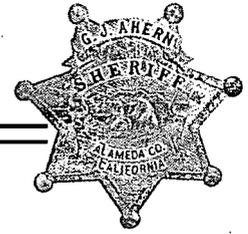


# Alameda County Sheriff's Office

Lakeside Plaza, 1401 Lakeside Drive, 12<sup>th</sup> Floor, Oakland, CA 94612-4305



**Gregory J. Ahern, Sheriff**

Director of Emergency Services  
Coroner - Marshal

AGENDA ITEM NO. \_\_\_\_\_ March 13, 2012

February 28, 2012

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

**SUBJECT: FISCAL YEAR 2007 PUBLIC SAFETY INTEROPERABLE COMMUNICATIONS GRANT FUNDS SECOND AMENDMENT**

Dear Board Members:

**RECOMMENDATION:**

1. Authorize the Sheriff to sign 2<sup>nd</sup> Amendment with an amended term of June 9, 2008 through March 31, 2012 for the distribution of Fiscal Year 2007 Public Safety Interoperable Communications Grant Funds with an allocation in FY 2011-2012 of \$1,944,749.

**SUMMARY/DISCUSSION:**

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 to address security initiatives (UASI) for the purpose of application for and distribution of federal homeland security program grant funds. The Bay Area UASI Region Approval Authority (Approval Authority) has designated San Francisco as the grantee for federal homeland security grant funds and the grant manager for UASI distributions. San Francisco applied for and was granted a Public Safety Interoperable Communications (PSIC) grant with the responsibility to establish procedures and execute sub agreements for the distribution of grant funds to jurisdictions selected by the Approval Authority. The Approval Authority and the UASI Management Team has asked San Francisco to distribute a portion of the of the PSIC grant funds to Alameda County.

Honorable Board of Supervisors

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February 28, 2012

The project to be funded by this grant allocation will establish an Alameda County East Cell consisting of three Radio Frequency sites containing ten channels each. It also includes one Intelli-repeater site with three channels.

The required match of \$502,099 is by in-kind services provided by the General Service Agency in preparing the sites for installation of equipment.

**FINANCING:**

This action will not increase net County costs in fiscal year 2011-2012 or in future years.

Respectfully submitted,

*[Handwritten signature]*

*[Handwritten signature]* 2/13

Gregory J. Ahern  
Sheriff-Coroner

GJA:JWC:jwc

cc: Susan Muranishi, County Administrator  
Aki Nakao, General Services Director

**AGREEMENT BETWEEN THE CITY AND COUNTY OF  
SAN FRANCISCO AND THE COUNTY OF ALAMEDA  
FOR THE DISTRIBUTION OF FY 2007 PUBLIC SAFETY INTEROPERABLE  
COMMUNICATIONS GRANT FUNDS**

**SECOND AMENDMENT**

THIS AMENDMENT ("Amendment") is made as of **June 1, 2011**, in San Francisco, California, by and between the **COUNTY OF ALAMEDA** ("ALAMEDA"), and the City and County of San Francisco, a municipal corporation ("City"), in its capacity as fiscal agent for the UASI Approval Authority, acting by and through the San Francisco Department of Emergency Management.

RECITALS

WHEREAS, City and ALAMEDA have entered into the Agreement (as defined below); and

WHEREAS, City and ALAMEDA desire to modify the Agreement on the terms and conditions set forth herein;

NOW, THEREFORE, ALAMEDA and the City agree as follows:

**1. Definitions.** The following definitions shall apply to this Amendment:

**a. Agreement.** The term "Agreement" shall mean the "Agreement between the City and County of San Francisco and the County of Alameda for the Distribution of FY 2007 Public Safety Interoperable Communications Grant Funds" dated **June 9, 2008** between ALAMEDA and City, as amended by the:

- **First Amendment, dated June 1, 2010.**

**b. Other Terms.** Terms used and not defined in this Amendment shall have the meanings assigned to such terms in the Agreement.

**2. Modifications to the Agreement.** The Agreement is hereby modified as follows:

**a. Section 3.1, Duration of Term.** Section 3.1 of the Agreement currently reads as follows:

The term of this Agreement shall commence on **JUNE 9, 2008**, and shall end at 11:59 p.m. San Francisco time on **JUNE 30, 2011**.

