

**TOWN OF
APPLE VALLEY, CALIFORNIA**

AGENDA MATTER

Subject Item:

FISCAL YEAR 2009 AND 2010 HOMELAND SECURITY GRANT PROGRAM

SUMMARY STATEMENT

On January 11, 2011, the San Bernardino County Board of Supervisors authorized the acceptance of the Fiscal Year 2010 (FY10) Homeland Security Grant (HSG) Program funding and granted appropriation authority to sub-recipient agencies on February 15, 2011. The Town of Apple Valley is eligible to receive funding of \$22,470 for the Fiscal Year 2009 (FY09) HSG Program and \$36,927 for the FY10 HSG Program. In order to receive this funding, the Town Council must approve acceptance of the grant funds.

ANALYSIS

The Homeland Security Grant Program is administered by the County of San Bernardino's Office of Emergency Services (OES). The Federal HSG Program funding is passed through the California Emergency Management Agency (Cal EMA) to the County for distribution to sub-recipient agencies within the County based upon the County's HSGP grant application.

The Town of Apple Valley is eligible to receive funding of \$22,470 for the FY09 HSG Program and \$36,927 for the FY10 HSG Program. This funding is anticipated to be used to purchase the equipment listed in Attachments B and C.

Approval of the attached Budget Amendment Number 11-34 is necessary to appropriate the grant funding.

Attachments:

- Attachment A – Homeland Security Grant Program Sub-recipient Agreement
- Attachment B – FY09 Grant Funding Proposed Equipment Purchases
- Attachment C – FY10 Grant Funding Proposed Equipment Purchases
- Attachment D – Budget Amendment Number 11-34

RECOMMENDED ACTION

- 1) Approve acceptance of the FY09 HSG Program funds in the amount of \$22,470 and FY10 HSG Program funds in the amount of \$36,927,
- 2) Authorize the Town Manager to sign the Sub-recipient Grant Agreements, and
- 3) Adopt the attached Budget Amendment Number 11-34 appropriating the grant funding.

Proposed by: Marc Puckett, Director of Finance _____

Item Number _____

T. M. Approval: _____

Budgeted Item: Yes No N/A

San Bernardino County Fire Protection District
Office of Emergency Services

*FY2010 Homeland Security Grant Program
Subrecipient Agreement*

Name of Applicant: _____

Address: _____

City: _____ State: _____ Zip Code _____

Telephone Number: _____ Fax Number: _____

E-Mail Address: _____

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

General

1. Will assure that grant funds will support efforts related to providing an integrated mechanism to enhance the coordination of national priority efforts to prevent, respond to, and recover from terrorist attacks, major disasters and other emergencies.
2. Understands and agrees to the following Federal Grant Guides in acceptance of the fiscal year 2010 Homeland Security Grant funds, CFDA 97.067, funded by the U.S. Department of Homeland Security (DHS/ Federal Emergency Management Agency (FEMA), sub-granted through the State of California, California Emergency Management Agency (Cal EMA) and further sub-granted through the County of San Bernardino and administered/managed by the San Bernardino County Fire Protection District Office of Emergency Services (County Fire/OES).
3. 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), sub-granted through Cal EMA and further sub-granted through the County of San Bernardino.
4. Will assure that grant funds are used for allowable, fair, and reasonable costs only and will not be transferred between grant programs (for example: State Homeland Security Program, Urban Area Security Initiative, Citizen Corps Program, and Metropolitan Medical Response System) or fiscal years.
5. Will comply with any cost sharing commitments included in the FY2010 Investment Justifications submitted to DHS/FEMA/Cal EMA, where applicable.

6. Will maintain procedures to minimize the time elapsing between the award of funds and the disbursement of funds.
7. Will notify County Fire/OES of any developments that have a significant impact on award-supported activities, including changes to key program staff.
8. 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.
9. Will comply with the financial and administrative requirements set forth in the current edition of the DHS Financial Management Guide.
10. Agrees that all allocations and use of funds under this grant will be in accordance with the FY2010 Homeland Security Grant Program Guidance and Application Kit, and the California Supplement to the FY2010 Homeland Security Grant Program Guidance and Application Kit. All allocations and use of funds under this grant will be in accordance with the Allocations, and use of grant funding must support the goals and objectives included in the State and/or Urban Area Homeland Security Strategies as well as the investments identified in the Investment Justifications which were submitted as part of the California FY2010 Homeland Security Grant Program application. Further, use of FY2010 funds is limited to those investments included in the California FY2010 Investment Justifications submitted to DHS/FEMA/Cal EMA and evaluated through the peer review process.
11. Understands that failure to comply with any of the above/below assurances may result in suspension, termination, or reduction of grant funds.

