

THE BOARD OF SUPERVISORS OF THE COUNTY OF STANISLAUS  
ACTION AGENDA SUMMARY

DEPT: CHIEF EXECUTIVE OFFICE

BOARD AGENDA# \*B-6

Urgent \_\_\_\_\_ Routine X

AGENDA DATE September 16, 2003

CEO Concurs with Recommendation YES ht NO \_\_\_\_\_  
(Information Attached)

4/5 Vote Required YES \_\_\_\_\_ NO ✓

SUBJECT:

APPROVAL TO ACCEPT A GRANT FROM THE STATE HOMELAND SECURITY GRANT PROGRAM FOR THE ENHANCEMENT OF LOCAL EMERGENCY RESPONSE TO WEAPONS OF MASS DESTRUCTION (WMD) AND ESTABLISH THE BUDGET

STAFF RECOMMENDATIONS:

1. APPROVE RECEIPT OF THE GRANT FROM THE STATE OFFICE OF HOMELAND SECURITY TO ENHANCE LOCAL HOMELAND SECURITY EFFORTS IN THE AMOUNT OF \$458,412.
2. DIRECT THE AUDITOR-CONTROLLER TO ESTABLISH A NEW SPECIAL REVENUE FUND BUDGET UNIT AND ESTABLISH APPROPRIATIONS CONSISTENT WITH THE ATTACHED BUDGET JOURNAL ROLLING OVER FUNDS AT YEAR END.
3. AUTHORIZE THE OPERATIONAL AREA TO APPLY FOR THIS AND FUTURE HOMELAND SECURITY GRANTS. (continued on page 2)

FISCAL IMPACT:

This grant will provide \$458,412 in funding for equipment, exercises, planning and administration to update and implement the state homeland security strategy regarding WMD/Terrorism preparedness. This grant is federally funded and does not require any County contribution. The recommendation will establish a separate unit in the Special Revenue Fund.

BOARD ACTION AS FOLLOWS:

No. 2003-816

On motion of Supervisor Paul, Seconded by Supervisor Caruso

and approved by the following vote,

Ayes: Supervisors: Paul, Mayfield, Grover, Caruso, and Chairman Simon

Noes: Supervisors: None

Excused or Absent: Supervisors: None

Abstaining: Supervisor: None

1) X Approved as recommended

2) \_\_\_\_\_ Denied

3) \_\_\_\_\_ Approved as amended

MOTION:

1010-08

ATTEST:

Christine Ferraro  
CHRISTINE FERRARO TALLMAN, Clerk

File No.

STAFF  
RECOMMEN-  
DATIONS

- CONTINUED: 4. AUTHORIZE THE ASSISTANT DIRECTOR OF THE OFFICE OF EMERGENCY SERVICES TO FINALIZE AND EXECUTE A STANDARD MEMORANDUM OF UNDERSTANDING (MOU) TO BE USED WHEN ISSUING EQUIPMENT TO NON-COUNTY AGENCIES FOR THIS AND OTHER EQUIPMENT GRANTS.

DISCUSSION: In the aftermath of the terrorist attacks of September 11, 2001, the Department of Homeland Security (DHS) was “created to protect the nation against further terrorist attacks.” Since March 1, 2003, the Department of Homeland Security awarded approximately \$4.4 billion dollars in funding for grants to enhance the preparedness level of state and local governments. The State of California emulated the federal government forming the California Office of Homeland Security to coordinate the state’s information-gathering and security efforts. The federal grant funding is being filtered to local government agencies by the California Office of Homeland Security. Through the first grant, FY03 State Homeland Security Grant Program, Stanislaus County is eligible for \$458,412 in funding. Stanislaus County is allotted \$339,848 for equipment, \$84,697 for an exercise, and \$33,868 for planning and administration. The program is 100 percent federally funded, requiring no matching funds.

Only the local Operational Area, which is coordinated by the County Office of Emergency Services, is eligible to apply for the funds. The allocation of the \$458,412 is determined by the Anti-Terrorism Approval Body, known as the Approval Authority, consisting of the county public health officer, county fire chief or chief of fire authority, municipal fire chief, county sheriff, and chief of police. The Approval Authority for Stanislaus County consists of Dr. John Walker, Stanislaus County Public Health Officer, Chief Gary Hinshaw, Stanislaus County Fire Warden, Chief James Miguel, City of Modesto Fire Chief, Sheriff Les Weidman, Stanislaus County Sheriff, and Chief Roy Wasden, City of Modesto Police Chief. The Approval Authority must agree on the allocation of funds for this and future Homeland Security grants.

With the \$339,848 allowed for equipment the Approval Authority agreed on the purchase of personal protective equipment for law enforcement and EMS first responders throughout Stanislaus County. Equipment is being purchased with an emphasis on interoperable communication equipment for law enforcement and public health. Chemical and biological resistant coats are being purchased for fire first responders. A hazmat tow vehicle is being purchased for Modesto Fire Department, but will be utilized to abate

incidents throughout the County. An itemized list of the equipment recommended for purchase is attached.

The Stanislaus Operational Area is responsible for all inventory and auditing requirements for equipment purchased through this grant. Because equipment will be disbursed to non-County agencies, County Counsel has drafted a standard Memorandum of Understanding (MOU) to be signed by the County and the receiving agency. The MOU will be finalized and may be used for this and other equipment grants.

The exercise funding of \$84,697 will be used to conduct a forensic epidemiology exercise designed by the Center for Disease Control. The \$33,868 for planning and administration will be used to prepare a risk/threat analysis that will include the County and its nine cities and for approved expenses incurred in the administration of this grant by the Operational Area.

It is recommended that Board approval be granted to accept this funding.

**POLICY  
ISSUE:**

Authorization by the Board to accept this grant will serve to enhance the Board's goals and priorities of a safe and healthy community and multi-jurisdictional cooperation.

**STAFFING  
IMPACTS:**

Funds from this grant may be used to hire part-time, temporary help.

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# AUDITOR-CONTROLLER BUDGET JOURNAL

## BUDGET JOURNAL SCREEN

Budget Organization: **Stanislaus Budget Org - EM**  
 Budget: **LEGAL BUDGET**  
 Accounting Period From: **Jul-03**  
 To: **Jun-04**



## BATCH SCREEN

Journal Batch: **ELM-CEO**  
 Category: **Budget**

Line	Coding Structure							Period	Description
	Fund	Org	Account	G/L Proj	Loc	Misc	May-00		
	4	7	5	7	6	8	AMOUNT		
1			65950	0000000	000000	000000	.0	43,606.28	Special Programs
2			60200	0000000	000000	000000	.0	105,826.12	Dry goods - clothing-pers supplies
3			61680	0000000	000000	000000	.0	86,706.09	Communication equipment upgrade
4			62840	0000000	000000	000000	.0	27,126.00	Computer Software - non asset
5			63120	0000000	000000	000000	.0	21,497.00	Programming Services
6			84070	0000000	000000	000000	.0	46,216.25	Car
7			60655	0000000	000000	000000	.0	3,526.00	Small tools & instruments
8			61660	0000000	000000	000000	.0	5,343.26	Maintenance - contracts
9			50000	0000000	000000	000000	.0	68,565.00	Salaries
10			62400	0000000	000000	000000	.0	25,000.00	Miscellaneous expense
11			67040	0000000	000000	000000	.0	20,000.00	Travel
12			62861	0000000	000000	000000	.0	5,000.00	Computer Equipment
13			25000	0000000	000000	000000	.0	458,412.00	Increase State - Other
14							.0		
15							.0		
16							.0		
17							.0		
18							.0		
19							.0		
20							.0		
21							.0		
22							.0		
23							.0		
24							.0		
25							.0		
Totals								916,824.00	

Explanation: To establish a new Special Revenue Fund Budget unit and to accept Homeland Security funding for equipment purchases and exercise, planning and administration obligations.