**Such Section is hereby amended in its entirety to read as follows:**

The term of this Agreement shall commence on **JUNE 9, 2008**, and shall end at 11:59 p.m. San Francisco time on **MARCH 31, 2012**.

**b. Appendix A, Authorized Expenditures and Timelines.** Appendix A identifies the authorized purposes, deliverables, deadlines and "not to exceed" ("NTE") amounts for projects funded by the Grant Funds distributed under this Agreement.

**Such Appendix is hereby amended to reflect the following:**

- i) The extension of the deliverable dates consistent with the extended term of the Agreement; and
- ii) The extension of the deadline to submit Reimbursement Requests consistent with the extended term of the Agreement.

A revised Appendix A is attached to this Second Amendment and incorporated by reference as though fully set forth herein. The attached Appendix A supersedes all prior versions of Appendix A.

**c. Appendix B, Grant Assurances.** Appendix B contains the applicable grant assurances. Appendix B is not amended but ALAMEDA is re-signing Appendix B in executing this Second Amendment, to certify its current compliance with all applicable grant assurances. The attached Appendix B is incorporated by reference as though fully set forth herein.

**3. Effective Date.** Each of the modifications set forth in Section 2 shall be effective on and after the date of this Amendment.

**4. Legal Effect.** Except as expressly modified by this Amendment, all of the terms and conditions of the Agreement shall remain unchanged and in full force and effect.

IN WITNESS WHEREOF, ALAMEDA and City have executed this Amendment as of the date first referenced above.

CITY:

COUNTY OF ALAMEDA:

SAN FRANCISCO DEPARTMENT OF  
EMERGENCY MANAGEMENT

By:

By:

\_\_\_\_\_  
ANNE KRONENBERG  
EXECUTIVE DIRECTOR

\_\_\_\_\_  
GREGORY J. AHERN  
SHERIFF/CORONER

Federal Tax ID #: 94-6000501

Approved as to Form:

Approved as to Form:

Dennis J. Herrera  
City Attorney

Alameda County  
County Counsel

By:

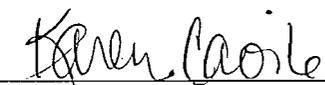
\_\_\_\_\_  
KATHERINE HOBIN PORTER  
DEPUTY CITY ATTORNEY

By:

  
\_\_\_\_\_  
DEPUTY COUNTY COUNSEL

Alameda County  
Risk Management

By:

  
\_\_\_\_\_  
RISK MANAGEMENT

Appendices:

Amended Appendix A, Authorized Expenditures and Timelines, dated June 1, 2011  
Appendix B, dated June 1, 2011

**Appendix A — Authorized Expenditures and Timelines**

ENTITY: COUNTY OF ALAMEDA

Total cash grant award allocation to be spent on the following solution areas:

<b>PSIC Project Title</b>	<b>Solution Area</b>	<b>Program Description</b>	<b>Deliverable Dates</b>	<b>Amount</b>
<b>Project D</b> Continued build-out of the East Bay Regional Communication System	Equipment	Alameda County East Cell Three Radio Frequency sites, 10 channels each  One Intelli-repeater site, 3 channels  AEL#: 06CP-02-BRDG  All equipment must be purchased and installed by 1/31/2012.  Any piece of equipment purchased or contract in excess of \$250,000 must have a Performance Bond to cover the project.  ALAMEDA must prepare and deliver to the UASI Interoperability Director a project implementation plan including scope, timeline, purchase plan, installation schedule, and acceptance and sustainability options by 5/29/09.	1/31/2012	Not to Exceed: \$1,944,749
<b>Project D</b> Continued build-out of the East Bay Regional Communication System	GRANT MATCH	<b>THE REQUIRED GRANT MATCH IS SET IN SECTION 3.2 OF THIS AGREEMENT. <u>A required match of non-federal grant dollars or in-kind service is required in the amount of \$502,099.</u></b>	1/31/2012	
		TOTAL ALLOCATION		Not to Exceed: \$1,944,749

- **All requests for reimbursements must be submitted by February 28, 2012, unless an earlier deadline is set in this Appendix.**

