



DATE: July 6, 2011

TO: Honorable Mayor and City Councilmembers

FROM: Police Department

SUBJECT: **RESOLUTION APPROVING A PURCHASE ORDER NOT TO EXCEED \$250,000 FOR THE PURCHASE OF AN ARMORED VEHICLE; APPROVING THE USE OF FEDERAL ASSET SEIZURE FUNDS; APPROPRIATING FUNDS FROM THE FEDERAL ASSET SEIZURE FUND TO THE POLICE DEPARTMENT; ACCEPTING REIMBURSEMENT FROM THE DEPARTMENT OF HOMELAND SECURITY URBAN AREA SECURITY INITIATIVE FY 2010 TO BE DEPOSITED IN THE FEDERAL ASSET SEIZURE FUND; AND APPROVING PARTICIPATION IN A MEMORANDUM OF UNDERSTANDING WITH THE SAN DIEGO OFFICE OF HOMELAND SECURITY**

SYNOPSIS

Staff and the Police and Fire Commission recommend that the City Council adopt a resolution approving a purchase order not to exceed \$250,000 for the purchase of an armored vehicle; approving the use of the Federal Asset Seizure Funds; appropriating funds from the Federal Asset Seizure Fund to the Police Department; accepting reimbursement from The Department of Homeland Security Urban Area Initiative FY 2010 to be deposited in the Federal Asset Seizure Fund; and approving participation in a Memorandum of Understanding with the San Diego Office of Homeland Security.

BACKGROUND

In 2010, the Oceanside Police Department participated in the Urban Area Security Initiative (UASI) Grant Panel that made recommendations for the distribution of grant monies that were congruent with the focus of the Department of Homeland Security (DHS). One of the areas of focus of the grant monies for Fiscal Year 2009-2010 was Critical Infrastructure and Key Resource (CIKR) Protection. Along these lines it was determined that the acquisition of Armored Vehicles with NIJ Level 4 Armor and capable of transporting SWAT Team members equipped with Chemical, Biological, Radioactive, Nuclear and Enhanced (CBRNE) gear into a Critical or CBRNE area was necessary to achieve this goal.

The UASI Grant Panel collectively determined the locations for the storage and maintenance of these vehicles to best optimize the deployment of this asset within the San Diego County Region. Based upon current armored vehicles in San Diego County and the response times associated with their location of housing, Oceanside and

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Escondido were determined to be the best locations available. Lenco BearCat vehicles are currently in inventory in San Diego County: one possessed by the San Diego Sheriff's Department and one possessed by the San Diego Police Department. The Chula Vista Police Department is in the process of obtaining a BearCat using Operation Stonegarden Grant funding. The Escondido Police Department and the Carlsbad Police Department are in the process of obtaining BearCat's using UASI funding. The addition of a BearCat at the Oceanside Police Department would be an addition to the standardized platform used throughout the region and would enhance interoperability between allied agencies.

The City of Oceanside borders USMC Camp Pendleton. Camp Pendleton is the largest USMC Base on the west coast with a significant portion of personnel being stationed there. This fact alone makes this location and areas bordering it legitimate terrorist targets.

Oceanside is located along the Interstate 5 and State Route 78 corridors. Housing and maintaining this equipment in Oceanside would provide for the ready access and deployment of this resource in times of need in the northwestern areas of San Diego County. Escondido is located along the Interstate 15 and State Route 78 corridors. This allows for the rapid response and deployment of this resource in the northeastern area of the San Diego County Region.

This purchase is being made jointly with the City of Escondido which is facilitating the purchase of a Lenco BearCat using UASI Grant funding. The City Council of the City of Escondido approved the purchase of their vehicle associated with the UASI Grant on April 13, 2011.

ANALYSIS

The UASI Grant FY 09-10 lists the need for physical security in the San Diego region in order to limit potential targets in this area and to enhance the safety of first responders already tasked to respond to these situations. An armored vehicle provides a safer platform for first responders to operate in highly hazardous situations.

This grant was approved with a specific vendor and model in mind: The BearCat manufactured by Lenco Armored Vehicles. This was determined because this vendor is the industry leader in the manufacture and design of armored vehicles. Moreover there is not currently a manufacturer that makes a vehicle with the equivalent capabilities of the BearCat.

Specifically, Lenco Armored Vehicles employs proprietary processes in the design and manufacture of the BearCat to provide a superior ballistic performance at a lighter weight than any competitive vehicles. Lenco employs a patented, zero gravity counter balance roof hatch system that enhances operator safety and security. Lenco has developed secret engineering processes to offer a turning radius of 17'8", shorter than the overall length of the vehicle. Lenco uses proprietary processes to modify the vehicle chassis to

re-distribute the armor, chassis and occupant weights proportionately between front and rear axles.

