

Alameda County Sheriff's Office

Lakeside Plaza, 1401 Lakeside Drive, 12th Floor, Oakland, CA 94612-4305



Gregory J. Ahern, Sheriff

Director of Emergency Services
Coroner - Marshal

AGENDA _____ July 28, 2015

July 13, 2015

Honorable Board of Supervisors
County Administration Building
1221 Oak Street, Room 536
Oakland, CA 94612

SUBJECT: APPROVE A CONTRACT AMENDMENT WITH NORTHERN CALIFORNIA REGIONAL INTELLIGENCE CENTER

Dear Board Members:

RECOMMENDATION:

Authorize the Sheriff to execute a contract amendment with the County of San Mateo (*Principal: Greg Munks, San Mateo County Sheriff and Northern California High Intensity Drug Trafficking Area, Executive Board Chair; Location: San Francisco, CA*) to provide professional services for the Northern California Regional Intelligence Center effective 1/1/2015 – 12/31/2015 at an estimated cost of \$161,431.

DISCUSSION/SUMMARY:

The mission of the Northern California Regional Intelligence Center (NCRIC) is to protect the people, infrastructure and economy of the Northern District of California from criminal threats to public safety while protecting the privacy and civil liberties of its citizens. In fulfilling this mission, NCRIC incorporates the following goals:

- Provide timely, accurate and relevant threat and criminal intelligence to local, state, tribal, federal and critical infrastructure partners to prevent and mitigate terrorist and other criminal threats to public safety;
- Provide timely intelligence and consequence management support to incident commanders or public safety agencies in response to or during homeland security threats, regional critical incidents and special events.

Honorable Board of Supervisors

July 13, 2015

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Under this agreement, the Sheriff's Office will assign one (1) Deputy Sheriff to serve as an Intelligence Officer assigned to NCRIC. The County of San Mateo will reimburse the Sheriff's Office the actual cost of the Deputy Sheriff's salary, overtime and employee benefits up to \$161,431. This agreement is subject to all federal and state grant requirements and guidelines, including Urban Area Security Initiative grant requirements, guidelines and instructions from the US Department of Homeland Security (DHS), the California Emergency Management Agency (CalEMA) and decision making of the CalEMA and the approval authority.

This amendment has been approved by the Northern California Regional Intelligence Center, County Counsel and Risk Management.

FINANCING:

No additional appropriation is required. The anticipated revenue from this agreement will be used to offset the cost of the Deputy Sheriff assigned to this contract. This request will not impact the net County cost in FY 2015-16 or in future years.

Respectfully submitted,


Gregory J. Ahern
Sheriff-Coroner

GJA:MMM:mmm

COUNTY OF SAN MATEO
AGREEMENT WITH COUNTY OF ALAMEDA

Agreement No. 30128-15-R73576A

Contractor:

County of Alameda
Sheriff's Office

Gregory J. Ahern, Sheriff
1401 Lakeside Drive, 12th Floor
Oakland, CA 94612

(510) 272-6866

Mail invoice(s) with above Agreement No. to:

County of San Mateo – Northern California
Regional Intelligence Center

Attn: Jennifer Gragasin
450 Golden Gate Avenue, 14th Floor
P.O. Box 36102
San Francisco, CA 94102

*For invoice or billing inquiries, please call **(415) 436-8098***

It is agreed between the **County of San Mateo**, California, hereafter referred to as "County" and **County of Alameda**, hereafter referred to as "Contractor" as follows:

WHEREAS, in 1997, ten bay area counties were designated as the Northern California High Intensity Drug Trafficking Area ("NC HIDTA"), which operates under the authority of the NC HIDTA Executive Board, which is comprised of federal, state and local law enforcement agency chief executives, working towards the common goal of reducing drug-related crime, violence and abuse in our communities; and

WHEREAS, in 2004, a United States Department of Homeland Security Grant was awarded to the County by the State of California to create and operate the Northern California Regional Threat Assessment Center ("NC RTAC"), to develop collaborative relationships among federal, state and local entities relative to terrorism, specifically with regard to the disciplines of law, fire, public health and emergency medical services, to improve terrorism preparedness and information sharing; and

WHEREAS, in 2007, the United States Department of Homeland Security and the State of California Emergency Management Agency, formerly the Office of Homeland Security, designated the NC HIDTA and NC RTAC as the regional Fusion Center for the fifteen counties within the bay area and coastal counties of the Federal Northern District of California; and

WHEREAS, in 2009, the NC HIDTA and NC RTAC's Fusion Center began doing business as the Northern California Regional Intelligence Center ("NCRIC"); and

WHEREAS, the most efficient way to administer the NC RTAC was to co-locate it with the NC HIDTA and for the NC HIDTA Director to oversee the NC HIDTA and NC RTAC, doing business as the NCRIC; and

WHEREAS, the NC HIDTA Executive Board has designated the San Mateo County Sheriff's Office to serve as the fiduciary and fiscal agent for the NC HIDTA and NC RTAC, doing business as the NCRIC; and

WHEREAS, in that capacity the Sheriff receives state and federal funding for the NC HIDTA and NC RTAC, which funds are deposited with the San Mateo County Treasurer and disbursed as directed by the NC HIDTA Executive Board by contracts to which the County is a party; and

WHEREAS, disbursement of NC HIDTA and NC RTAC funds require the County to act in its capacity as fiduciary and fiscal agent for the NC HIDTA and the NC RTAC, doing business as the NCRIC; and