- *FY 2007 Public Safety Interoperable Communications Grant Program, Program Guidance and Application Kit revised August 16, 2007*

**[http://www.ntia.doc.gov/psic/PSICguidance\\_081607.pdf](http://www.ntia.doc.gov/psic/PSICguidance_081607.pdf)**

- *California Supplement to Federal Program Guidance and Application Kit*  
**[http://www.ohs.ca.gov/pdf/PSIC\\_CA\\_Supplement.pdf](http://www.ohs.ca.gov/pdf/PSIC_CA_Supplement.pdf)**

- *Authorized Equipment List*  
**<https://www.rkb.us/>**

- ***All equipment purchased under this Agreement must match the 2007 PSIC 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.***

## Appendix B-- Grant Assurances

Name of Jurisdiction: ALAMEDA County  
Name of Authorized Agent: Richard T. Lucia  
Address: 1401 Lakeside Drive  
City: Oakland State: CA Zip Code: 94612  
Telephone Number: (510) 208-9838  
Fax Number: (510) 272-3796  
E-Mail Address: rlucia@acgov.org

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

1. Has the legal authority to apply for Public Safety Interoperable Communications ("PSIC") Grant Funds, and has the institutional, managerial and financial capability to ensure proper planning, management and completion of the grant provided by the State of California and administered by the California Office of Homeland Security (OHS).
2. Will assure that Grant Funds are only used for allowable, fair, and reasonable costs.
3. Will give the State of California generally and OHS in particular, and the UASI Management Team, through any authorized representatives, access to and the right to examine all paper or electronic records, books, paper or documents related to the award; and will establish a proper accounting system in accordance with generally accepted accounting standards of OHS and UASI Management Team directives.
4. Will provide progress reports and such other information as may be required by OHS and the UASI Management Team.
5. Will initiate and complete the work within the applicable time frame after receipt of OHS and UASI Management Team approval.
6. 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.
7. Will comply with all California and federal statues relating to 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 sex;
  - c. Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794), which prohibits discrimination on the basis of handicaps;
  - d. 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. Sections 523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. § 290dd-2), as amended, relating to confidentiality of alcohol and drug abuse patient records;
  - h. Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§ 3601 et seq.), as amended, relating to nondiscrimination in the sale, rental or financing of housing;
  - i. Title 28, Code of Federal Regulations ("C.F.R."), Part 42, Subparts C, D, E and G;
  - j. Title 28, C.F.R., Part 35;
  - k. Any other nondiscrimination provisions in the specific statute(s) under which application for federal assistance is being made, and
  - l. The requirements on any other nondiscrimination statute(s) that may apply to the application.
8. Will comply, if applicable, with the flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973 (P.L. 93-234), which requires recipients in a special flood hazard area to participate in the program and to purchase flood insurance if the total cost of insurable construction and acquisition is \$10,000 or more.
9. Will comply with applicable environmental standards that may be prescribed pursuant to California or Federal law. These may include, but are not limited to, the following:
- a. California Environmental Quality Act (CEQA), California Public Resources Code Sections 21080-21098, and Title 14, California Code of Regulations ("C.C.R."), Chapter 3 Sections 15000-15007.
  - b. Institution of environmental quality control measures under the National Environmental Policy Act of 1969 (P.L. 91-190) and Executive Order ("EO") 11514;
  - c. Notification of violating facilities pursuant to EO 11738;
  - d. Protection of wetlands pursuant to EO 11990;
  - e. Evaluation of flood hazards in floodplains in accordance with EO 11988;
  - f. 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. 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.);
  - h. Protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended, (P.L. 93-523); and
  - i. Protection of endangered species under the Endangered Species Act of 1973, as amended (P.L. 93-205).
10. Will comply, if applicable, with the 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.
11. Will assist OHS and the UASI Management Team, as appropriate, in assuring compliance with Section 106 of the National Historic Preservation Act of 1966, as amended (16 U.S.C. § 470), EO 11593 (identification and preservation of historic properties), and the Archaeological and Historic Preservation Act of 1974 (16 U.S.C. §§ 469a-1 et seq.).