Requesting Department	CEO	Auditors Office Only	
Gary Hinshaw Signature ✓ 30-Jul-03 Date	 Signature Date	Prepared By Date	 Admin Approval (\$75K+) 9/9/03 Date

**Budget Detail Worksheet - Equipment**

County \_\_\_\_\_

Purchasing Jurisdiction	Receiving Jurisdiction	Discipline	M=Maintenance/ Repair P=Equipment Purchase	Item #	Category	Equipment Description	Item Cost						OPTIONAL Total Cost to be Paid by Local		
							Unit Cost	Qty	Unit Cost Total*	Tax	Shipping, Handling	Item Total Cost		Total Cost to be Charged to Grant	
Stanislaus County	Turlock, Newman, Sheriff, Pub	LE, PH	P	31	1	Surviv Air Full Face Optifit	\$55.00	258	\$14,190.00	\$1,046.51	\$45.00	\$15,281.51	\$15,281.51		
Stanislaus County	Sheriff, Pub Health	LE, PH	P	31	1	Surviv Air Respirator cartridges	\$12.16	318	\$3,866.88	\$285.18	\$45.00	\$4,197.06	\$4,197.06		
Stanislaus County	Ceres, Oakdale	LE	P	31	1	Scott Pro Mask Full Face	\$160.00	76	\$12,160.00	\$896.80	\$45.00	\$13,101.80	\$13,101.80		
Stanislaus County	Ceres, Oakdale	LE	P	31	1	Scott M95 NBC Filter Micronel Safety M-95	\$40.00	76	\$3,040.00	\$224.20	\$45.00	\$3,309.20	\$3,309.20		
Stanislaus County	Turlock	LE	P	31	1	full face tactical kit	\$250.00	12	\$3,000.00	\$221.25	\$45.00	\$3,266.25	\$3,266.25		
Stanislaus County	Nmn, Tick, Crs, Okdl, Sheriff, PH	LE, PH	P	29	1	Poly-coated tyvek coverall	\$2.98	470	\$1,400.60	\$103.29	\$45.00	\$1,548.89	\$1,548.89		
Stanislaus County	Nmn, Tick, Crs, Okdl, Sheriff, PH	LE, PH	P	112	1	Glove - 5 ml nitrile	\$5.90	200	\$1,180.00	\$87.03	\$45.00	\$1,312.03	\$1,312.03		
Stanislaus County	Nmn, Tick, Crs, Okdl, Sheriff, PH	LE, PH	P	30	1	Glove - Sol-vex	\$1.36	670	\$911.20	\$67.20	\$45.00	\$1,023.40	\$1,023.40		
Stanislaus County	Nmn, Tik, Crs, Okd, Shrrf, PH, Ag	LE, PH, AG	P	114	1	Booties - HazMat	\$2.39	770	\$1,840.30	\$135.72	\$45.00	\$2,021.02	\$2,021.02		
Stanislaus County	Nmn, Tick, Crs, Okdl, Sheriff, PH	LE, PH	P	37	1	Safety glasses	\$1.55	484	\$750.20	\$55.33	\$45.00	\$850.53	\$850.53		
Stanislaus County	Nmn, Tick, Crs, Okdl, Sheriff, PH	LE, PH	P	149	1	Cotton towel	\$0.70	659	\$461.30	\$34.02	\$45.00	\$540.32	\$540.32		
Stanislaus County	Nmn, Tick, Crs, Okdl, PH	LE, PH	P	113	1	Chem tape	\$11.59	354	\$4,102.86	\$302.59	\$45.00	\$4,450.45	\$4,450.45		
Stanislaus County	Nmn, Tick, Crs, Okdl, Sheriff, PH	LE, PH	P	269	1	Duffle Bag	\$13.98	334	\$4,669.32	\$344.36	\$45.00	\$5,058.68	\$5,058.68		
Stanislaus County	Modesto Police (50) & Sheriff (25)	LE	P	86	4	Portable Radios w/ microphones & chargers	\$475.00	75	\$35,625.00	\$2,627.34	\$45.00	\$38,297.34	\$38,297.34		
Stanislaus County	Public Health	PH	P	88	4	Computer surveillance	\$40,000.00	1	\$40,000.00	\$2,950.00	\$45.00	\$42,995.00	\$42,995.00		
Stanislaus County	Public Health	PH	P	86	4	Communication Equip	\$20,000.00	1	\$20,000.00	\$1,475.00	\$45.00	\$21,520.00	\$21,520.00		
Stanislaus County	Stanislaus County	AG	P	88	4	HazMat Tracking Software	\$5,200.00	1	\$5,200.00	\$383.50	\$45.00	\$5,628.50	\$5,628.50		
Stanislaus County	Modesto Fire	Fire	P	271	10	HazMat Tow Vehicle	\$43,000.00	1	\$43,000.00	\$3,171.25	\$45.00	\$46,216.25	\$46,216.25		
Stanislaus County	Various Law Enforcement	LE	P	86	4	Interoperable Comm	\$25,000.00	1	\$25,000.00	\$1,843.75	\$45.00	\$26,888.75	\$26,888.75		
Stanislaus County	Various Fire Depts	Fire	P	111	1	Chem/Bio coat	\$200.00	435	\$87,000.00	\$6,416.25	\$55.00	\$93,471.25	\$93,471.25		
Stanislaus County	Stanislaus County	HazMat	P	255	9	Small hand tools	\$1,000.00	3	\$3,000.00	\$221.25	\$45.00	\$3,266.25	\$3,266.25		
Stanislaus County	Stanislaus County	HazMat	P	269	9	HazMat Box	\$200.00	1	\$200.00	\$14.75	\$45.00	\$259.75	\$259.75		
Stanislaus County	Stanislaus County	HazMat	M	48	5	Multi-gas Meter	\$2,400.00	1	\$2,400.00	\$0.00	\$0.00	\$2,400.00	\$2,400.00		
Stanislaus County	Stanislaus County	HazMat	M	50	5	Photo-Ionization Det	\$1,000.00	1	\$1,343.76	\$0.00	\$0.00	\$1,343.76	\$1,343.76		
Stanislaus County	Stanislaus County	HazMat	M	51	5	Flame-Ionization Det	\$1,600.00	1	\$1,600.00	\$0.00	\$0.00	\$1,600.00	\$1,600.00		
<b>Totals - This Page</b>							\$312,997.66			\$22,906.58	\$1,000.00	\$339,848.00	\$339,848.00		
<b>Grand Totals (complete on final page of Worksheet)</b>															