WHEREAS, because the NC HIDTA and NC RTAC were created as a funding mechanism, they have no full time employees, and are staffed by a combination of independent contractors and employees of member law enforcement agencies, which employees are assigned to the NCRIC; and

WHEREAS, the NC HIDTA Executive Board has determined that it is appropriate to contract with Contractor for provision of services for the NCRIC, with the understanding that Contractor is acting as a contractor, and not as an employee or agent of the County and with the understanding that compensation will be paid solely with a combination of state and federal funding that is administered by the County; and

WHEREAS, it is necessary and desirable that Contractor be engaged by the NCRIC for the purpose of performing the professional services relating to the NCRIC; and

WHEREAS, pursuant to Government Code Section 31000, County may contract with independent contractors for the furnishing of special services to or for County or any Department thereof;

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:

1. **CERTIFICATION OF FUNDS; BUDGET AND FISCAL PROVISIONS; TERMINATION IN THE EVENT ON NON-APPROPRIATION** This Agreement is subject to, and Contractor agrees to comply with all federal and state grant requirements and guidelines, including UASI grant requirements, guidelines and instructions from DHS and CalOES, and the decision making of CalOES and the Bay Area UASI Approval Authority. The current requirements, guidelines and instructions, which may be modified from time to time are hereby incorporated by reference. Contractor acknowledges that UASI grant decisions are subject to the discretion of CalOES and the Bay Area UASI Approval Authority.

Contractor assumes all risk of possible non-allocation of funds, and such assumption is part of the consideration for this Agreement. This Agreement will terminate without penalty, liability or expense of any kind to County if sufficient UASI funds are not allocated or appropriated for the NCRIC program.

County has no obligation to make appropriations for this Agreement in lieu of appropriations for new or other agreements. County budget decisions are subject to the discretion of the Board of Supervisors. Contractor's assumption of risk of possible non-appropriation is part of the consideration for this Agreement.

2. **SERVICES TO BE PERFORMED BY CONTRACTOR** In consideration of the payments hereinafter set forth, Contractor shall perform services for the NCRIC, whose fiscal agent and fiduciary is the COUNTY OF SAN MATEO SHERIFF'S OFFICE, in accordance with the terms, conditions and specifications set forth herein and in Exhibit "A" attached hereto. Contractor shall ensure compliance with all state, federal and local laws or rules applicable to performance of the work required under this contract.
3. **CONTRACT TERM** The term of this Agreement shall be from **February 1, 2015 to December 31, 2015**, unless terminated earlier by the County pursuant to Section 17 or automatically pursuant to Section 1.
4. **PAYMENTS; INVOICE FORMAT** In consideration of the services rendered in accordance with all terms, conditions and specifications set forth herein and any Exhibit(s) or attachment(s) attached hereto, County shall make payment to Contractor in the manner specified herein and in Exhibit "A" and Exhibit "B". In the event that the County makes any advance payments, Contractor agrees to refund any amounts in excess of the amount owed by the County at the time of contract termination. The County reserves the right to withhold payment if the County determines that the quantity or quality of the work performed is unacceptable. In no event shall total payment for services under this Agreement exceed **One Hundred Sixty One Thousand Four Hundred Thirty One Dollars (\$161,431)** for salary and benefits and **Fifteen Thousand Dollars (\$15,000)** for overtime reimbursement.

Invoices furnished by Contractor under this Agreement must be in a form acceptable to the Controller, and must include a unique invoice number. All invoices must be received by the NCRIC no later than **January 15, 2016**. All amounts paid by County to Contractor shall be subject to audit by County.
5. **SUBMITTING FALSE CLAIMS; MONETARY PENALTIES** A contractor, subcontractor or consultant who submits a false claim shall also be liable to the County for the costs, including attorneys' fees, of a civil action brought to recover any of those penalties or damages, and may be liable to the County for a civil penalty of up to \$10,000 for each false claim. A contractor, subcontractor or consultant will be deemed to have submitted a false claim to the County if the contractor, subcontractor or consultant: (a) knowingly presents or causes to be presented to an officer or employee of the County 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 County; (c) conspires to defraud the County by getting a false claim allowed or paid by the County; (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 County; or (e) is a beneficiary of an inadvertent submission of a false claim to the County, subsequently discovers the falsity of the claim, and fails to disclose the false claim to the County within a reasonable time after discovery of the false claim.
6. **DISALLOWANCE** If Contractor claims or receives payment from County for a service, reimbursement for which is later disallowed by the State of California or United States Government, Contractor shall promptly refund the disallowed amount to County upon County's request. At its option, County may offset the amount disallowed from any payment due or to become due to Contractor under this Agreement or any other Agreement.
7. **TAXES** Payment of any taxes, including possessory interest taxes and California sales and use taxes, levied upon or as a result of this Agreement, or the services delivered pursuant hereto, shall be the obligation of Contractor.

