and welfare and for restoring and maintaining the chemical, physical, and biological integrity of the nation's waters.

64. Will comply with the requirements of 45 CFR Part 46 and DHS Management Directive 026-04, "Protection of Human Subjects," before starting any work with human subjects. The regulations specify additional protections for research involving human fetuses, pregnant women, and neonates (Subpart B), prisoners (Subpart C), and children (Subpart D). The use of autopsy materials is governed by applicable State and local law and is not directly regulated by 45 CFR Part 46.

65. Will comply with the requirements of the National Environmental Policy Act (NEPA) (42 U.S.C. § 4331 et seq.), as amended, which establishes national policy goals and procedures to protect and enhance the environment, including protection against natural disasters. To comply with NEPA for its grant-supported activities, DHS requires the environmental aspects of construction grants (and certain non-construction projects as specified by the Component and awarding office) to be reviewed and evaluated before final action on the application.

66. Will comply with the requirements of section 1306(c) of the National Flood Insurance Act, as amended, which provides for benefit payments under the Standard Flood Insurance Policy for demolition or relocation of a structure insured under the Act that is located along the shore of a lake or other body of water and that is certified by an appropriate State or Local land use authority to be subject to imminent collapse or subsidence as a result of erosion or undermining caused by waves or currents of water exceeding anticipated cyclical levels. These regulations are codified at 44 CFR Part 63.

67. Will comply with the requirements of the Flood Disaster Protection Act of 1973 (42 U.S.C. § 4001 et seq.), as amended, which provides that no Federal agency shall provide financial assistance to acquire, modernize, or construct property in identified flood-prone communities unless the community participates in the National Flood Insurance Program and flood insurance is purchased within one year of the identification. The flood insurance purchase requirement applies to both public and private applicants for DHS support. Lists of flood-prone areas that are eligible for flood insurance are published in the Federal Register by FEMA.

68. Will comply with the requirements of E.O. 11990, which provides that Federally-funded construction and improvements must minimize the destruction, loss, or degradation of wetlands. The Executive Order provides that, in furtherance of section 101(b)(3) of NEPA (42 U.S.C. § 4331(b)(3)), Federal
agencies, to the extent permitted by law, must avoid undertaking or assisting with new construction located in wetlands unless the head of the agency finds that there is no practicable alternative to such construction, and that the proposed action includes all practicable measures to minimize harm to wetlands that may result from such use. In making this finding, the head of the agency may take into account economic, environmental, and other pertinent factors. The public disclosure requirement described above also pertains to early public review of any plans or proposals for new construction in wetlands. This requirement is codified at 44 CFR Part 9.

69. Will comply with the requirements of the “Uniting and Strengthening America by Providing Appropriate Tools Required to Intercept and Obstruct Terrorism Act (USA PATRIOT Act),” which amends 18 U.S.C. §§ 175-175c. Among other things, the Act prescribes criminal penalties for possession of any biological agent, toxin, or delivery system of a type or in a quantity that is not reasonably justified by a prophylactic, protective, bona fide research, or other peaceful purpose. The Act also establishes restrictions on access to specified materials. "Restricted persons," as defined by the Act, may not possess, ship, transport, or receive any biological agent or toxin that is listed as a select agent.

70. Will comply with provisions of the "Federal Funding Accountability and Transparency Act (FFATA)" (P.L. 109-282), as amended by Section 6202(a) of the Government Funding Transparency Act of 2008 (P.L. 110-252), which require full disclosure to the public of entities or organizations receiving federal funds. As defined by the Office of Management and Budget, all new Federal awards of $25,000 or more as of October 1, 2010, are subject to FFATA reporting requirements. The Transparency Act definition of "Federal awards" includes not only prime awards for grantees, cooperators, and contractors, but also awards to sub-recipients. If applicable, subrecipient must provide the following information on subrecipient letterhead within 30 days of receipt of this Agreement.

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

b. The Total compensation and names of the top five executives if:
i. 80% or more of annual gross revenues are from Federal awards (contracts, subcontracts and Federal financial assistance), and $25,000,000 or more in annual gross revenues from Federal awards; and,

ii. Compensation information is not already available through reporting to the Securities and Exchange Commission.

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

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

Signature of Authorized Agent: ________________________________

Printed Name of Authorized Agent: ________________________________

Title: Police Chief ________________________________ Date: 11/14/14
Appendix C -- Form of Reimbursement Request

REIMBURSEMENT REQUEST

_ __, 2015

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

Re: FY 14 UASI Grant Reimbursement Request

Pursuant to Section 3.10 of the "Agreement between the City and County of San Francisco and the Central Marin Police Authority for the Distribution of FY 2014 UASI Grant Funds" (the "Agreement"), dated NOVEMBER 1, 2014, between the Central Marin Police Authority ("CMPA") and the City and County of San Francisco, CMPA 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:  $____________

CMPA certifies that:

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

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

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

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

Signature of Authorized Agent: ____________________________

Printed Name of Authorized Agent: ____________________________

Title: ____________________________ Date: ____________________________
# SCHEDULE 1 TO REQUEST FOR REIMBURSEMENT

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

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

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

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

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

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

### Exercise:
- [ ] Invoice
- [ ] Cleared Check Payment
- [ ] After Action Report
- [ ] EHP Approval
- [ ] Overtime Authorization

For inquiries/questions, please contact:

_________________________ Phone #: __________________________ Email: __________________________

Print Name

FY 14 UASI – Central Marin Police Authority C-3 November 1, 2014