**MEMORANDUM OF UNDERSTANDING BETWEEN STANISLAUS  
COUNTY, AS ADMINISTRATOR OF AN OPERATIONAL  
AREA, AND \_\_\_\_\_, A \_\_\_\_\_,  
REGARDING USE OF EQUIPMENT ACQUIRED  
UNDER THE CALIFORNIA STATE HOMELAND  
SECURITY GRANT PROGRAM**

**PURPOSE OF MEMORANDUM:**

This Memorandum of Understanding (MOU) is entered into by the parties named above to establish the terms under which a qualifying local public entity or agency, or qualifying institution operating in the public interest, may be allowed the temporary use of equipment purchased by Stanislaus County with grant funds transferred to the County pursuant to the California State Homeland Security Grant Program (SHSGP). Stanislaus County is the recipient of SHSGP funds, which are only to be used for purchasing particular equipment and supplies for use in meeting the threat or event of terrorism, for training of emergency response and other designated personnel to likewise meet that threat, and for limited administration expenses. The County may, in its sole discretion, allow local public entities, agencies, or other institutions to retain such equipment to prepare for and meet the threat of terrorism against the public, and retain supplies for the same purpose, pursuant to this MOU. This MOU therefore states the terms and conditions under which a qualifying local public entity or agency, or qualifying institution, may borrow property acquired and owned by Stanislaus County under the SHSGP, and the entire agreement is in the nature of a borrowing arrangement or bailment.

THEREFORE, the Office for Emergency Services for the County of Stanislaus, located at 3705 Oakdale Road, Modesto, California, and \_\_\_\_\_, located at \_\_\_\_\_, in consideration of the mutual undertakings and conditions set forth below, will abide by this MOU, and do hereby agree as follows:

**Part 1 - Definitions**

As used in this Memorandum of Understanding, the following definitions apply:

- 1.0 "Agreement" mean this Memorandum of Understanding between the Operational Area "OA", as defined in §1.4 of this Part, and the "USER", as defined in §1.10 of this Part. The word "Agreement" is intended to be used interchangeably in reference to this Memorandum of Understanding, or MOU.
- 1.1 "Equipment" means any tangible thing purchased under the State Homeland Security Grant Program (SHSGP), with a depreciable life in excess of one (1) year and intended for relatively long-term use. "Equipment" is exemplified by such items as motor vehicles, power or hand tools, computers, nuclear or chemical detection devices, rechargeable NiCad batteries, cameras, durable protective clothing, etc.

- 1.2 "Grant" or "grant funds" means money given by the federal government to the State of California, and distributed to counties under the SHSGP.
- 1.3 "Grantee" means the OA (the County of Stanislaus and its Office of Emergency Services) as defined in § 1.4 of this Part, who has received grant funds pursuant to the SHSGP.
- 1.4 "OA" means the County of Stanislaus and its Office of Emergency Services, acting as an Operational Area which receives grant funds and purchases equipment, conducts or directs training and exercises, and performs administrative functions.
- 1.5 "Program" means the California State Homeland Security Grant Program (SHSGP).
- 1.6 "Property" means "equipment" or "supplies" as defined in this Part, to be utilized by the USER, owned by the OA, and listed with respect to USER in the "Property Schedule" attached to this Agreement.
- 1.7 "Supply" or "supplies" means any tangible thing purchased under the program with a relatively short usable life or period until expiration, or which is consumable under ordinary conditions of use. "Supplies" are exemplified by items such as latex gloves, decontamination wipes, alkaline batteries, atropine auto-injectors, etc.
- 1.8 "Terrorism" in all its forms and tenses, means any activity that involves an act that is dangerous to human life or potentially destructive of critical infrastructure or key resources; and is a violation of the criminal laws of the United States or of any State or other subdivision of the United States; and appears to be intended to intimidate or coerce a civilian population; to influence the policy of a government by intimidation or coercion; or to affect the conduct of a government by mass destruction, assassination, or kidnaping.
- 1.9 "Utilize" in all its forms and tenses, means the privilege of **temporary** : 1) possession; 2) dominion and control over; and 3) operation of, property furnished to the USER, granted by the OA for the purpose of preparing for or meeting a terrorist threat or act.
- 1.10 "USER" means the government, public entity, public agency, public corporation, or private corporation whether for-profit or not-for-profit, with whom the OA enters into this bailment agreement.
- 1.11 "Bailment" means a delivery of personal property by the County of Stanislaus or OA to the USER for a specific purpose under this Agreement.

## **Part 2 - Term of the Agreement and Voluntary Termination**

- 2.0 This Agreement is made this \_\_\_\_ day of \_\_\_\_\_, 200\_\_.
- 2.1 This agreement is to remain in full force and effect from the day of its execution, binding on both parties, for an indefinite period so long as USER utilizes any

property furnished to it by OA.

- 2.2 OA reserves the right to terminate this agreement, the utilization of all property by USER under it, or the utilization of any item or items of property under it, upon \_\_\_\_ days notice to USER at its location given above. OA will pick up all property furnished to USER within \_\_\_\_ days notice. The cost of such pick-up shall be borne by the OA. It is understood that supplies with a relatively short usable life period may have been consumed by USER and cannot be returned to OA.
- 2.3 USER may terminate this agreement at any time by performing any of the following acts, or a combination of them.
- 2.3.0 Delivering all property furnished to USER by OA under this agreement to the yard, depot, warehouse, or other facility it was obtained from, after giving OA notice in a reasonable manner no less than \_\_\_\_ days before USER delivers the property. The cost of such delivery or shipment shall be born by USER.
- 2.3.1 Notifying OA in writing no less than \_\_\_\_ days before it intends to cease utilizing the property. USER may then request OA to retrieve the property from a location designated by the parties, but if the cost of such retrieval or shipment exceeds \$\_\_\_\_\_, USER shall bear the cost of such retrieval or shipment.

### **Part 3 - Performance**

- 3.0 USER hereby understands and agrees that it may only utilize the property owned by OA and furnished to USER under the program and this Agreement. Utilization of property by USER passes no title from OA to USER. This Agreement therefore states the terms and conditions under which USER may gratuitously borrow property acquired and owned by OA under the program, and the entire Agreement is in the nature of a bailment.
- 3.1 All property shall be utilized under this Agreement for the sole purpose of preparing for, responding to, and meeting the threat of or an act or acts of terrorism within the jurisdiction or territory of USER.
- 3.2 USER shall be financially responsible to and reimburse OA for the loss or destruction of all or any item of equipment, or damage thereto caused an act of negligence on the part of the USER. USER shall be financially responsible to OA for the willfully negligent or intentional loss or destruction of supplies, but not for the normal utilization of supplies in the course of carrying out §3.1.
- 3.3 All equipment shall be maintained in good working order and be reasonably protected by USER from damage or theft. Such care and maintenance are the sole financial responsibility of USER.
- 3.4 All regularly scheduled maintenance of equipment pursuant to manufacturers' instructions shall be performed by USER and be the responsibility, financial and

otherwise, of USER.