Contractor recognizes and understands that this Agreement may create a “possessory interest” for property tax purposes. Generally, such a possessory interest is not created unless the Agreement entitles the Contractor to possession, occupancy, or use of County property for private gain. If such a possessory interest is created, then the following shall apply:

- (1) Contractor, on behalf of itself and any permitted successors and assigns, recognizes and understands that Contractor, and any permitted successors and assigns, may be subject to real property tax assessments on the possessory interest;
- (2) Contractor, on behalf of itself and any permitted successors and assigns, recognizes and understands that the creation, extension, renewal, or assignment of this Agreement may result in a “change in ownership” for purposes of real property taxes, and therefore may result in a revaluation of any possessory interest created by this Agreement. Contractor accordingly agrees on behalf of itself and its permitted successors and assigns to report on behalf of the County to the County Assessor the information required by Revenue and Taxation Code section 480.5, as amended from time to time, and any successor provision.
- (3) Contractor, on behalf of itself and any permitted successors and assigns, recognizes and understands that other events also may cause a change of ownership of the possessory interest and result in the revaluation of the possessory interest. (see, e.g., Rev. & Tax. Code section 64, as amended from time to time). Contractor accordingly agrees on behalf of itself and its permitted successors and assigns to report any change in ownership to the County Assessor, the State Board of Equalization or other public agency as required by law.
- (4) Contractor further agrees to provide such other information as may be requested by the County to enable the County to comply with any reporting requirements for possessory interests that are imposed by applicable law.

8. **PAYMENT DOES NOT IMPLY ACCEPTANCE OF WORK** The granting of any payment by County, or the receipt thereof by Contractor, shall in no way lessen the liability of Contractor to replace unsatisfactory work, equipment, or materials, although the unsatisfactory character of such work, equipment or materials may not have been apparent or detected at the time such payment was made. Materials, equipment, components, or workmanship that do not conform to the requirements of this Agreement may be rejected by County and in such case must be replaced by Contractor without delay.
9. **QUALIFIED PERSONNEL** Work under this Agreement shall be performed only by competent personnel under the supervision of and in the employment of Contractor. Contractor will comply with County’s reasonable requests regarding assignment of personnel, but all personnel, including those assigned at County’s request, must be supervised by Contractor. Contractor shall commit adequate resources to complete the project within the project schedule specified in this Agreement.
10. **RESPONSIBILITY FOR EQUIPMENT** County shall not be responsible for any damage to persons or property as a result of the use, misuse or failure of any equipment used by Contractor, or by any of its employees, even though such equipment be furnished, rented or loaned to Contractor by County.
11. **RELATIONSHIP OF THE PARTIES** Contractor or any agent or employee of Contractor shall be deemed at all times to be a contractor and is wholly responsible for the manner in which it performs the services and work requested by County under this Agreement. Contractor or any agent or employee of Contractor shall not have employee status with County, nor be entitled to participate in any plans, arrangements, or distributions by County pertaining to or in connection with any retirement, health or other benefits that County may offer its employees. Contractor or any agent or employee of Contractor is liable for the acts and omissions of itself, its employees and its agents. Contractor shall be responsible for all obligations and payments, whether imposed by federal, state or local law, including, but not limited to, FICA, income tax withholdings, unemployment compensation, insurance, and other similar responsibilities related to Contractor’s performing services and work, or any agent or employee of Contractor providing same. Nothing in this Agreement shall be construed as creating an employment or agency relationship between County and Contractor or any agent or employee of Contractor.

Any terms in this Agreement referring to direction from County shall be construed as providing for direction as to policy and the result of Contractor’s work only, and not as to the means by which such a result is obtained. County does not retain the right to control the means or the method by which Contractor performs work under this Agreement.

12. **WORKERS' COMPENSATION INSURANCE** The Contractor shall have in effect, during the entire life of this Agreement, Worker's Compensation and Employer Liability Insurance providing full statutory coverage. In signing this Agreement, Contractor certifies awareness of the provisions of section 3700 of the California Labor Code which requires every employer to be insured against liability for Worker's Compensation or to undertake self-insurance in accordance with the provisions of the Code, and certifies compliance with such provisions before commencing the performance of this work of the Agreement as set forth in California Labor Code section 1861.
13. **INSURANCE** The Contractor shall take out and maintain during the life of this Agreement such Bodily Injury Liability and Property Damage Liability Insurance as shall protect him/her while performing work covered by this Agreement from any and all claims for damages for bodily injury, including accidental death, as well as any and all operations under this Agreement, whether such operations be by himself/herself or by any Subcontractor or by anyone directly or indirectly employed by either of them. Such insurance shall be combined single limit bodily injury and property damage for each occurrence and shall not be less than the amount specified by Risk Management.
14. **HOLD HARMLESS** Contractor agrees to indemnify and defend the County, its employees and agents from any and all claims, damages and liability in any way occasioned by or arising out of the acts and/or omissions (regardless whether they are intentional or negligent) of the contractor, its employees and agents in the performance of this agreement, including any sanctions, penalties or claims of damages resulting from Contractor's failure to comply with the requirements set forth in the Health Insurance Portability and Accountability Act of 1996 (HIPAA) and all Federal regulations promulgated thereunder, as amended.
15. **CONFIDENTIALITY** All data produced or compiled by Contractor shall be considered confidential unless it can be obtained as public record and shall not be shared with a third party without the prior written consent of County. All financial, statistical, personal, technical, and other data and information relating to the County's operations which is made available to the Contractor in order to carry out this Agreement shall be presumed to be confidential. Contractor shall protect said data and information from unauthorized use and disclosure by the observance of the same or more effective procedures as the County requires of its own personnel. The Contractor shall not, however, be required by this paragraph to keep confidential any data or information which is or becomes publicly available, is already rightfully in the Contractor's possession, is independently developed by the Contractor outside the scope of the Agreement or is rightfully obtained from third parties.
16. **NON-ASSIGNABILITY** Contractor shall not assign this Agreement or any portion thereof to a third party without the prior written consent of County, and any attempted assignment without such prior written consent in violation of this Section shall automatically terminate this Agreement.
17. **TERMINATION OF AGREEMENT** The Sheriff or the Sheriff's designee may, at any time from execution of Agreement, terminate this Agreement, in whole or in part, for the convenience of the County, by giving written notice specifying the effective date and scope of such termination. Termination shall be effective on a date not less than thirty days from notice. In the event of termination, all finished or unfinished documents, data, studies, maps, photographs, reports, and materials (hereafter referred to as materials) prepared by Contractor under this Agreement shall become the property of the County and shall be promptly delivered to the County. In the event of termination, Contractor shall be paid for all work satisfactorily performed until termination, except where the contracting department determines the quality or quantity of the work performed is unacceptable. Such payment shall be that portion of the full payment, which is determined by comparing the work/services completed to the work/services required by the Agreement.
18. **PAYMENT OF PERMITS/LICENSES** It shall be the Contractor's responsibility to obtain any license, permit or approval required from any agency for work/services to be performed at his/her own expense, prior to commencement of said work/services or forfeit any right to compensation under this Agreement.
19. **NON-DISCRIMINATION** No person shall be excluded from participation in, denied benefits of, or be subject to discrimination under this Agreement on the basis of their race, color, religion, national origin, age, sex, sexual orientation, pregnancy, childbirth or related conditions, medical condition, mental or physical disability or veteran's status. Contractor shall ensure full compliance with federal, state and local laws, directives and executive orders regarding non-discrimination for all employees and Subcontractors under this Agreement. The Contractor shall comply fully with the non-discrimination requirements required by 41 CFR 60-741.5(a), which is incorporated herein as if fully set forth.