Procurement

12. Shall submit to County Fire/OES a copy of their procurement policies and adhere to such policies as specified in the OMB Circular, and shall comply with the financial and administrative requirements set forth in the current editions of the Office Programs (OJP) Financial Guide.
13. Shall attach to each Reimbursement Request, payment documentation as follows: Request for Proposal, bid advertisements, and/or a list of three quotations from qualified vendors, etc. along with all payment documentation when procurement policies require such procedures in the purchasing of grant equipment. The subrecipient understands and agrees to submit all requests for payment reimbursement with documentation attached and signed by the authorized agent as required by Office of Emergency Services Grants Unit 1743 Miro Way, Rialto, CA 92376.
14. Will initiate and complete the work within the applicable time frame after receipt of approval from Cal EMA and/or FEMA if needed and notification to start the project from County Fire OES.

15. Understands and agrees that Federal funds will not be used, directly or indirectly, to support the enactment, repeal, modification or adoption of any law, regulation, or policy, at any level of government, without the express prior written approval from DHS/FEMA/Cal EMA and the County Fire/OES.
16. Agrees that, to the extent contractors or subcontractors are utilized, will use small, minority-owned, women-owned, or disadvantaged business concerns and contractors or subcontractors to the extent practical.
17. Contract provisions with vendors. The subrecipients contracts with vendors must contain provisions as noted in the sub-section below:
 - Termination for cause and for convenience by the grantee or subrecipient including the manner by which it will be effected and the basis for settlement. (All contracts in excess of \$10,000).
 - Notice of awarding agency requirement and regulations pertaining to reporting.
 - 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.
 - Awarding agency requirements and regulations pertaining to copyrights and rights to data.
18. 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.”*
19. The recipient also agrees that, when practicable, any equipment purchased with grant funding shall be prominently marked as follows: *“Purchased with funds provided by the U.S. Department of Homeland Security.”*
20. Acknowledges that DHS/FEMA reserves a royalty-free, nonexclusive, and irrevocable license to reproduce, publish, or otherwise use, and authorize others to use, for Federal government purposes: a) the copyright in any work developed under an award or sub-award; and b) any rights of copyright to which a recipient or sub-recipient purchases ownership with Federal support.
21. The recipient agrees to consult with DHS/FEMA/Cal EMA and County regarding the allocation of any patent rights that arise from, or are purchased with, this HSGP funding.
22. Subrecipient shall obtain a performance bond for any equipment item over \$250,000, or any vehicle, aviation, or watercraft (**regardless of cost**) financed with Homeland Security dollars.

23. Subrecipient will comply with sole source procurement requirements of the Homeland Security Grant. (According to Federal guidelines, sole source or noncompetitive procurement is only allowed when the award of a contract is not feasible under the Small Purchases, Invitation for Bids, and the Request for Proposals process.)
- Subrecipient agrees that it will complete and submit a Sole Source Contract Request Form to County Fire/OES for reporting and approval of Cal EMA prior to incurring any cost for projects that meets the sole source criteria.
 - Subrecipient understands that this requirement does not supersede the SubRecipient's sole source procurement policy.
22. Will comply with Federal Acquisition Regulations (FAR), part 31.2 Contract Cost Principles and Procedures, Contracts with Commercial Organizations.
23. Ensures that every vendor, contractor, or sub sub-grantee to be used maintains a valid DUNS registration.
24. Subrecipient agrees to and shall comply with the guidance on section 163 of the Continuing Appropriations Resolution regarding the Association of Community Organizations for Reform Now (ACORN), 2010, Division B of Pub. L. No. 111-68 (CR), which states, "SEC. 163. None of the funds made available by this joint resolution or any prior Act may be provided to the Association of Community Organizations for Reform Now (ACORN), or any of its affiliates, subsidiaries, or allied organizations." This prohibition applies not only to a direct recipient of Federal funds but also to a Subrecipient (e.g., a subcontractor, subgrantee, or contractor of a grantee.) All Federal grant and contract recipients agree:
- Not to provide Federal funds to ACORN or its affiliates as subgrantees, subcontractors, or other Subrecipients, consistent with this guidance, and
 - To notify County Fire/OES at (909) 356-3998 of any existing subgrants, subcontracts, or other Subrecipient agreements with ACORN or its affiliates and of how the grantee or contractor is planning to comply with the prohibition with respect to those subgrants, subcontracts, or Subrecipient agreements.
25. Subrecipient agrees to comply with the grant performance timeline provided by Cal EMA and County Fire/OES.
26. Subrecipient has requested through the County of San Bernardino, Federal financial assistance to be used to perform eligible work approved in the submitted application for Federal assistance.
27. Subrecipient agrees after the receipt of Federal financial assistance, through County Fire OES to the following:
- Promptly return to County Fire/OES all the funds received which exceed the approved, actual expenditures as accepted by the Federal or State government.
 - 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 County Fire/OES.