The City of Oceanside will be responsible for the annual maintenance and operation costs for this vehicle which are estimated to be \$2,659.

The current vehicle used by the Police Department for critical incident response is a twenty-year-old decommissioned, re-purposed armored truck that was previously used to transport money. This vehicle is not purpose-built and has armor capabilities that are significantly less substantial than the Lenco BearCat. The BearCat is a purpose-built vehicle for the safe and efficient transportation of personnel into hazardous situations. Moreover this vehicle provides a safe operational platform in the response to hostile gunfire and the rescue of injured and uninjured persons in areas that are not rendered safe from additional aggressive actions on the part of suspects.

The Lenco BearCat does not require a specialized license to operate. Any individual possessing a California Class C License or equivalent may legally operate this vehicle.

The City of Oceanside will also be required to maintain a Regional Communications System (RCS) compatible radio in the BearCat. This is to ensure interoperability with other regional assets and agencies. The acquisition and installation cost for an RCS compatible radio is \$3,800. This cost will be reimbursed through UASI Grant Funding. In addition to the cost of purchase and installation of the radio, there is a \$26.50 monthly cost associated with the operation of this radio. This fee will need to be paid by the agency that is responsible for the maintenance and upkeep of the BearCat, in this case the City of Oceanside.

The City of Oceanside is responsible for insuring this vehicle while it is in its care. Since the City is a self-insured entity, this will not incur additional costs.

The commitment to the maintenance and care of this vehicle will be for the duration of time not to exceed the serviceable lifetime of the vehicle or until the City of Oceanside no longer has the desire to continue to house and maintain the vehicle. This vehicle, if properly housed and maintained, can have an operational life of over 10 years.

Once the City of Oceanside no longer has a desire for the responsibility of vehicle ownership, one of three things will happen with the property. If the vehicle is still useful, it will be transferred to another jurisdiction willing to maintain and house it. If the vehicle is still useful, it could be remanded to a training facility or a cache for use in training or exercises. If the vehicle has exceeded its usefulness/service life the grant governing body or agent could then check with the state to gain permission to sell or dispose of the vehicle.

Once the City of Oceanside accepts this vehicle, it is committing to respond and staff this vehicle in the County of San Diego when requested. Additionally, this vehicle is subject to California Mutual Aid procedures and can be called upon for use outside San Diego

County. The City of Oceanside retains the option of releasing this vehicle for mutual aid when requested or may retain it if there were a more critical need within the City at the time of request.

The City of Oceanside is registered with the U.S. Government Services Administration. This registration provides the City with the most competitive pricing available for specific government purchases. This satisfies the need for the competitive bidding process as required by the City of Oceanside.

The Asset Seizure Fund account is restricted in its use, however, an armored vehicle falls within the category of allowable purchases. The armored vehicle is a critical resource when responding to critical tactical incidents. It will serve to support critical incident management and response, which includes pre-positioning apparatus that will be used to facilitate recovery efforts from major critical incidents.

FISCAL IMPACT

There are sufficient funds in the Police Department Asset Seizure Fund 204 to purchase the armored vehicle. \$250,000 will be appropriated to the Fiscal Year (FY) 2011-2012 Asset Seizure Fund capital outlay account OPD Admin 500502204.5704. Once the armored vehicle has been received, the Police Department will seek reimbursement of the expense from the City of San Diego Office of Homeland Security FY2010 Homeland Security Grant Program. The reimbursed funds will be deposited in the Police Department Asset Seizure Fund revenue account 1204.4365.0013.

	Appropriation	Business Unit/Object Code
Expenditure		
Lenco BearCat Armored Vehicle	\$250,000	500502204.5704
Revenue		
Reimbursement	\$250,000	1204.4365.0013

The City of Oceanside will be responsible for maintenance and fuel for the vehicle. The estimated monthly cost is \$221.58 (estimated annual cost \$2,659), based on a three-year average of costs for the armored vehicle currently in the Police Department's inventory. Once the Department has accepted delivery of the vehicle, this amount will be added to the Field Operations fleet budget.

The City of Oceanside will also be required to maintain an RCS compatible radio in the vehicle. The cost of the purchase and installation of the radio is included in the grant. Once the vehicle has been accepted, the monthly fee of \$26.50 will be added to the Field Operations 800 MHz Radio account number 500501101.5440.

INSURANCE REQUIREMENTS

The City of Oceanside is responsible for insuring this vehicle while it is in its care. Since the City is a self-insured entity, this will not incur additional costs.