Violation of the non-discrimination provisions of this Agreement shall be considered a breach of this Agreement

and subject the Contractor to penalties, to be determined by the County Manager, including but not limited to: i) termination of this Agreement; ii) disqualification of the Contractor from bidding on or being awarded a County contract for a period of up to 3 years; iii) liquidated damages of \$2,500 per violation; iv) imposition of other appropriate contractual and civil remedies and sanctions, as determined by the County Manager. To effectuate the provisions of this paragraph, the County Manager shall have the authority to: i) examine Contractor's employment records with respect to compliance with this paragraph; ii) set off all or any portion of the amount described in this paragraph against amounts due to Contractor under the Contract or any other Contract between Contractor and County.

Contractor shall report to the County Manager the filing by any person in any court of any complaint of discrimination or the filing by any person of any and all charges with the Equal Employment Opportunity Commission, the Fair Employment and Housing Commission or any other entity charged with the investigation of allegations within 30 days of such filing, provided that within such 30 days such entity has not notified Contractor that such charges are dismissed or otherwise unfounded. Such notification shall include the name of the complainant, a copy of such complaint and a description of the circumstance. Contractor shall provide County with a copy of its response to the Complaint when filed.

Section 504 applies only to contractors who are providing services to member of the public. Contractor shall comply with Section 504 of the Rehabilitation Act of 1973, which provides that no otherwise qualified handicapped individual shall, solely by reason of a disability, be excluded from the participation in, be denied the benefits of, or be subjected to discrimination in the performance of this contract.

20. **EQUAL BENEFITS** With respect to the provision of employee benefits, Contractor shall comply with the County Ordinance which prohibits contractors from discriminating in the provision of employee benefits between an employee with a domestic partner and an employee with a spouse.
21. **RETENTION OF RECORDS** Contractor shall maintain all records related to this Agreement for no less than three years after the County makes final payment or after termination of this contract and all other pending matters are closed. All records shall be subject to the examination and/or audit by agents of the County, the State of California and/or Federal grantor agencies.
22. **COMPLIANCE WITH STATE, FEDERAL, AND LOCAL LAWS, REGULATIONS, AND ORDINANCES** Contractor and all subcontractors shall ensure compliance with all state, federal and local laws or rules applicable to performance of the work required under this contract, and shall execute all necessary certifications of compliance therewith. Contractor certifies that the Contractor and all of its subcontractors will adhere to and certify compliance with all applicable provisions of San Mateo County Ordinance Code, including without limitation, Chapter 4.106, which regulates the use of disposable food service ware, and Chapter 2.84, which addresses equal benefits.
23. **MERGER CLAUSE** This Agreement, including Exhibit "A" attached hereto and incorporated herein by reference, constitutes the sole Agreement of the parties hereto and correctly states the rights, duties, and obligations of each party as of this document's date. Any prior agreement, promises, negotiations, or representations between the parties not expressly stated in this document are not binding. All subsequent modifications shall be in writing and signed by the County Purchasing Agent. In the event that any term, condition, provision, requirement or specification set forth in this body of the agreement conflicts with or is inconsistent with any term, condition, provision, requirement or specification in any exhibit and/or attachment to this agreement, the provisions of this body of the agreement shall prevail. This Agreement, or facsimile proposal of the Agreement, constitutes the entire Agreement between County and Contractor. Further, liability referenced to in section 6 is limited to Contractor's negligence during the Contractor's performance under this contract.
24. **GOVERNING LAW** This Agreement, including any exhibits, shall for all purposes be deemed subject to the laws of the State of California, and in the event of a lawsuit concerning this Agreement shall be venued in the County of San Mateo.
25. **DEBARMENT & SUSPENSION** As required by Executive Order 12549, Debarment and Suspension and implemented at 21 CFR Part 1404, Contractor hereby acknowledges that prior to execution of this Agreement, County shall research & certify that Contractor:
 - A. Is 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 the covered transactions by any Federal department or agency; or

- B. Has not within a three-year period preceding this contract been convicted of or and 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 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; or
- C. Is not presently indicted for or otherwise criminally or civilly charged by a government entity terminated for cause or default.