- 3.5 All supplies shall be stored according to manufacturers' instructions so as to avoid undue spoilage or unnecessary waste. USER shall also take reasonable steps to protect supplies from theft or pilfering.
- 3.6 OA shall furnish USER with all manuals, instructions, schedules, diagrams, and like documents or copies thereof, and any special tools or auxiliary apparatus accompanying the property from the manufacturer, needed to carry out the requirements of sections 3.1, 3.3, 3.4, and 3.5.
- 3.7 At the direction of the OA and upon no less than \_\_\_\_ days notice, USER shall be required to relinquish and transfer or allow to be transferred any property it utilizes to another public entity, agency, or public or private institution, or to OA, for the other entity's temporary or permanent use, utilization, or other disposition. USER is required to repair or restore any equipment to the full operational condition it was received in from OA before it is transferred under this section unless otherwise instructed by OA.
- 3.7.0 Any cost incurred by USER in transferring property under section 3.7, such as shipping or transportation costs, shall be reimbursed by OA, not to exceed \$\_\_\_\_\_. OA shall not reimburse USER for any repair or restoration required under section 3.7.
- 3.8 In the case of a transfer of equipment directed by OA under §3.7 in response to an actual occurrence of terrorism, i.e. an "actual emergency," USER need not repair or restore equipment to its full operational condition before transfer. However, USER will be financially liable for the cost of making repairs, purchasing parts, etc., after the transfer, including emergency repairs, and subsequent permanent repairs if necessary.
- 3.8.0 Notice will not be required of OA to direct a transfer of property under §3.7 in case of an actual occurrence of terrorism, i.e. an "actual emergency."
- 3.9 USER may be requested to utilize property under this Agreement in mutual aid of a different public entity or jurisdiction outside of its own, by OA or competent authority of the State of California or the government of the United States, in response to an actual threat or occurrence of terrorism. OA hereby authorizes the utilization of property in reaction to any immediate threat or actual occurrence of terrorism outside of USER's jurisdiction at USER's discretion or pursuant to a duly enacted mutual aid agreement.
- 3.9.0 Upon notification to OA, USER shall not be required to transfer any property under §3.7, or utilize any property under §3.9, if in either instance it would substantially impair USER's ability to respond to an imminent threat or actual occurrence of terrorism in its own jurisdiction or pursuant to its own operations, or would otherwise pose a threat of serious bodily harm or death.

- 3.9.1 No person below the rank of \_\_\_\_\_ or title of \_\_\_\_\_ shall have authority to order USER to effectuate a relinquishment or transfer of property under §3.7, or make a request by OA under §3.9.
- 3.9.2 OA shall not seek to hold USER liable for refusing a request for utilization from any authority of the State of California below the rank of \_\_\_\_\_ or title of \_\_\_\_\_ under §3.9; nor for refusing a request for utilization from any authority of the government of the United States below the rank of \_\_\_\_\_ or title of \_\_\_\_\_ .
- 3.10 USER shall not modify or alter any property, except that USER may have parts replaced or minor modifications made to equipment to effectuate §§3.4 and 3.7. No repairs or modifications shall cause property to perform below manufacturer's standards, nor void the manufacturer's warranties. Normal wear and tear shall not be considered a modification or alteration, nor the expiration of usefulness of supplies with a limited shelf life due to age, nor the consumption of supplies authorized by the terms of this Agreement.
- 3.11 Any license, certificate, or permit required by the federal, state, county, or municipal government required for the utilization of any property shall be maintained or obtained by USER. Licenses, certificates, and permits may include, but are not limited to, driver's licenses, operator's permits, professional licenses, business licenses, and organizational accreditation certificates.
- 3.12 USER shall obtain the property it is utilizing under this Agreement at the place and time provided for in the aforementioned Property Schedule.

#### **Part 4 - Audits, Reports, Records, and Monitoring Procedures**

- 4.0 USER agrees that OA, the California State Auditor, or legislative authority, or any of their duly authorized representatives at any time during normal business hours, and as often as deemed necessary, shall have access to and the right to examine, audit, excerpt, copy, and transcribe, any books, documents, papers, records, and the accounting procedures and practices, of USER which are relevant to this Agreement.
- 4.0.0 USER understands that independent, private auditors may be duly authorized representatives of OA or the State of California, and USER shall permit independent auditors to have access to the records described in §4.0.
- 4.1 USER agrees that OA, or any of its duly authorized representatives at any time during normal business hours, and as often as deemed necessary, shall have access to and the right to examine and inspect any property.
- 4.2 USER shall report **any** loss or destruction of equipment to OA immediately, and the cause of such loss or destruction that can be ascertained within a reasonable time.

- 4.3 USER shall report any damage to equipment to OA that requires USER to have an independent contractor or another public entity repair the damage. In any event, USER shall notify OA of any damage to equipment that makes the equipment unavailable for use for a period in excess of \_\_\_\_\_ days.
- 4.4 USER shall report damage to or destruction of supplies to OA, and shall report the cause of such damage or destruction that can be ascertained within a reasonable time. The expiration of usefulness of supplies with a limited shelf life due to age, or the consumption of supplies authorized by the terms of this agreement, shall not constitute "damage or destruction" within the meaning of this section.
- 4.5 USER shall maintain all books, documents, inventories, papers, records, and reports relevant to this Agreement for the following time periods.
  - 4.5.0 From the time they are received or generated, throughout the time the property is utilized by USER.
  - 4.5.1 For three (3) years after the property is relinquished by, transferred by, or some other disposition is made by or for, USER.
- 4.6 USER shall keep a detailed inventory of all property furnished under this Agreement, with at least one (1) copy in printed form. At minimum, the inventory shall list each item of property by name, the quantity in recognized units (each, dozen, pounds, grams, etc.), the date it was acquired from OA, and its whereabouts so that it can be readily located for audit or inspection. Attached or nearby for reference shall be any repair orders or shipping orders, and any proof of payment thereof, for the property if it has been repaired or sent to the manufacturer or a facility for repair.

## **Part 5 - Agency, Indemnity, and Insurance**

- 5.0 This Agreement creates no agency relationship between the parties, nor that of joint venturers. OA is not responsible for USER's acts or omissions with regard to property utilized recklessly, negligently, or intentionally in violation of law, and USER shall defend and indemnify OA against any and all actions at law and equity arising therefrom.
- 5.1 USER, by virtue of this Agreement, has no authority to bind or incur any obligation on behalf of OA. Except as expressly provided in this Agreement, USER has no authority or responsibility to exercise any rights or powers vested in OA. No agent, officer, or employee of OA is to be considered an employee of USER.
- 5.2 USER shall procure and maintain in force a business auto liability insurance policy with minimum coverage levels of one million (\$1,000,000) dollars per occurrence with a combined limit of three million (\$3,000,000) dollars for bodily injury liability and property damage liability, on any equipment that is a motor vehicle during any period in which it utilizes such equipment. USER shall be solely financially responsible for the payment of premiums under any such insurance policies

required.