COMMISSION OR COMMITTEE REPORT

The Police and Fire Commission considered and approved this matter at its regular monthly meeting on June 16, 2011.

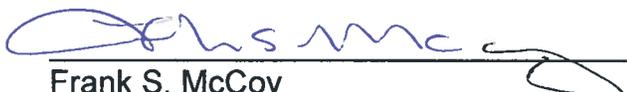
CITY ATTORNEY'S ANALYSIS

The referenced documents have been reviewed by the City Attorney and approved as to form.

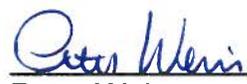
RECOMMENDATION

Staff and the Police and Fire Commission recommend that the City Council adopt a resolution approving a purchase order not to exceed \$250,000 for the purchase of an armored vehicle; approval of the use of the Federal Asset Seizure Funds; appropriation of funds from the Federal Asset Seizure Fund to the Police Department; approval to accept reimbursement from The Department of Homeland Security Urban Area Initiative FY 2010 to be deposited in the Federal Asset Seizure Fund; and to accept participation in a Memorandum of Understanding with the San Diego Office of Homeland Security.

PREPARED BY:


Frank S. McCoy
Police Chief

SUBMITTED BY:


Peter Weiss
City Manager

REVIEWED BY:

Michelle Skaggs Lawrence, Deputy City Manager
Teri Ferro, Financial Services Director
Jeff Hart, Fleet Supervisor





ATTACHMENTS

Attachment A – Resolution
Attachment B – Memorandum of Understanding

1 RESOLUTION NO.

2 RESOLUTION APPROVING A PURCHASE ORDER NOT TO
3 EXCEED \$250,000 FOR THE PURCHASE OF AN ARMORED
4 VEHICLE; APPROVING THE USE OF FEDERAL ASSET
5 SEIZURE FUNDS; APPROPRIATING FUNDS FROM THE
6 FEDERAL ASSET SEIZURE FUND TO THE POLICE
7 DEPARTMENT; ACCEPTING REIMBURSEMENT FROM
8 THE DEPARTMENT OF HOMELAND SECURITY URBAN
9 AREA SECURITY INITIATIVE FY 2010 TO BE DEPOSITED IN
10 THE FEDERAL ASSET SEIZURE FUND; AND APPROVING
11 PARTICIPATION IN A MEMORANDUM OF
12 UNDERSTANDING WITH THE SAN DIEGO OFFICE OF
13 HOMELAND SECURITY

14 WHEREAS, the San Diego Office of Homeland Security was awarded funding from the
15 Department of Homeland Urban Area Security Initiative (UASI) Grant for equipment to
16 improve the protection of critical infrastructure and key resources;

17 WHEREAS, the San Diego Urban Area Security Initiative Grant Panel determined the
18 City of Oceanside is the proper location for an armored vehicle to improve the physical security
19 and safety of first responders to critical incidents; and

20 WHEREAS, the City of Oceanside desires to purchase an armored vehicle with UASI
21 grant funds;

22 NOW, THEREFORE, the City Council of the City of Oceanside does resolve as follows:

23 SECTION 1. To approve a purchase order not to exceed \$250,000 for the purchase of
24 an armored vehicle.

25 SECTION 2. To approve the use of Federal Asset Seizure Funds, to appropriate Federal
26 Asset Seizure funds to the Police Department, and to accept reimbursement from the
27 Department of Homeland Security Urban Area Security Initiative FY 2010 to be deposited in
28 the Federal Asset Seizure fund.

SECTION 3. To approve a memorandum of understanding with the San Diego Office of
Homeland Security for the purpose of purchasing of an armored vehicle.

SECTION 4. To authorize the City Manager or his designees to sign and execute all
documents required by the Department of Homeland Security, the State of California, and the
San Diego Office of Homeland Security.

1 PASSED AND ADOPTED by the City Council of the City of Oceanside, California,
2 this _____ day of _____, 2011 by the following vote:

3 AYES:

4 NAYS:

5 ABSENT:

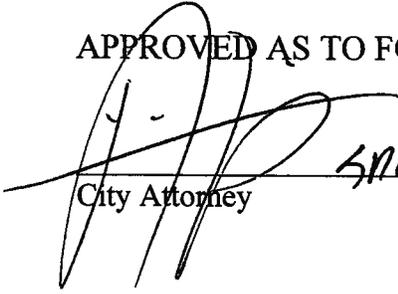
6 ABSTAIN:

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9 _____
MAYOR OF THE CITY OF OCEANSIDE