26. FEDERAL PROCUREMENT POLICY As required by 44 CFR, Part 13, Subpart C, Section 13.36 (i), Contractor hereby acknowledges the following:

(i) *Contract provisions.* Federal agencies are permitted to require changes, remedies, changed conditions, access and records retention, suspension of work, and other clauses approved by the Office of Federal Procurement Policy.

- (1) Administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as may be appropriate. (Contracts more than the simplified acquisition threshold)
- (2) Termination for cause and for convenience by the grantee or subgrantee including the manner by which it will be effected and the basis for settlement. (All contracts in excess of \$10,000)
- (3) Compliance with Executive Order 11246 of September 24, 1965, entitled "Equal Employment Opportunity," as amended by Executive Order 11375 of October 13, 1967, and as supplemented in Department of Labor regulations (41 CFR chapter 60). (All construction contracts awarded in excess of \$10,000 by grantees and their contractors or subgrantees)
- (4) Compliance with the Copeland "Anti-Kickback" Act (18 U.S.C. 874) as supplemented in Department of Labor regulations (29 CFR Part 3). (All contracts and subgrants for construction or repair)
- (5) Compliance with the Davis-Bacon Act (40 U.S.C. 276a to 276a-7) as supplemented by Department of Labor regulations (29 CFR part 5). (Construction contracts in excess of \$2000 awarded by grantees and subgrantees when required by Federal grant program legislation)
- (6) Compliance with Sections 103 and 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 327-330) as supplemented by Department of Labor regulations (29 CFR Part 5). (Construction contracts awarded by grantees and subgrantees in excess of \$2000, and in excess of \$2500 for other contracts which involve the employment of mechanics or laborers)
- (7) Notice of awarding agency requirements and regulations pertaining to reporting.
- (8) Notice of awarding agency requirements and regulations pertaining to patent rights with respect to any discovery or invention which arises or is developed in the course of or under such contract.
- (9) Awarding agency requirements and regulations pertaining to copyrights and rights in data.
- (10) Access by the grantee, the subgrantee, the Federal grantor agency, the Comptroller General of the United States, or any of their duly authorized representatives to any books, documents, papers, and records of the contractor which are directly pertinent to that specific contract for the purpose of making audit, examination, excerpts, and transcriptions.
- (11) Retention of all required records for three years after grantees or subgrantees make final payments and all other pending matters are closed.
- (12) Compliance with all applicable standards, orders, or requirements issued under section 306 of the Clean Air Act (42 U.S.C. 1857(h)), section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR part 15). (Contracts, subcontracts, and subgrants of amounts in excess of \$100,000)
- (13) Mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub. L. 94-163, 89 Stat. 871).

27. USE OF POSITION Contractor shall not use his/her position for a purpose that constitutes or present the appearance of personal or organizational conflict of interest or personal gain.

28. GRANT ASSURANCES Contractor shall comply with all Grant Assurances attached hereto and incorporated by reference as though fully set forth herein. In addition to complying with all Grant Assurances, Contractor shall comply with all applicable statutes, regulations, executive orders, requirements, policies, guides, guidelines, information bulletins, CalOES grant management memos and instructions, terms and conditions of the grant award, the approved application and any conditions imposed by CalOES or the Approval Authority.

29. ADMINISTRATIVE, PROGRAMMATIC AND FINANCIAL MANAGEMENT REQUIREMENTS

Contractor 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 Contractor comply with the following non-exclusive list of regulations commonly applicable to DHS grants, as applicable to this Agreement and the Grant Plan:

- (1) 44 CFR Part 13 Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments
- (2) 2 CFR Part 215 Uniform Administrative Requirements for Grants and Agreements with Institutions of Higher Education, Hospitals, and Other Non-Profit Organizations
- (3) 2 CFR Part 225 Cost Principles for State, Local, and Indian Tribal Governments
- (4) 2CFR Part 220 Cost Principles for Educational Institutions
- (5) 2 CFR Part 230 Cost Principles for Non-Profit Organizations
- (6) Federal Acquisition Regulations (FAR), Part 31.2 Contract Principles and Procedures, Contracts with Commercial Organizations
- (7) OMB Circular A-133 Audits of States, Local Governments, and Non-Profit Organizations

30. OTHER CONTRACTOR REQUIREMENTS Contractor shall comply with the requirements of 44 CFR Part 17, Government-wide Requirements for a Drug-Free Workplace; and 44 CFR Part 18, New Restrictions on Lobbying.

THIS CONTRACT IS NOT VALID UNTIL SIGNED BY ALL PARTIES

CONTRACTOR'S SIGNATURE	DATE	CONTRACTOR'S PRINTED NAME
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I hereby certify that the services requested are necessary, that the selection process documentation is accurate, that all insurance certificates including Worker's Compensation are on file in this office, that Risk Management has approved any reductions in Contractor's insurance limits below \$1,000,000, and that no work will commence until this document is signed by the County Purchasing Agent. The Contractor shall comply fully with the non-discrimination requirements required by 41 CFR 60-741.5(a), which is incorporated herein as if fully set forth.