5.2.0 OA shall supply USER with a Certificate of Bailment for motor vehicle equipment it utilizes, stating that OA has title to such equipment, USER has dominion and control over the equipment for limited purposes, and USER has standing and authority to insure the equipment.

5.3 USER and any other responsible party shall hold harmless, defend, and indemnify OA against any legal claim or action claiming damage, contamination, or the threat thereof, for any discharge of chemical, radiological, or biological, substances inherent to or integral and consequential to the normal functioning of property utilized by USER.

5.4 As owner, OA shall be the sole beneficiary of any warranties, rebates, and refunds on property.

### **Part 6 - Assignment, Integration, Jurisdiction**

6.0 This Agreement is not assignable by USER. USER agrees not to transfer, lend, lease, or purport to assign any property under this Agreement to any person or entity without express permission of OA.

6.1 This Agreement or MOU is the whole agreement between OA and USER and no modification or waiver shall be binding unless made in writing, signed by both parties. This Agreement will become binding on OA and USER when signed by both parties.

6.2 This Agreement shall be governed by the laws of the State of California. In the event either party to this Agreement commences an action, at law or in equity, the prevailing party in such action shall be entitled to reasonable attorney's fees as well as other judgments in its favor.

### **Part 7 - Notices**

7.0 Any notices required by this Agreement or by any provision of law shall be made in writing to the parties as follows:

County of Stanislaus  
Office of Emergency Services  
3705 Oakdale Road  
Modesto, CA 95358

[USER]  
[address]  
Modesto, CA 95xxx

Homeland Security Grant Program, Agreement to Lend Equipment and Supplies - Stanislaus County

IN WITNESS WHEREOF, the undersigned have executed this Agreement on the date written above in Section 2.0.

COUNTY OF STANISLAUS

[USER]

By

Gary Hinshaw  
CHIEF

By

JOHN DOE  
CHIEF ADMINISTRATIVE OFFICER

APPROVED AS TO FORM ONLY

By

VICTORIA A. HALLIDAY  
Deputy County Counsel

APPROVED AS TO CONTENT

By

Eileen Melson  
Senior Management Consultant

C:\TEMP\SHSGP.WPD

**Department of Homeland Security, Office for Domestic Preparedness,  
FY03 State Homeland Security Grant Program - Application for Assistance**

---

**Applicant:** Stanislaus County  
County

**Contact Information:**

3705 Oakdale Road  
Authorized Agent Mailing Address

Modesto, CA 95357  
City, State, Zip Code

Gary Hinshaw, Asst. Director of Emerg. Services  
Name/Title

(209) 552-3600  
Area Code/Office Telephone Number

hinshwg@mail.co.stanislaus.ca.us  
E-Mail Address

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Maximum Amount Authorized-Total Grant (from Appendix A)	\$ <u>\$458,412</u>
Equipment Amount Requested	\$ <u>339,848</u>
Exercise Amount Requested	\$ <u>84,697</u>
Planning Amount Requested	\$ <u>5,000</u>
Administration Amount Requested	\$ <u>28,868</u>
Total Amount Requested	\$ <u>\$458,412*</u>

\*This is the amount listed in FY03 State Homeland Security Grant. Actual amount of allocations for Stanislaus County totals \$458,413.

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**Certification and Signature or Authorized Agent**

*I hereby certify that the attached application represents the Operational Area's Approval Authority consensus on State Homeland Security Grant needs.*

  
Signature of Authorized Agent

Gary Hinshaw  
Printed Name

Asst. Director Emergency Services  
Title

May 6, 2003  
Date

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<i>For OHS use ONLY</i>	
Application reviewed/Grant award approved by: _____	_____
Name	Date
Grant Performance Period: _____	
OES ID # _____	Catalog of Federal Domestic Assistance #16.007 Award # _____

## **FY03 State Homeland Security Grant Program Stanislaus County - Narrative**

### **PROBLEM STATEMENT**

Stanislaus County is located in the northern San Joaquin Valley of California. It encompasses approximately 1680 square miles, is home to nine cities, and is situated approximately 80 miles East of San Francisco and the greater bay area as well as 80 miles south of Sacramento, our state capitol. Stanislaus County enjoys a sizable industrial and business base that is well supported by six highway systems, three railroads and a commercial airport in the City of Modesto. Although Stanislaus County is quite diverse in its economic base, its foundation continues to be in agriculture and agricultural based business and industry.

In 2001 the top five agricultural commodities in the county accounted for \$1.3 billion in revenue making our area one of the top producers and providers of dairy products, poultry products, vegetables and nuts in California. Due to this, the threat to agriculture and the ag economy in Stanislaus County represents a major threat to our area. The result of our risk assessment prepared for the FY 1999 State Domestic Preparedness Equipment Program indicated that the most likely threat would be directed toward departments within, or at, the seat of local government. In Stanislaus County, the City of Modesto and the county share a highly visible, multi-story administration facility from which both jurisdictions' elected and appointed policy level representatives, as well as most key departments, operate. The risk assessment further concluded that the possibility of some type of a chemical or biological attack at this location was the most probable scenario from the perspective of a domestic terrorism threat, specifically the disruption of government functions and operations.

Our agriculture base lends itself to heightened risk from chemical and some biological threats, however, our primary risk target is centered on our government facilities. This proposal is focused on our original risk and threat assessment, and will augment our equipment and capabilities in the appropriate areas within the scope of the State Domestic Preparedness Equipment Program.

### **PRIORITIES**

The process of planning for domestic preparedness has been, and will continue to be accomplished through regular working sessions involving the county, all nine cities, special districts and other key public and private partners in domestic preparedness efforts. The basis for this group is the Operational Area Council with additions to represent all appropriate disciplines, agencies and jurisdictions, both public and private where applicable.

The multi-agency working group, after reviewing and validating the risk assessment for Stanislaus County, determined that the priority for FY 2003 should include increasing the capabilities of assisting public and partner agencies as well as continuing to increase our WMD related programs. It was determined that Stanislaus County OES, as the Operational Area Coordinator, would continue to administer the grants, facilitate the purchasing process, receive and inventory equipment and develop cooperative agreements between partner agencies for the maintenance and operations of equipment. It was further decided that an exercise, described below, was needed to enhance our working abilities within the WMD weapon and threat

possibilities. Finally, specific additions to our equipment cache were identified for purchase through the project. These priorities were determined through the work of specialist groups that have been part of the process of local preparedness efforts throughout this multiple grant process. The groups developed proposals based on the proposed enhancement of our local and regional capabilities. Recommendations were presented to, and approved by, the Approval Authority.