10 ATTEST:

APPROVED AS TO FORM:

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12 _____
13 City Clerk

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City Attorney *SNCA*

RESOLUTION APPROVING A PURCHASE ORDER NOT TO EXCEED \$250,000 FOR THE PURCHASE OF AN ARMORED VEHICLE; APPROVING THE USE OF FEDERAL ASSET SEIZURE FUNDS; APPROPRIATING FUNDS FROM THE FEDERAL ASSET SEIZURE FUND TO THE POLICE DEPARTMENT; ACCEPTING REIMBURSEMENT FROM THE DEPARTMENT OF HOMELAND SECURITY URBAN AREA SECURITY INITIATIVE FY 2010 TO BE DEPOSITED IN THE FEDERAL ASSET SEIZURE FUND; AND APPROVING PARTICIPATION IN A MEMORANDUM OF UNDERSTANDING WITH THE SAN DIEGO OFFICE OF HOMELAND SECURITY

**MEMORANDUM OF UNDERSTANDING
BETWEEN THE CITY OF SAN DIEGO OFFICE OF HOMELAND SECURITY
AND THE _____
REGARDING FY 09 URBAN AREA SECURITY INITIATIVE (UASI) GRANT
FUNDING**

THIS MEMORANDUM OF UNDERSTANDING (MOU) is effective _____,
(effective date to be complete by City of San Diego City Attorney's Office)
20___, between THE CITY OF SAN DIEGO OFFICE OF HOMELAND SECURITY and
_____ under the following terms and conditions:

1. The Participating Agency agrees to comply with the Grant Assurances for Urban Area Security Initiative (**Attachment A**).
2. The Participating Agency agrees to submit a Reimbursement Request Form by the 10th day of each month to request reimbursement for costs incurred in accordance with the UASI grant program guidelines.
3. The Participating Agency agrees to submit at the time of signing of this MOU, and on October 1 of each year thereafter, a verified confirmation of its public safety personnel by category and within the definitions provided in item 3.1 below for each of those categories (**Attachment B**). Public safety personnel shall only be counted in one category and one job classification even if they have multiple disciplines, such as Fire Fighter and Paramedic. The required listing of public safety personnel shall be by job classification from personnel, payroll and/or budgetary records by category in the format below.

- 3.1 Public safety personnel categories and definitions shall be as follows (civilian personnel shall not be counted):

Fire Services (FS) - Personnel at the urban area jurisdiction level who are in personnel classifications which provide services as first responders and meet the Hazmat First Responder Operations level requirements of Title 29 of the Code of Federal Regulations (CFR) Section 1910.120(q) (29CFR section 1910.120(q)) and Title 8 California Code of Regulations (CCR) Section 5192.

Law Enforcement (LE) – Personnel, in accordance with the provisions of California Penal Code Sections 830-832.17, who work for agencies at the local and municipal level with responsibility as sworn law enforcement officers.

Emergency Medical Services (EMS) – Personnel and contractors who, on a full-time or part-time basis serve as first responders, Emergency Medical Technician (EMT) I, II or Paramedic on ground-based and aero-medical services to provide pre-hospital care, through ambulance service,

Memorandum of Understanding - Urban Area Security Initiative Grant Funding

rescue squad, or medical engine company. Personnel must meet the requirements set forth in the California Code of Regulations Title 22. Social Security, Division 9. Pre-hospital Emergency Medical Services Chapter 2, 3 or 4.

HazMat (HZ) – Personnel, full-time or part-time, who identify, characterize, or provide risk assessment, and mitigate/control the release of a hazardous substance or potentially hazardous substance as Hazardous Materials Specialists or Technicians and members of the Hazardous Incident Response Team.

4. The Participating Agency agrees to maintain all documentation supporting all expenditures reimbursed from grant funds, and ensure all expenditures are allowable under grant requirements. Recipients that expend \$500,000 or more of federal funds during their respective fiscal year agree to submit an organization-wide financial and compliance audit report. The audit shall be performed in accordance with the U. S. General Accounting Office Government Auditing Standards and OMB Circular A-133 (Federal Grantor Agency: U. S. Department of Homeland Security; Pass-Through Agency: Office of Homeland Security; Program Title: Public Assistance Grants; Federal CFDA Number: 97.008). The records shall be maintained and retained in accordance with UASI grant requirements and shall be available for audit and inspection by the City and designated grant agent personnel.
5. The Participating Agency agrees that all its expenditures shall be in accordance with the pre-approved expenditure details as submitted to the City and approved by the State of California Office of Homeland Security (CA-OHS) and the U.S. Department of Homeland Security Office of Domestic Preparedness (ODP). Any deviations from the pre-approved list shall be submitted to the City for approval before making such expenditures.
6. The Participating Agency agrees to defend, indemnify, and hold harmless the City, its agents, officers, and employees, from and against all liability arising out of the Participating Agency's acts or omissions under this MOU.
7. The City agrees to defend, indemnify, and hold harmless the Participating Agency, its agents, officers, and employees, from and against all liability arising out of the City's acts or omissions under this MOU.