- Separately account for interest earned on grant funds, and will return all interest earned, in excess of \$100 per Federal Fiscal Year.

28. Subrecipient agrees that:

- 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.
- 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.
- 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 Subrecipients shall certify and disclose accordingly.
- 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 \$100,000 for each such failure.

29. Subrecipient agrees to provide a single audit report and corrective action plan to County Fire/OES if total federal grant expenditures incurred by the jurisdiction in a fiscal year exceeds \$500,000. The Single Audit Report and corrective action plan, if applicable, must be submitted to the OES Grants Unit no later than April 30th of each year, to the following address:

San Bernardino County Fire Protection District
 Office of Emergency Services
 Attention: OES Grants Unit
 1743 Miro Way
 Rialto, CA 92376

28. 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". Subrecipient is responsible to ensure that vendors and/or consultants are fully qualified to provide for services and have not been disbarred from the State. Suspended or debarred suppliers can be located on the Excluded Parties List System at www.epls.gov.

29. As required by Executive Order 12549, Debarment and Suspension, and implemented at 44 CFR Part 17, for prospective participants in primary covered transactions,
- a. The applicant certifies that it and its principals:
 - i. Are not presently debarred, suspended, proposed for debarment, declared ineligible, sentenced to a denial of Federal benefits by a State or Federal court, or voluntarily excluded from covered transactions by any Federal department or agency.
 - ii. Have not within a three-year period preceding this application been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property.
 - iii. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and have not within a three-year period preceding this application had one or more public transactions (Federal, State, or local) terminated for cause or default; and
 - b. Where the applicant is unable to certify to any of the statements in this certification, he or she shall attach an explanation to this application.

Inventory

30. Subrecipients are responsible in tracking and maintaining all equipment/supplies purchased by their jurisdiction, with HSGP grant funds. In addition, the Subrecipients must certify in writing, annually, the status of all equipment/supplies purchased with HSGP grant funds. The annual certification must be submitted to the OES Grants Unit no later than March 31 of each year and submitted to:

San Bernardino County Fire Protection District
 Office of Emergency Services
 Attn: OES Grants Unit
 1743 Miro Way
 Rialto, CA 92376

31. Subrecipient shall immediately report to County Fire/OES all damaged, lost or stolen equipment/property that is purchased with grant funds per the OMB Circular. Subrecipient must be complete and return the attached "Damaged, Lost, or Stolen Report Form" to County Fire/OES for reporting to Cal EMA.
32. Agrees that equipment acquired or obtained with grant funds:
- Will be made available pursuant to applicable terms of the California Disaster and Civil Defense Master Mutual Aid Agreement in consultation with representatives of the various fire, emergency medical, hazardous materials response services, and law enforcement agencies within the jurisdiction of the applicant, and deployed with personnel trained in the use of such equipment in a manner consistent with the

California Law Enforcement Mutual Aid Plan or the California Fire Services and Rescue Mutual Aid Plan.

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

Record Retention

33. Subrecipient must maintain all payment documents and procurement records for grant purchases/expenditures for three (3) years after the close of the grant, which occurs when the Office of Homeland Security has filed the final report. Subrecipients will be notified by County Fire/OES of the timeline.