### **EXERCISES**

The FY 1999 Needs Assessment proposes an escalating program of equipment acquisition, training and event simulation, built from our existing hazardous materials capability, to a cross-functional, multi-discipline regional response program. Our multi-jurisdictional approach and regional concept support the California and local mutual aid agreements.

The threat listed as most likely for Stanislaus County consisted of a chemical attack upon a joint government administration building. Our original risk analysis concluded that this same threat could also be accomplished by a biological agent. With the recent and projected proliferation of biological impacts (SARS, West Nile Virus, etc.) it is our intention to conduct an exercise to test our capabilities in mitigation a biological incident. Stanislaus County has, in the past 12 months, conducted large, tabletop exercises in both chemical and biological areas under the Nunn-Luger-Dominici program.

- Stanislaus County proposes conducting a “Forensic Epidemiology” exercise. This is a program provided by CDC and designed for law enforcement and public health agencies. We propose to have a multi-discipline exercise based on this training.
- This exercise will be conducted one time and will involve multiple disciplines, jurisdictions and agencies.
- We would propose participation by approximately 12 jurisdictions and 6 disciplines, not including private cooperators, ie: hospitals, schools, etc.

### **PLANNING / ADMINISTRATION**

Although the Operational Area Council has fundamentally validated the risk and threat assessment developed in the FY 1999 project, Stanislaus County will conduct a re-assessment based on prior as well as emerging threats such as SARS, West Nile Virus, etc.

Prior to September 30, 2003, the Operational Area Coordinator will initiate a risk/threat re-evaluation process, coordinated through the Operational Area Council. It will involve the county, all nine cities, and other public and private cooperators in the Operational Area Council that routinely guide emergency and disaster preparedness in Stanislaus County.

Budget Detail Worksheet - Equipment

County - Stanislaus

Purchasing Jurisdiction	Receiving Jurisdiction	Discipline	M=Maintenance/Repair P=Equipment Purchase	Item #	Category	Equipment Description	Item Cost						OPTIONAL Total Cost to be Paid by Local	
							Unit Cost	Qty	Unit Cost Total*	Tax	Shipping, Handling	Item Total Cost		Total Cost to be Charged to Grant
Stanislaus County	Turlock, Newman, Sheriff, Pub	LE, PH	P	31	1	Surviv Air Full Face Optifit	\$55.00	258	\$14,190.00	\$1,046.51	\$45.00	\$15,281.51	\$15,281.51	
Stanislaus County	Sheriff, Pub Health	LE, PH	P	31	1	Surviv Air Respirator cartridges	\$12.16	318	\$3,866.88	\$285.18	\$45.00	\$4,197.06	\$4,197.06	
Stanislaus County	Ceres, Oakdale	LE	P	31	1	Scott Pro Mask Full Face	\$160.00	76	\$12,160.00	\$896.80	\$45.00	\$13,101.80	\$13,101.80	
Stanislaus County	Ceres, Oakdale	LE	P	31	1	Scott M95 NBC Filter Micronel Safety M-95 full face tactical kit	\$40.00	76	\$3,040.00	\$224.20	\$45.00	\$3,309.20	\$3,309.20	
Stanislaus County	Turlock	LE	P	31	1	Poly-coated tyvek coverall	\$250.00	12	\$3,000.00	\$221.25	\$45.00	\$3,266.25	\$3,266.25	
Stanislaus County	Nmn, Tlck, Crs, Okdl, Sheriff, PH	LE, PH	P	29	1	Glove - 5 ml nitrile	\$2.98	470	\$1,400.60	\$103.29	\$45.00	\$1,548.89	\$1,548.89	
Stanislaus County	Nmn, Tlck, Crs, Okdl, Sheriff, PH	LE, PH	P	112	1	Glove - Sol-vex	\$5.90	200	\$1,180.00	\$87.03	\$45.00	\$1,312.03	\$1,312.03	
Stanislaus County	Nmn, Tlck, Crs, Okdl, Sheriff, PH	LE, PH	P	30	1	Glove - Sol-vex	\$1.36	670	\$911.20	\$67.20	\$45.00	\$1,023.40	\$1,023.40	
Stanislaus County	Nmn, Tlk, Crs, Okd, Shrrf, PH, Ag	LE, PH, AG	P	114	1	Booties - HazMat	\$2.39	770	\$1,840.30	\$135.72	\$45.00	\$2,021.02	\$2,021.02	
Stanislaus County	Nmn, Tlck, Crs, Okdl, Sheriff, PH	LE, PH	P	37	1	Safety glasses	\$1.55	484	\$750.20	\$55.33	\$45.00	\$850.53	\$850.53	
Stanislaus County	Nmn, Tlck, Crs, Okdl, Sheriff, PH	LE, PH	P	149	1	Cotton towel	\$0.70	659	\$461.30	\$34.02	\$45.00	\$540.32	\$540.32	
Stanislaus County	Nmn, Tlck, Crs, Okdl, PH	LE, PH	P	113	1	Chem tape	\$11.59	354	\$4,102.86	\$302.59	\$45.00	\$4,450.45	\$4,450.45	
Stanislaus County	Nmn, Tlck, Crs, Okdl, Sheriff, PH	LE, PH	P	269	1	Duffle Bag	\$13.98	334	\$4,669.32	\$344.36	\$45.00	\$5,058.68	\$5,058.68	
Stanislaus County	Modesto Police (50) & Sheriff (25)	LE	P	86	4	Portable Radios w/ microphones & chargers	\$475.00	75	\$35,625.00	\$2,627.34	\$45.00	\$38,297.34	\$38,297.34	
Stanislaus County	Public Health	PH	P	88	4	Computer surveillance	\$40,000.00	1	\$40,000.00	\$2,950.00	\$45.00	\$42,995.00	\$42,995.00	
Stanislaus County	Public Health	PH	P	86	4	Communication Equip	\$20,000.00	1	\$20,000.00	\$1,475.00	\$45.00	\$21,520.00	\$21,520.00	
Stanislaus County	Stanislaus County	AG	P	88	4	HazMat Tracking Software	\$5,200.00	1	\$5,200.00	\$383.50	\$45.00	\$5,628.50	\$5,628.50	
Stanislaus County	Modesto Fire	Fire	P	271	10	HazMat Tow Vehicle	\$43,000.00	1	\$43,000.00	\$3,171.25	\$45.00	\$46,216.25	\$46,216.25	
Stanislaus County	Various Law Enforcement	LE	P	86	4	Interoperable Comm	\$25,000.00	1	\$25,000.00	\$1,843.75	\$45.00	\$26,888.75	\$26,888.75	
Stanislaus County	Various Fire Depts	Fire	P	111	1	Chem/Bio coat	\$200.00	435	\$87,000.00	\$6,416.25	\$55.00	\$93,471.25	\$93,471.25	
Stanislaus County	Stanislaus County	HazMat	P	255	9	Small hand tools	\$1,000.00	3	\$3,000.00	\$221.25	\$45.00	\$3,266.25	\$3,266.25	
Stanislaus County	Stanislaus County	HazMat	P	269	9	HazMat Box	\$200.00	1	\$200.00	\$14.75	\$45.00	\$259.75	\$259.75	
Stanislaus County	Stanislaus County	HazMat	M	48	5	Multi-gas Meter	\$2,400.00	1	\$2,400.00	\$0.00	\$0.00	\$2,400.00	\$2,400.00	
Stanislaus County	Stanislaus County	HazMat	M	50	5	Photo-Ionization Det	\$1,000.00	1	\$1,343.76	\$0.00	\$0.00	\$1,343.76	\$1,343.76	
Stanislaus County	Stanislaus County	HazMat	M	51	5	Flame-Ionization Det	\$1,600.00	1	\$1,600.00	\$0.00	\$0.00	\$1,600.00	\$1,600.00	
<b>Totals - This Page</b>							\$312,997.66		\$22,906.58	\$1,000.00	\$339,848.00	\$339,848.00		
<b>Grand Totals (complete on final page of Worksheet)</b>							\$312,997.66		\$22,906.58	\$1,000.00	\$339,848.00	\$339,848.00		