Memorandum of Understanding - Urban Area Security Initiative Grant Funding

IN WITNESS WHEREOF, this Memorandum of Understanding is entered into by the City of San Diego Office of Homeland Security and the _____, by and through their authorized representatives.

CITY OF SAN DIEGO

By: _____
Title: _____

(Signature)
By: _____
(Print)
Title: _____

I HEREBY APPROVE the form and legality of the foregoing Memorandum of Understanding this ___ day of _____, 20__.

JAN GOLDSMITH, City Attorney

By: _____
Deputy City Attorney

California Emergency Management Agency

FY2010 Grant Assurances

(All HSGP Applicants)

Name of Applicant: _____

Address: _____

City: _____ State: _____ Zip Code: _____

Telephone Number: _____ Fax Number: _____

E-Mail Address: _____

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

1. Will assure that grant funds will support efforts related to providing an integrated mechanism to enhance the coordination of national priority efforts to prevent, respond to, and recover from terrorist attacks, major disasters and other emergencies.
2. Has the legal authority to accept Federal assistance and has the institutional, managerial and financial capability to ensure proper planning, management and completion of the grant provided by the U.S. Department of Homeland Security (DHS)/Federal Emergency Management Agency (FEMA) and sub-granted through the State of California, California Emergency Management Agency (Cal EMA).
3. 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, Urban Area Security Initiative, Citizen Corps Program, and Metropolitan Medical Response System) or fiscal years.
4. Will comply with any cost sharing commitments included in the FY2010 Investment Justifications submitted to DHS/FEMA/Cal EMA, where applicable.
5. Will give the Federal government, the General Accounting Office, the Comptroller General of the United States, the State of California, the Office of Inspector General, through any authorized representative, access to, and the right to examine, all paper or electronic records, books, or documents related to the award; and will establish a proper accounting system in accordance with generally accepted accounting standards and/or awarding agency directives.
6. Agrees that funds utilized to establish or enhance State and Local fusion centers must support the development of a statewide fusion process that corresponds with the Global Justice/Homeland Security Advisory Council (HSAC) Fusion Center Guidelines, follow the Federal and State approved privacy policies, and achieve (at a minimum) baseline level of capability as defined by the Fusion Capability Planning Tool.

7. Will provide progress reports, and other such information as may be required by the awarding agency, including the Initial Strategy Implementation Plan (ISIP) within 45 (forty-five) days of the award, and update via the Grant Reporting Tool (GRT) twice each year.
8. Will initiate and complete the work within the applicable time frame after receipt of approval from Cal EMA.
9. Will maintain procedures to minimize the time elapsing between the award of funds and the disbursement of funds.
10. Will comply with all provisions of DHS/FEMA's codified regulation 44, Part 13, Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments, including the payment of interest earned on advances.
11. Will establish safeguards to prohibit employees from using their positions for a purpose that constitutes, or presents the appearance of, personal or organizational conflict of interest, or personal gain for themselves or others, particularly those with whom they have family, business, or other ties.
12. Understands and agrees that Federal funds will not be used, directly or indirectly, to support the enactment, repeal, modification or adoption of any law, regulation, or policy, at any level of government, without the express prior written approval from DHS/FEMA/Cal EMA.
13. Agrees that, to the extent contractors or subcontractors are utilized, will use small, minority-owned, women-owned, or disadvantaged business concerns and contractors or subcontractors to the extent practicable.
14. Will notify Cal EMA of any developments that have a significant impact on award-supported activities, including changes to key program staff.
15. 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.
16. Will comply with all Federal and State Statues relating to Civil Rights and Nondiscrimination. These include, but are not limited to:
 - a. Title VI of the Civil Rights Act of 1964 (P.L. 88-352), as amended, which prohibits discrimination on the basis of race, color or national origin.
 - b. Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §§ 1681-1683 and 1685-1686), which prohibits discrimination on the basis of gender.
 - c. Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794), which prohibits discrimination on the basis of handicaps.
 - d. The Age Discrimination Act of 1975, as amended (42 U.S.C. §§ 6101-6107), which prohibits discrimination on the basis of age.
 - e. The Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse.
 - f. The Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism.