30128-FUSION CENTER		
_____	_____	_____
SHERIFF GREG MUNKS	DATE	BUDGET UNIT
SAN MATEO COUNTY SHERIFF'S OFFICE		
FISCAL OFFICER FOR THE NCRIC		

COUNTY OF SAN MATEO
AGREEMENT WITH COUNTY OF ALAMEDA
Exhibit "A"

Agreement No.30128-15-R73576A

Agreement between the County of San Mateo and County of Alameda:

I. DESCRIPTION OF SERVICES TO BE PERFORMED BY THE CONTRACTOR

1. Under the direction of the NCRIC Supervisor, the Contractor's employee, supports and facilitates the daily operations of the Fusion Center's Terrorism Liaison Officer Outreach Program. The position also insures all State and Federal statutes and regulations are followed and adhered to;
2. Assisting the NCRIC Supervisor with planning and organizing sensitive programs responsible for the collection, development and dissemination of terrorism, suspicious incidents and criminal information to public safety personnel in the NCRIC's Area of Responsibility;
3. Assisting the NCRIC Supervisor with planning and coordinating vulnerability assessments of critical infrastructure sites and key resources located in the NCRIC's Area of Responsibility;
4. Assisting the NCRIC Supervisor with planning and coordinating threat assessments of terrorist and other criminal organizations having a potential impact within the NCRIC's Area of Responsibility;
5. Assisting the NCRIC Supervisor with planning and organizing the Fusion Center's Terrorism Liaison Officer program;
6. Searching for information regarding threat and major criminal activity in the region and, where appropriate, entering approved information into the:
 - a. Homeland Security Information Network.
 - b. California Joint Regional Information Exchange System.
 - c. Law Enforcement Online/NCRIC SIG.
7. Making presentations to public safety, public health and critical infrastructure personnel;
8. Preparing reports, publications, correspondence, graphs, and charts relating to terrorist related criminal activity, major criminal activities and organized criminal groups;
9. Disseminating information bulletins and alerts;
10. Collecting, evaluating, and processing of suspicious activity reports, tips, leads and requests for information within 12 hours of being received by the NCRIC;
11. Disseminating information to the appropriate liaison officer, investigative task force, and/or information sharing agency/task force after approval from NCRIC management, the source agency and the supervisor of FBI-JTTF CT-1 when appropriate;
12. Notifying local public safety liaison officers of Guardian lead assignments and case agent contact information after approval from FBI Guardian Coordinator;
13. Maintaining continuous liaison with local, state and federal public safety agencies, and offices of emergency services to ensure active cooperation and information sharing;
14. Representing the NCRIC in meetings with local, state and federal public safety agencies;
15. Representing the NCRIC in meeting with private sector representatives;
16. Providing local, state and federal public safety agencies and critical infrastructure facilities with high-level technical assistance and terrorism awareness training;
17. Promoting the use of
 - a. The Homeland Security Information Network (HSIN) and other systems as directed by the California Office of Homeland Security, California Department of Justice, and United States Department of Homeland Security.
 - b. The California Joint Regional Information Exchange System (CalJRIES).
 - c. The Fusion Center and Liaison Officer program through meetings and training provided to local public safety agencies and private sector partners.
 - d. The National Criminal Intelligence Sharing Plan (NCISP) and the Fusion Center Guidelines prepared and adopted by the United States Department of Justice, Bureau of Justice Assistance.
 - e. The Department of Homeland Security's Automated Critical Asset Management System (ACAMS).
 - f. The Federal Bureau of Investigation's eGuardian System.
18. Other duties as assigned.

II. AMOUNT AND METHOD OF PAYMENT

- A. Contractor shall prepare and submit an invoice for payment of services rendered in accordance with the policies and procedures established by the County Controller’s Office. In any event, the total payment for services of Contractor shall not exceed **\$161,431** for salary and benefits and **\$15,000** for overtime reimbursement. County shall have the right to withhold payment if County determines that the quality or quantity of work performed is unacceptable. Payments shall be made within 45 days from the date of the applicable undisputed invoice.
- B. Any and all payments made pursuant to this Agreement shall be made with UASI grant funds, and are conditional on the County of San Mateo’s receipt of UASI funds in an amount sufficient to compensate Contractor.
- C. It is understood and agreed by both parties that no County funds are encumbered, obligated or spent under this agreement.

Contractor agrees that the requirements of this Agreement pertaining to the protection of proprietary rights and confidentiality within paragraph 15 and the Hold Harmless provision within paragraph 14 shall survive termination of this Agreement.

CONTRACTOR'S SIGNATURE

DATE

CONTRACTOR'S PRINTED NAME

SHERIFF GREG MUNKS

DATE

SAN MATEO COUNTY SHERIFF'S OFFICE

FISCAL OFFICER FOR THE NCRIC

COUNTY OF SAN MATEO
AGREEMENT WITH COUNTY OF ALAMEDA
Exhibit "B"

Agreement No. 30128-15-R73576A

Agreement between the County of San Mateo and County of Alameda:

CALCULATION OF CHARGES

The County will utilize UASI and only UASI funds to reimburse Contractor who shall assign a public safety employee to serve in the following position, and County shall reimburse Contractor for the full cost of salary, benefits and expenses of said employee as specified below. If UASI funds are not available, the County shall have no obligation whatsoever to pay the Contractor. The employee assigned to the position will be subject to the mutual agreement of the Sheriff or the Sheriff's designee and the NCHIDTA Executive Board or the Board's designee. In consideration of the Contractor's assignment of their employee to serve the NCRIC, County will reimburse Contractor through UASI funding for any and all costs, including but not limited to salary, benefits and expenses as follows:

One (1) County of Alameda Deputy Sheriff to serve as one of the NCRIC's Intelligence Officers with a maximum salary and benefits reimbursement of \$161,431 and maximum overtime reimbursement of \$15,000 for the contract term as stated in Section 3.