**Governing Body Resolution**

BE IT RESOLVED BY THE BOARD OF SUPERVISORS  
(Governing Body)

OF THE COUNTY OF STANISLAUS THAT  
(Name of Applicant)

DIRECTOR OF EMERGENCY SERVICES, OR  
(Name or Title of Authorized Agent)

ASSISTANT DIRECTOR OF EMERGENCY SERVICES, OR  
(Name or Title of Authorized Agent)

PROGRAM MANAGER OF EMERGENCY SERVICES,  
(Name or Title of Authorized Agent)

is hereby authorized to execute for and on behalf of the named applicant, a public entity established under the laws of the State of California, any actions necessary for the purpose of obtaining federal financial assistance under the State Homeland Security Grant Program.

Passed and approved this 6th day of May, 2003

**Certification**

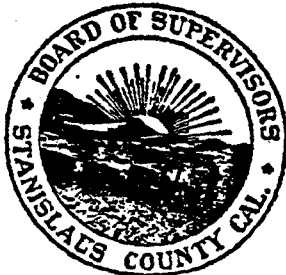
I, Christine Ferraro, duly appointed and  
(Name)

Clerk of the Board of the County of Stanislaus  
(Title) (Governing Body)

do hereby certify that the above is a true and correct copy of a resolution passed and approved by

the Board of Supervisors of the County of Stanislaus on the  
(Governing body) (Name of Applicant)

6th day of May, 2003



Clerk of the Board  
(Official Position)

Christine Ferraro  
(Signature)

May 6, 2003  
(Date)



**CHIEF EXECUTIVE OFFICE**

**Reagan M. Wilson**  
Chief Executive Officer

1010 10TH Street, Suite 6800, Modesto, CA 95354  
PO Box 3404, Modesto, CA 95353-3404

**Patricia Hill Thomas**  
Assistant Executive Officer

Phone: 209.525.6333 Fax: 209.544.6226

May 6, 2003

**TO:** Office of Homeland Security

**FROM:** Gary Hinshaw  
Stanislaus County  
Assistant Director of Emergency Services

**SUBJECT: GOVERNING BODY RESOLUTION**

In accordance with the "Instruction Sheet for the Governing Body Resolution," following is the information regarding the "Authorized Agent(s)" approved by the Stanislaus County Board of Supervisors. Please note, the primary contact person for this grant is Chief Gary Hinshaw.

Jurisdiction: Stanislaus Operational Area  
Telephone: (209) 525-6333  
Grant Program: State Domestic Preparedness Equipment Program  
Fax #: (209) 552-3602  
Name: Reagan Wilson  
Title: Director of Emergency Services  
Email Address: CEOWIL@mail.co.stanislaus.ca.us.  
Address: 1010 10<sup>th</sup> Street, Suite 6800  
City: Modesto, CA  
Zip Code: 95354

Jurisdiction: Stanislaus Operational Area  
Telephone: (209) 552-3600  
Grant Program: State Domestic Preparedness Equipment Program  
Fax #: (209) 552-3602  
Name: Gary Hinshaw\*  
Cell Phone #: (209) 602-0252  
Title: Assistant Director Emergency Services  
Email Address: [hinshwg@mail.co.stanislaus.ca.us](mailto:hinshwg@mail.co.stanislaus.ca.us)  
Address: 3705 Oakdale Road  
City: Modesto  
Zip Code: 95357

TO: Office of Homeland Security  
FROM: Gary Hinshaw, Stanislaus Co. OES

Page 2

Jurisdiction: Stanislaus Operational Area  
Telephone: (209) 552-3600  
Grant Program: State Domestic Preparedness Equipment Program  
Fax #: (209) 552-3602  
Name: Russ Richards  
Cell Phone #: (209) 602-0253  
Title: Program Manager of Emergency Services  
Email Address: [rdrichards@att.net](mailto:rdrichards@att.net)  
Address: 3705 Oakdale Road  
City: Modesto  
Zip Code: 95357

\*Primary contact

## Office of Homeland Security

### Grant Assurances for State Homeland Security Grant Program

Name of Applicant: \_ Stanislaus County

Address: \_\_3705 Oakdale Road \_\_\_\_\_

City: Modesto State: CA Zip Code: 95357

Telephone Number: (209) 552-3600

Fax Number: (209) 552-3602

E-Mail Address: hinshwg@mail.co.stanislaus.ca.us

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

1. Has the legal authority to apply for federal assistance, and has the institutional, managerial and financial capability to ensure proper planning, management and completion of the State Homeland Security Grant Program.
2. Will assure that grant funds are only used for allowable, fair, and reasonable costs.
3. Will give the awarding agency, the Comptroller General of the United States, and if appropriate, the state, through any authorized representative, access to and the right to examine all records, books, papers, or documents related to the award; and will establish a proper accounting system in accordance with generally accepted accounting standards or awarding agency directives.
4. Will provide progress reports and such other information as may be required by the awarding agency.
5. Will initiate and complete the work within the applicable time frame after receipt of approval of the awarding agency.
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, if applicable, with the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. §§ 4801 et seq.) which prohibits the use of lead based paint in construction or rehabilitation of residence structures.

8. Will comply with all federal statutes 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. §§ 523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. 290 dd-3 and 290 ee-3), as amended, relating to confidentiality of alcohol and drug abuse patient records;
  - h. Title VIII of the Civil Rights Act of 1968 (42 U.S.C. § 3601 et seq.), as amended, relating to nondiscrimination in the sale, rental or financing of housing;
  - i. Title 28, Code of Federal Regulations, Part 42, Subparts C, D, E and G;
  - j. Title 28, CFR, 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) which may apply to the application.
9. Will comply, or has already complied, with the requirements of Titles II and III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (P.L. 91-646) which provides for fair and equitable treatment of persons displaced or whose property is acquired as a result of federal or federally assisted programs. These requirements apply to all interested in real property acquired for project purposes regardless of federal participation in purchases.
10. 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.