- g. §§ 523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. 290 dd-3 and 290 ee-3), as amended, relating to confidentiality of alcohol and drug abuse patient records.
 - h. Title VIII of the Civil Rights Act of 1968 (42 U.S.C. § 3601 et seq.), as amended, relating to nondiscrimination in the sale, rental or financing of housing.
 - i. Title 44 Code of Federal Regulations (CFR) Parts 7, 16, and 19 relating to nondiscrimination.
 - j. The requirements on any other nondiscrimination provisions in the specific statute(s) under which the application for Federal assistance is being made.
 - k. Will, in the event that a Federal or State court or Federal or State administrative agency makes a finding of discrimination after a due process hearing on the grounds or race, color, religion, national origin, gender, or disability against a recipient of funds, the recipient will forward a copy of the finding to the Office of Civil Rights, Office of Justice Programs.
 - l. Will provide an Equal Employment Opportunity Plan, if applicable, to the Department of Justice Office of Civil Rights within 60 days of grant award.
 - m. Will comply, and assure the compliance of all its subgrantees and contractors, with the nondiscrimination requirements and all other provisions of the current edition of the Office of Justice Programs Financial and Administrative Guide for Grants, M7100.1.
17. Will comply with the requirements of Titles II and III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (42 U.S.C. § 4601 et seq. [P.L. 91-646]) which provides for fair and equitable treatment of persons displaced or whose property is acquired as a result of Federal or Federally assisted programs. These requirements apply to all interested in real property acquired for project purposes regardless of Federal participation in purchases. Will also comply with Title 44 CFR, Part 25, Uniform Relocation Assistance and Real Property Acquisition for Federal and Federally-assisted programs.
18. Will comply, if applicable, with the flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973 (P.L. 93-234) which requires recipients in a special flood hazard area to participate in the program and to purchase flood insurance if the total cost of insurable construction and acquisition is ten thousand dollars (\$10,000) or more.
19. Will comply with all applicable Federal, State, and Local environmental and historical preservation (EHP) requirements. Failure to meet Federal, State, and Local EHP requirements and obtain applicable permits may jeopardize Federal funding. Will comply with all conditions placed on any project as the result of the EHP review; any change to the scope of work of a project will require reevaluation of compliance with these EHP requirements.
20. Agrees not to undertake any project having the potential to impact the EHP resources without the prior written approval of DHS/FEMA/Cal EMA, including, but not limited to, ground disturbance, construction, modification to any structure, physical security enhancements, communications towers, and purchase and/or use of any sonar equipment. The subgrantee must comply with all conditions 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/Cal EMA 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 subgrantee must ensure monitoring of the disturbance. If any potential archeological resources are

discovered, the subgrantee will immediately cease activity in that area and notify DHS/FEMA/Cal EMA and the appropriate State Historic Preservation Office.

21. Will ensure that the facilities under its ownership, lease or supervision, which shall be utilized in the accomplishment of this project, are not on the Environmental Protection Agency's (EPAs) List of Violating Facilities, and will notify Cal EMA and the Federal Grantor agency of the receipt of any communication from the Director of the EPA Office of Federal Activities indicating if a facility to be used in the project is under consideration for listing by the EPA.
22. Will provide any information requested by DHS/FEMA/Cal EMA to ensure compliance with applicable laws, including the following:
 - a. Institution of environmental quality control measures under the National Environmental Policy Act, National Historical Preservation Act, Archaeological and Historic Preservation Act, Endangered Species Act, and Executive Orders on Floodplains (11988), Wetlands (11990) and Environmental Justice (EO12898) and Environmental Quality (EO11514).
 - b. Notification of violating facilities pursuant to EO 11738.
 - c. Assurance of project consistency with the approved state management program developed under the Coastal Zone Management Act of 1972 (16 U.S.C. §§ 1451 et seq.).
 - d. Conformity of Federal actions to State (Clean Air) Implementation Plans under Section 176(c) of the Clean Air Act of 1955, as amended (42 U.S.C. § 7401 et seq.).
 - e. Protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended, (P.L. 93-523).
 - f. California Environmental Quality Act (CEQA). California Public Resources Code Sections 21080-21098. California Code of Regulations, Title 14, Chapter 3 Section 15000-15007.
 - g. Wild and Scenic Rivers Act of 1968 (16 U.S.C. §§ 1271 et seq.) related to protecting components or potential components of the national wild and scenic rivers system.
 - h. Applicable provisions of the Coastal Barrier Resources Act (P.L. 97-348) dated October 19, 1982 (16 USC 3501 et seq.) which prohibits the expenditure of most new Federal funds within the units of the Coastal Barrier Resources System.
23. Will comply with Standardized Emergency Management System (SEMS) requirements as stated in the California Emergency Services Act, Government Code, Chapter 7 of Division 1 of Title 2, Section 8607.1(e) and CCR Title 19, Sections 2445, 2446, 2447, and 2448.
24. Agrees that all publications created or published with funding under this grant shall prominently contain the following statement: *"This document was prepared under a grant from FEMA's Grant Programs Directorate, U.S. Department of Homeland Security. Points of view or opinions expressed in this document are those of the authors and do not necessarily represent the official position or policies of FEMA's Grant Programs Directorate or the U.S. Department of Homeland Security."* The recipient also agrees that, when practicable, any equipment purchased with grant funding shall be prominently marked as follows: *"Purchased with funds provided by the U.S. Department of Homeland Security."*
25. Acknowledges that DHS/FEMA reserves a royalty-free, nonexclusive, and irrevocable license to reproduce, publish, or otherwise use, and authorize others to use, for Federal government purposes: a) the copyright in any work developed under an award or sub-award; and b) any rights of copyright to which a recipient or sub-recipient purchases ownership with Federal support.