Travel: Consistent with provision of necessary federal funding and the NCRIC budget initiative, the cost of travel for Contractor's employee (including cost of renting a vehicle, but excluding liability insurance for the use of the vehicle), per diem, training, and NCRIC-related expenses incurred by said personnel in the performance of their NCRIC duties, will be paid by County.

Benefits: The Contractor's employee will remain an employee of Contractor and although NCRIC will reimburse Contractor for these costs, Contractor will be responsible for providing the assigned employee's employment benefits, including health insurance, retirement contributions, workers' compensation insurance, and automobile insurance.

Contractor agrees that the requirements of this Agreement pertaining to the protection of proprietary rights and confidentiality within paragraph 15 and the Hold Harmless provision within paragraph 14 shall survive termination of this Agreement.

CONTRACTOR'S SIGNATURE

DATE

CONTRACTOR'S PRINTED NAME

SHERIFF GREG MUNKS

DATE

SAN MATEO COUNTY SHERIFF'S OFFICE

FISCAL OFFICER FOR THE NCRIC

COUNTY OF SAN MATEO
AGREEMENT WITH COUNTY OF ALAMEDA
Exhibit "C"

Agreement No.30128-15-R73576A

Agreement between the County of San Mateo and County of Alameda:

SCOPE OF WORK

In consideration of the mutual promises set forth below, the NCRIC and the Contractor agree as follows:

EMPLOYMENT OF CONTRATOR: Subject to the terms and conditions set forth in this Agreement, and in accordance with Government Code Section 19050.8, the NCRIC wishes to utilize the services of a **Deputy Sheriff**, an employee of the Contractor, in the capacity of **Intelligence Officer** in the NCRIC. The contractor in turn, desires to provide the services of a **Deputy Sheriff** to the NCRIC, subject to terms and conditions set forth in this Agreement, and in accordance with Government Code Section 19050.8.

SCOPE OF SERVICES: Under the direction of the NCRIC Director, the Contractor's employee will be assigned to support the **Terrorism Liaison Officer Outreach Program** of the NCRIC. The Contractor's employee will also be responsible for coordination with the Federal Bureau of Investigation, United Northern District of California, the United States Attorney's Office, State Law Enforcement, Local Law Enforcement, Regional Fire Service Agencies and Emergency Management as directly related to major criminal and terrorism investigations, critical infrastructure vulnerability and threat assessments.

FINDINGS: In accordance with Government Code Section 19050.8 and relevant provisions of the California code of regulations, the County has determined that the services of the Contractor's employee are beneficial to the NCRIC and will enable the NCRIC needed public safety expertise to assist the operations of the NCRIC. Additionally, the County and the Contractor have determined that this agreement describes the period, the duties, and conditions of services of the Contractor's employee , and subject to the general terms and conditions set forth below, that this agreement provides for, or precedes, all rights and benefits to which the Contractor's employee, as an employee of the Contractor, is otherwise entitled.

Contractor agrees that the requirements of this Agreement pertaining to the protection of proprietary rights and confidentiality within paragraph 15 and the Hold Harmless provision within paragraph 14 shall survive termination of this Agreement.

CONTRACTOR'S SIGNATURE

DATE

CONTRACTOR'S PRINTED NAME

SHERIFF GREG MUNKS

DATE

SAN MATEO COUNTY SHERIFF'S OFFICE

FISCAL OFFICER FOR THE NCRIC

COUNTY OF SAN MATEO
AGREEMENT WITH COUNTY OF ALAMEDA
Exhibit "D"

Agreement No.30128-15-R73576A

Agreement between the County of San Mateo and County of Alameda:

TERMS AND CONDITIONS

TERMINATION: In addition to Paragraph 17, termination for convenience, of the General terms and conditions, the County and the Contractor hereby agree as follows:

- a. Contractor understands and agrees that the Contractor's employee assigned to the NCRIC serves at the pleasure of the NCRIC, and the NCRIC can terminate this agreement for any reason whatsoever upon written notice to Contractor. In the event of termination, the NCRIC shall give notice of termination, the Contractor shall immediately cease rendering services pursuant to this agreement, but shall be entitled to payment for the reasonable value of services prior to termination.
- b. Contractor shall have the right to terminate this agreement at any time upon thirty (30) days written notice to the NCRIC. In the event the Contractor shall give such notice of termination, the Contractor shall immediately cease rendering services as pursuant to this agreement, but shall be entitled to payment for the reasonable value of services prior to termination.

ENTIRE AGREEMENT: This Agreement contains the entire arrangement and understanding between the County and the Contractor and supersedes whatever oral or written understandings they may have had prior to the execution of this agreement. No course of prior dealings between the County of San Mateo and NCRIC and the Contractor, no uses of trade, and no parole or extrinsic evidence of any nature shall be used or be relevant to supplant, explain, or modify any term used in this agreement.