11. Will comply with environmental standards which may be prescribed pursuant to the following:
  - a. institution of environmental quality control measures under the National Environmental Policy Act of 1969 (P.L. 91-190) and Executive Order (EO) 11514;
  - b. notification of violating facilities pursuant to EO 11738;
  - c. protection of wetlands pursuant to EO 11990;
  - d. evaluation of flood hazards in floodplains in accordance with EO 11988;
  - e. 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.);
  - f. 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.);
  - g. protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended, (P.L. 93-523); and
  - h. protection of endangered species under the Endangered Species Act of 1973, as amended, (P.L. 93-205).
  
12. Will comply 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.
  
13. Will assist the awarding agency 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).
  
14. Will comply with Standardized Emergency Management System (SEMS) requirements as stated in the California Emergency Services Act, Government Code, Chapter 7 of Division 1 of Title 2, Section 8607.1(e) and CCR Title 19, Sections 2445, 2446, 2447 and 2448.
  
15. Has requested through the State of California, federal financial assistance to be used to perform eligible work approved in the applicant's application for federal assistance. Will, after the receipt of federal financial assistance, through the State of California, agree to the following:
  - a. Promptly return to the State of California all the funds received which exceed the approved, actual expenditures as accepted by the federal or state government.
  - b. In the event the approved amount of the grant is reduced, the reimbursement applicable to the amount of the reduction will be promptly refunded to the State of California.
  - c. Separately account for interest earned on grant funds, and will return all interest earned, in excess of \$100 per federal fiscal year.

16. Will comply with the Intergovernmental Personnel Act of 1970 (42 U.S.C. Sections 4728-4763) relating to prescribed standards for merit systems for programs funded under one of the nineteen statutes or regulations specified in Appendix A of OPM's Standards for a Merit System of Personnel Administration (5 C.F.R. 900, Subpart F).
17. Will comply with provisions of the Hatch Act (5 U.S.C. Sections 1501-1508 and 7324-7328) which limit the political activities of employees whose principal employment activities are funded in whole or in part with federal funds.
18. Will comply with P.L. 93-348 regarding the protection of human subjects involved in research, development, and related activities supported by this award of assistance.
19. Will comply, if applicable, with the Laboratory Animal Welfare Act of 1966 (P. L. 89-544, as amended, 7 U.S.C. 2131 et seq.) pertaining to the care, handling, and treatment of warm blooded animals held for research, teaching, or other activities supported by this award of assistance.
20. 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.
21. Will comply, as applicable, with the provisions of the Davis-Bacon Act (40 U.S.C. Section 276a to 276a-7), the Copeland Act (40 U.S.C. Section 276c and 18 U.S.C. Sections 874), and the Contract Work Hours and Safety Standards Act (40 U.S.C. Sections 327-333), regarding labor standards for federally assisted construction subagreements.
22. Will not make any award or permit any award (subgrant or contract) to any party which is debarred or suspended or is otherwise excluded from or ineligible for participation in Federal assistance programs under Executive Order 12549 and 12689, "Debarment and Suspension."
23. Agrees that:
  - a. No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the making of any federal grant, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal grant or cooperative agreement;
  - b. If any other funds than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer

or employee of any agency, a Member of Congress, an officer or an employee of Congress, or employee of a Member of Congress in connection with the federal grant or cooperative agreement, the undersigned shall complete and submit Standard Form LLL, "Disclosure of Lobbying Activities," in accordance with its instructions;

- c. The undersigned shall require that the language of this certification be included in the award documents for all sub awards at all tiers including subgrants, contracts under grants and cooperative agreements, and subcontract(s) and that all sub recipients shall certify and disclose accordingly.
- d. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

24. 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 the jurisdiction of the applicant.
- b. Is consistent with needs as identified in the Terrorism Annex to the State's Emergency Plan, and will be deployed in conformance with that plan.
- 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.

25. Agrees that funds awarded under this grant will be used to supplement existing funds for program activities, and will not supplant (replace) non-federal funds.

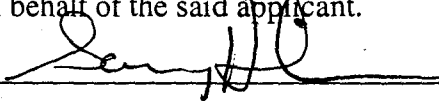
26. Will comply with all applicable Federal statutes, regulations, policies, guidelines and requirements, including OMB Circulars A-87 and A-133, E.O. 12372 and Uniform Administrative Requirements for Grants and Cooperative Agreements contained in Title 28, Code of Federal Regulations, Part 66, that govern the application, acceptance and use of Federal funds for this federally-assisted project.

27. Will comply, and assure the compliance of all its subgrantees and contractors, with the nondiscrimination requirements of the Omnibus Crime Control and Safe Streets Act of 1968, as amended, 42 USC 3789(d), or the Juvenile Justice and Delinquency Prevention Act, or the Victims of Crime Act, as appropriate; the provision of the current edition of the Office of Justice Programs Financial and Administrative Guide for Grants, M7100.1, and all other applicable Federal laws, orders, circulars, or regulations.

28. Will comply with provisions of 28 CFR applicable to grants and cooperative agreements, including Part 18, Administrative Review Procedures; Part 20, Criminal Justice Information Systems; Part 22, Confidentiality of Identifiable Research and Statistical Information; Part 23, Criminal Intelligence Systems Operating Policies; Part 30, Intergovernmental Review of Department of Justice Programs and Activities; Part 42, Nondiscrimination/Equal Employment Opportunities Policies and Procedures; Part 61, Procedures for Implementing the National Environmental Policy Act; Part 64, Floodplain Management and Wetland Protection Procedures; and Federal laws or regulations applicable to Federal Assistance Programs.
29. Will ensure that the facilities under its ownership, lease or supervision which shall be utilized in the accomplishment of this project are not listed in the Environmental Protection Agency's (EPA) list of Violating Facilities and that it will notify the Federal Grantor agency of the receipt of any communication from the Director of the EPA Office of Federal Activities indicating that a facility to be used in the project is under consideration for listing by the EPA.
30. Will comply with Subtitle A, Title II of the Americans with Disabilities Act (ADA) 1990.
31. 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 a recipient of funds, the recipient will forward a copy of the finding to the Office of Civil Rights, Office of Justice Programs.
32. Will provide an Equal Employment Opportunity Plan, if applicable, to the Department of Justice Office of Civil Rights within 60 days of grant award.
33. Will comply with the financial and administrative requirements set forth in the current edition of the Office of Justice Programs (OJP) Financial Guide.
34. Will comply, if applicable, with the provision 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.
35. Will comply with all applicable requirements of all other federal laws, executive orders, regulations, program and administrative requirements, policies and any other requirements governing this program.
36. Understands that failure to comply with any of the above assurances may result in suspension, termination or reduction of grant funds.

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

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

A handwritten signature in black ink, appearing to read "Gary Hinshaw", is written over a horizontal line.

Printed Name of Authorized Agent: Gary Hinshaw

Title: Asst. Director of Emergency Services Date: May 6, 2003