Reporting

34. Will give the Federal government, the General Accounting Office, the Comptroller General of the United States, the State of California, the Office of Inspector General, through any authorized representative, access to, and the right to examine, all paper or electronic records, books, or documents related to the award; and will establish a proper accounting system in accordance with generally accepted accounting standards and/or awarding agency directives.
35. Will provide progress reports, and other such information as may be required by the awarding agency, including the Initial Strategy Implementation Plan (ISIP) within 45 (forty-five) days of the award, and update via the Grant Reporting Tool (GRT) twice each year.
36. Agrees to cooperate with any assessments, national evaluation efforts, or information or data collection requests, including, but not limited to, the provision of any information required for the assessment or evaluation of any activities within this agreement.

Regulatory

37. Agrees that funds utilized to establish or enhance State and Local fusion centers must support the development of a statewide fusion process that corresponds with the Global Justice/Homeland Security Advisory Council (HSAC) Fusion Center Guidelines, follow the Federal and State approved privacy policies, and achieve (at a minimum) baseline level of capability as defined by the Fusion Capability Planning Tool.
38. Will comply with all provisions of DHS/FEMA's codified regulation 44, Part 13, Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments, including the payment of interest earned on advances.
39. 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.
40. 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.

41. Will comply, if applicable, with P.L. 93-348 regarding the protection of human subjects involved in research, development, and related activities supported by this award of assistance.
42. Will comply with all applicable Federal statutes, regulations, policies, guidelines and requirements, including OMB Circulars A102 and A-133, E.O. 12372 and the current Administrative Requirements, Cost Principles, and Audit Requirements. Will also comply with Title 28, Code of Federal Regulations, Parts 66 and 70, that govern the application, acceptance and use of Federal funds for federally assisted projects.
43. Will comply with all provisions of 2 CFR, including: Part 215 Uniform Administrative Requirements for Grants and Agreements with Institutions of Higher Education, Hospitals, and Other Non-Profit Organizations (OMB Circular A-110); Part 225 Cost Principles for State, Local and Indian Tribal Governments (OMB Circular A-87); Part 220 Cost Principles for Educational Institutions (OMB Circular A-21); Part 230 Cost Principles for Non-Profit Organizations (OMB Circular A-122).
44. 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.
45. Will comply with all Federal and State Statues relating to Civil Rights and Nondiscrimination. These include, but are not limited to:
 - a. Title VI of the Civil Rights Act of 1964 (P.L. 88-352), as amended, which prohibits discrimination on the basis of race, color, or national origin.
 - b. Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §§ 1681-1683 and 1685-1686), which prohibits discrimination on the basis of gender.
 - c. Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. §§ 794), which prohibits discrimination on the basis of handicaps.
 - d. The Age Discrimination Act of 1975, as amended (42 U.S.C. §§ 6101-6107), which prohibits discrimination on the basis of age.
 - e. The Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse.
 - f. The Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism.
 - g. §§ 523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. 290 dd-3 and 290 ee-3), as amended, relating to confidentiality of alcohol and drug abuse patient records.
 - h. Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§ 3601 et seq.), as amended, relating to nondiscrimination in the sale, rental or financing of housing.
 - i. Title 44 Code of Federal Regulations (CFR) Parts 7, 16, and 19 relating to nondiscrimination.
 - j. The requirements on any other nondiscrimination provisions in the specific statute(s) under which the application for Federal assistance is being made.

- k. Will, in the event that a Federal or State court or Federal or State administrative agency makes a finding of discrimination after a due process hearing on the grounds of race, color, religion, national origin, gender, or disability against a recipient of funds, the recipient will forward a copy of the finding to the Office of Civil Rights, Office of Justice Programs.
 - l. Will provide an Equal Employment Opportunity Plan, if applicable, to the Department of Justice Office of Civil Rights within 60 days of grant award.
 - m. Will comply, and assure the compliance of all its subgrantees and contractors, with the nondiscrimination requirements and all other provisions of the current edition of the Office of Justice Programs Financial and Administrative Guide for Grants, M7100.1.
46. Will comply with the requirements of Titles II and III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (42 U.S.C. § 4601 et seq. [P.L. 91-646]) which provides for fair and equitable treatment of persons displaced or whose property is acquired as a result of Federal or Federally assisted programs. These requirements apply to all interested in real property acquired for project purposes regardless of Federal participation in purchases. Will also comply with Title 44 CFR, Part 25, Uniform Relocation Assistance and Real Property Acquisition for Federal and Federally-assisted programs.
 47. Will comply, if applicable, with the flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973 (P.L. 93-234) which requires recipients in a special flood hazard area to participate in the program and to purchase flood insurance if the total cost of insurable construction and acquisition is ten thousand dollars (\$10,000) or more.
 48. 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).
 49. 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.
 50. 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.
 51. 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.
 52. Will comply, if applicable, with the provisions of the Davis-Bacon Act (40 U.S.C. Section 276a to 276a-7), the Copeland Act (40 U.S.C. Section 276c and 18 U.S.C. Sections 874), and