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

- of Congress in connection with the Federal grant or cooperative agreement, the undersigned shall complete and submit Standard Form LLL, "Disclosure of Lobbying Activities," in accordance with its instructions.
- c. The undersigned shall require that the language of this certification be included in the award documents for all sub awards at all tiers including subgrants, contracts under grants and cooperative agreements, and subcontract(s) and that all sub recipients shall certify and disclose accordingly.
 - d. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.
35. Agrees that equipment acquired or obtained with grant funds:
 - a. Will be made available pursuant to applicable terms of the California Disaster and Civil Defense Master Mutual Aid Agreement in consultation with representatives of the various fire, emergency medical, hazardous materials response services, and law enforcement agencies within the jurisdiction of the applicant, and deployed with personnel trained in the use of such equipment in a manner consistent with the California Law Enforcement Mutual Aid Plan or the California Fire Services and Rescue Mutual Aid Plan.
 - b. Is consistent with needs as identified in the State Homeland Security Strategy and will be deployed in conformance with that Strategy.
 36. Agrees that funds awarded under this grant will be used to supplement existing funds for program activities, and will not supplant (replace) non-Federal funds.
 37. Will comply with all applicable Federal statutes, regulations, policies, guidelines and requirements, including OMB Circulars A102 and A-133, E.O. 12372 and the current Administrative Requirements, Cost Principles, and Audit Requirements.
 38. Will comply with all provisions of 2 CFR, including: Part 215 Uniform Administrative Requirements for Grants and Agreements with Institutions of Higher Education, Hospitals, and Other Non-Profit Organizations (OMB Circular A-110); Part 225 Cost Principles for State, Local and Indian Tribal Governments (OMB Circular A-87); Part 220 Cost Principles for Educational Institutions (OMB Circular A-21); Part 230 Cost Principles for Non-Profit Organizations (OMB Circular A-122).
 39. Will comply with Subtitle A, Title II of the Americans with Disabilities Act (ADA) 1990.
 40. Agrees to cooperate with any assessments, national evaluation efforts, or information or data collection requests, including, but not limited to, the provision of any information required for the assessment or evaluation of any activities within this agreement.
 41. Will comply with Federal Acquisition Regulations (FAR), part 31.2 Contract Cost Principles and Procedures, Contracts with Commercial Organizations.
 42. Will comply with the financial and administrative requirements set forth in the current edition of the DHS Financial Management Guide.