12. Will comply with Standardized Emergency Management System (SEMS) requirements as stated in the California Emergency Services Act, Govt Code §§ 8607 et seq. and Title 19 C.C.R., Sections 2445, 2446, 2447 and 2448.

13. Will:

- a. Promptly return to the City, for return to the State of California, all the funds received that exceed the approved, actual expenditures as accepted by OHS and the UASI Management Team.
- 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 City, for return to the State of California.
- c. Separately account for interest earned on grant funds, and use all interest towards the project as approved by OHS and the UASI Management Team.

14. Will comply, if applicable, with the Intergovernmental Personnel Act of 1970 (42 U.S.C. §§ 4728-4763) relating to prescribed standards for merit systems for programs funded under one of the nineteen statutes or regulations specified in Appendix A of OPM's Standards for a Merit System of Personnel Administration (5 C.F.R. 900, Subpart F).

15. Agrees that equipment acquired or obtained with grant funds:

- a. Will be made available under 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 ALAMEDA.
- b. Is consistent with needs as identified in the State Homeland Security Strategy and will be deployed in conformance with that Strategy.
- c. Will be made available pursuant to applicable terms of the California Disaster and Civil Defense Master Mutual Aid Agreement 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.

16. Will comply, as applicable, with provisions of Title 28 of the C.F.R. applicable to grants and cooperative agreements, including:

- a. Part 18, Administrative Review Procedures;
- b. Part 20, Criminal Justice Information Systems;
- c. Part 22, Confidentiality of Identifiable Research and Statistical Information;
- d. Part 23, Criminal Intelligence Systems Operating Policies;
- e. Part 30, Intergovernmental Review of Department of Justice Programs and Activities;
- f. Part 35, Nondiscrimination on the Basis of Disability in State and Local Government Services;
- g. Part 38, Equal Treatment of Faith-based Organizations;
- h. Part 63, Floodplain Management and Wetland Protection Procedures;
- i. Part 42, Nondiscrimination/Equal Employment Opportunities Policies and Procedures;
- j. Part 61, Procedures for Implementing the National Environmental Policy Act;
- k. Part 64, Floodplain Management and Wetland Protection Procedures; and Federal laws or regulations applicable to Federal Assistance Programs;
- l. Part 66, Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments;

- m. Part 67, Government-Wide Debarment and Suspension (Non-Procurement);
  - n. Part 69, New Restrictions on Lobbying;
  - o. Part 70, Uniform Administrative Requirements for Grants and Cooperative Agreements (including sub-awards) with Institutions of Higher Learning, Hospitals and other Non-Profit Organizations; and
  - p. Part 83, Government-Wide Requirements for a Drug Free Workplace (grants).
17. Will comply, if applicable, with Subtitle A, Title II of the Americans with Disabilities Act (ADA) 1990.
  18. Will, in the event a Federal or State court or Federal or State administrative agency makes a finding of discrimination after a due process hearing on the grounds or race, color, religion, national origin, sex, or disability against ALAMEDA, forward a copy of the finding to OHS, with notice to the UASI Management Team.
  19. Will comply with the financial and administrative requirements set forth in the current edition of the Office of Justice Programs (OJP) Financial Guide.
  20. Will comply with all applicable requirements of all other California and Federal laws, executive orders, regulations, program and administrative requirements, policies and any other requirements governing this PSIC grant program.
  21. Understands that failure to comply with any of the above assurances may result in suspension, termination or reduction of grant funds.
    - A. ALAMEDA certifies that it and its officials, officers and employees:
      - (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 Agreement 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
      - (d) Have not within a three-year period preceding this Agreement had one or more public transactions (Federal, State, or local) terminated for cause or default.
    - B. Where ALAMEDA is unable to certify to any of the statements in this certification, it shall immediately provide notice and a written explanation to the UASI Management Team.

As the duly authorized representative of COUNTY of ALAMEDA, I hereby certify that ALAMEDA will comply with the above certifications.

The undersigned represents that he/she is authorized by COUNTY of ALAMEDA to enter into this Agreement for and on behalf of ALAMEDA, and to make the assurances and certifications in this Appendix B.

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

Printed Name of Authorized Agent: Rich Lucia

Title: Undersheriff