ENFORCEMENT OF AGREEMENT: Any litigation arising out of or connected with this agreement shall be instituted and maintain in the Superior Court of California, County of San Mateo; and further, any such litigation, arbitration, or other legal proceedings which may arise between the County and the Contractor, the prevailing party shall be entitled to recover its costs, including costs of arbitration, in reasonable attorney fees in addition to any other relief to which such party may be entitled.

NOTICES: All notices required or permitted hereunder shall be given to this are tacked in the contractor in writing at their respective addresses set forth below:

San Mateo County/NCRIC
Mike Sena, Director
PO Box 36102
450 Golden Gate Avenue, 14th Floor
San Francisco, CA 94102

County of Alameda
Sheriff's Office
Gregory J. Ahern, Sheriff
1401 Lakeside Drive, 12th Floor
Oakland, CA 94612

Contractor agrees that the requirements of this Agreement pertaining to the protection of proprietary rights and confidentiality within paragraph 15 and the Hold Harmless provision within paragraph 14 shall survive termination of this Agreement.

CONTRACTOR'S SIGNATURE

DATE

CONTRACTOR'S PRINTED NAME

SHERIFF GREG MUNKS

DATE

SAN MATEO COUNTY SHERIFF'S OFFICE

FISCAL OFFICER FOR THE NCRIC

COUNTY OF SAN MATEO
AGREEMENT WITH COUNTY OF ALAMEDA
Exhibit "E"

Agreement No.30128-15-R73576A

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

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.
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).
20. Will comply with any applicable financial and administrative requirements set forth in: the current edition of the DHS Financial Management Guide; OMB Circular A-21, "Cost Principles for Educational Institutions" (see 2 CFR Part 220); OMB Circular A-87, "Cost Principles for State, Local, and Indian Tribal Governments" (see 2 CFR Part 225); OMB Circular A-122, "Cost Principles 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.
 - b. Title IX of the Education Amendments of 1972, as amended (20 U.S.C. § 1681 et seq.), which prohibits discrimination on the basis of gender in educational programs and activities. These regulations are codified at 6 CFR Part 17 and 44 CFR Part 19.
 - 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: www.fema.gov/doc/government/grant/bulletins/info329_final_screening_memo.doc.
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.).

- d. Protection of underground sources of drinking water under the Safe Drinking Water Act of 1974 (P.L. 93-523), as amended.
 - e. California Environmental Quality Act (CEQA), California Public Resources Code Sections 21080-21098, and California Code of Regulations, Title 14, Chapter 3, §§ 15000-15007.
 - f. Wild and Scenic Rivers Act of 1968 (16 U.S.C. § 1271 et seq.) relating to protecting components or potential components of the national wild and scenic rivers system.
 - 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.
41. Will comply with Section 6 of the Hotel and Motel Fire Safety Act of 1990, 15 U.S.C. § 2225(a), which requires that all subgrantees, recipients, and subrecipients ensure that any conference, meeting, convention, or training space, funded in whole or in part with Federal funds, complies with the fire prevention and control guidelines of the Federal Fire Prevention and Control Act of 1974 (15 U.S.C. § 2225).
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 Practices Act of 1974 (49 U.S.C. § 40118) and the interpretative guidelines issued by the Comptroller General of the United States in the March 31, 1981 amendment to Comptroller General Decision B138942.
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 deobligation 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.
53. Will comply with all applicable provisions of the Davis-Bacon Act (40 U.S.C. §§ 276a to 276a-7), the Copeland Act (40 U.S.C. § 276c; 18 U.S.C. § 874), and the Contract Work Hours and Safety Standards Act (40 U.S.C. §§ 327-333), regarding labor standards for Federally-assisted construction subagreements.
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, sub-contracts 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.

The undersigned represents that he/she is authorized by COUNTY OF ALAMEDA to execute these Grant Assurances for and on behalf of COUNTY OF ALAMEDA.

Signature of Authorized Agent: _____

Printed Name of Authorized Agent: _____

Date: _____

**AMENDMENT TO AGREEMENT BETWEEN
THE COUNTY OF SAN MATEO AND COUNTY
OF ALAMEDA**

THIS AMENDMENT TO THE AGREEMENT, entered into this 28th day of May 2015 by and between the COUNTY OF SAN MATEO, hereinafter called "County," and COUNTY OF ALAMEDA, hereinafter called "Contractor";

W I T N E S S E T H:

WHEREAS, pursuant to Government Code, Section 31000, County may contract with independent contractors for the furnishing of such services to or for County or any Department thereof;

WHEREAS, the parties entered into an Agreement for personnel services for the Northern California Regional Intelligence Center (NCRIC) on Agreement No. 30128-15-R73576A; and

WHEREAS, the parties wish to amend the Agreement to revise the contract term.

NOW, THEREFORE, IT IS HEREBY AGREED BY THE PARTIES HERETO AS FOLLOWS:

1. Section 3 of the agreement is amended to read as follows:

CONTRACT TERM The term of this Agreement shall be from **January 1, 2015 to December 31, 2015**, unless terminated earlier by the County pursuant to Section 17 or automatically pursuant to Section 1.

2. **All other terms and conditions of Agreement No. 30128-15-R73576A, between the County and Contractor shall remain in full force and effect.**

IN WITNESS WHEREOF, the parties hereto, by their duly authorized representatives, have affixed their hands.

COUNTY OF SAN MATEO

By: _____
Greg Munks, Sheriff, San Mateo County

Date: _____

COUNTY OF ALAMEDA

Contractor's Signature

Date: _____