43. Agrees that all allocations and use of funds under this grant will be in accordance with the FY 2010 Homeland Security Grant Program Guidance and Application Kit, and the California Supplement to the FY 2010 Homeland Security Grant Program Guidance and Application Kit. All allocations and use of funds under this grant will be in accordance with the Allocations, and use of grant funding must support the goals and objectives included in the State and/or Urban Area Homeland Security Strategies as well as the investments identified in the Investment Justifications which were submitted as part of the California FY2010 Homeland Security Grant Program application. Further, use of FY10 funds is limited to those investments included in the California FY10 Investment Justifications submitted to DHS/FEMA/Cal EMA and evaluated through the peer review process.
44. Will not make any award or permit any award (subgrant or contract) to any party which is debarred or suspended or is otherwise excluded from or ineligible for participation in Federal assistance programs under Executive Order 12549 and 12689, "Debarment and Suspension".
45. As required by Executive Order 12549, Debarment and Suspension, and implemented at 44 CFR Part 17, for prospective participants in primary covered transactions,
 - a. The applicant certifies that it and its principals:
 - i. Are not presently debarred, suspended, proposed for debarment, declared ineligible, sentenced to a denial of Federal benefits by a State or Federal court, or voluntarily excluded from covered transactions by any Federal department or agency.
 - ii. Have not within a three-year period preceding this application been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property.
 - iii. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and have not within a three-year period preceding this application had one or more public transactions (Federal, State, or local) terminated for cause or default; and
 - b. Where the applicant is unable to certify to any of the statements in this certification, he or she shall attach an explanation to this application.
46. Agrees to comply with the Drug-Free Workplace Act of 1988, and certifies that it will or will continue to provide a drug-free workplace by:
 - a. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition.
 - b. Establishing an on-going drug-free awareness program to inform employees about:
 - i. The dangers of drug abuse in the workplace;
 - ii. The grantee's policy of maintaining a drug-free workplace;
 - iii. Any available drug counseling, rehabilitation, and employee assistance programs; and

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

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

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

Signature of Authorized Agent: _____

Printed Name of Authorized Agent: _____

Title: _____ Date: _____

**CERTIFICATION OF PUBLIC SAFETY PERSONNEL
BY CATEGORY
FY 09 UASI**

Date: _____

Agency: _____

Authorized Agent Name: _____

Authorized Agent Signature: _____

Public safety personnel shall only be counted in one category, as defined in the Memorandum of Understanding between the City of San Diego and the participating agency, and one job classification even if they have multiple disciplines, such as Fire Fighter and Paramedic. The required listing of public safety personnel shall be by job classification from personnel, payroll and/or budgetary records. For classifications not listed, please use the additional lines within each category.

CATEGORY – EMERGENCY MEDICAL SERVICES	
JOB CLASSIFICATION	NUMBER OF PERSONNEL
EMERGENCY MEDICAL TECHNICIAN I	
EMERGENCY MEDICAL TECHNICIAN II	
PARAMEDIC	
LIFEGUARD I	
LIFEGUARD II	
LIFEGUARD III	
LIFEGUARD SERGEANT	
MARINE SAFETY LIEUTENANT	
LIFEGUARD CHIEF	
TOTAL	
CATEGORY – FIRE SERVICES	
JOB CLASSIFICATION	NUMBER OF PERSONNEL
FIRE RECRUIT (meets FS definition)	
FIRE FIGHTER I	
FIRE FIGHTER II	
FIRE ENGINEER	
FIRE CAPTAIN	
FIRE BATTALION CHIEF	
FIRE SHIFT COMMANDER	
DEPUTY FIRE CHIEF	
ASSISTANT FIRE CHIEF	
FIRE CHIEF	
TOTAL	

CATEGORY – HAZARDOUS INCIDENT RESPONSE TEAM	
JOB CLASSIFICATION	NUMBER OF PERSONNEL
HAZARDOUS MATERIALS SPECIALIST	
HAZARDOUS MATERIALS TECHNICIAN	
TOTAL	
CATEGORY – LAW ENFORCEMENT	
JOB CLASSIFICATION	NUMBER OF PERSONNEL
POLICE RESERVE	
POLICE OFFICER I	
POLICE OFFICER II	
POLICE AGENT	
POLICE CORPORAL	
POLICE SERGEANT	
POLICE LIEUTENANT	
POLICE CAPTAIN	
ASSISTANT POLICE CHIEF	
EXECUTIVE POLICE CHIEF	
POLICE CHIEF	
RESERVE DUPUTY	
DEPUTY SHERIFF	
SHERIFF'S SERGEANT	
SHERIFF'S LIEUTENANT	
SHERIFF'S CAPTAIN	
SHERIFF'S COMMANDER	
ASSISTANT SHERIFF	
UNDERSHERIFF	
SHERIFF	
TOTAL	



Office of Homeland Security
Signature Authorization Form
FY 2009 Homeland Security Grant Programs

Jurisdiction: _____ Date Signed: _____

The below named personnel are authorized to request for reimbursement for the following Homeland Security Grant Programs: Urban Area Security Initiative (UASI).

NAME (TYPED/PRINTED)	SIGNATURE	TELEPHONE NUMBER	E-MAIL ADDRESS

This form supersedes all others for above indicated jurisdiction. Requests for reimbursement signed by staff **not** identified in this form will **not** be processed.

Authorized Agent Printed Name and Signature _____ Phone No. _____

Mail form to City of San Diego, Office of Homeland Security, 1250 6th Ave. Suite 1000A, San Diego, CA 92101