the Contract Work Hours and Safety Standards Act (40 U.S.C. Sections 327-333), regarding labor standards for Federally-assisted construction sub-agreements.

53. Will comply with Subtitle A, Title II of the Americans with Disabilities Act (ADA) 1990.
54. Agrees to comply with the Drug-Free Workplace Act of 1988, and certifies that it will or will continue to provide a drug-free workplace by:
- a. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition.
 - b. Establishing an on-going drug-free awareness program to inform employees about:
 - i. The dangers of drug abuse in the workplace;
 - ii. The grantee's policy of maintaining a drug-free workplace;
 - iii. Any available drug counseling, rehabilitation, and employee assistance programs; and
 - iv. The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace.
 - c. Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph (a).
 - d. Notifying the employee in the statement required by paragraph (a) that, as a condition employment under the grant, the employee will
 - i. Abide by the terms of the statement; and
 - ii. Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction.
 - e. Notifying the agency, in writing, within 10 calendar days after receiving notice under subparagraph (d)(2) from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to:
 - San Bernardino County Fire Protection District
 - Office of Emergency Services
 - Attn: Division Manager
 - 1743 Miro Way
 - Rialto, CA 20531
- Notice shall include the identification number(s) of each affected grant.
- f. Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph (d)(2), with respect to any employee who is so convicted.
 - i. Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or
 - ii. Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by Federal, State, or local health, law enforcement, or other appropriate agency.
 - g. Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (a), (b), (c), (d), (e), and (f).

55. Will comply with all applicable requirements of all other Federal and State laws, executive orders, regulations, program and administrative requirements, policies and any other requirements governing this program.
56. Will comply with all applicable Federal, State, and Local environmental and historical preservation (EHP) requirements. Failure to meet Federal, State, and Local EHP requirements and obtain applicable permits may jeopardize Federal funding. Will comply with all conditions placed on any project as the result of the EHP review; any change to the scope of work of a project will require reevaluation of compliance with these EHP requirements.
57. Agrees not to undertake any project having the potential to impact the EHP resources without the prior written approval of DHS/FEMA/Cal EMA/County Fire/OES, including, but not limited to, ground disturbance, construction, modification to any structure, physical security enhancements, communications towers, and purchase and/or use of any sonar equipment. The subgrantee must comply with all conditions placed on the project as a result of the EHP review. Any construction-related activities initiated without the necessary EHP review and approval will result in a noncompliance finding, and may not be eligible for reimbursement with DHS/FEMA/Cal EMA funding. Any change to the scope of work will require reevaluation of compliance with the EHP. If ground-disturbing activities occur during the project implementation, the subgrantee must ensure monitoring of the disturbance. If any potential archeological resources are discovered, the subgrantee will immediately cease activity in that area and notify County Fire OES and the appropriate State Historic Preservation Office.
58. Will ensure that the facilities under its ownership, lease or supervision, which shall be utilized in the accomplishment of this project, are not on the Environmental Protection Agency's (EPAs) List of Violating Facilities, and will notify Cal EMA and the Federal Grantor agency of the receipt of any communication from the Director of the EPA Office of Federal Activities indicating if a facility to be used in the project is under consideration for listing by the EPA.
59. Will provide any information requested by DHS/FEMA/Cal EMA/County Fire/OES to ensure compliance with applicable laws, including the following:
 - a. Institution of environmental quality control measures under the National Environmental Policy Act, National Historical Preservation Act, Archaeological and Historic Preservation Act, Endangered Species Act, and Executive Orders on Floodplains (11988), Wetlands (11990) and Environmental Justice (EO12898) and Environmental Quality (EO11514).
 - b. Notification of violating facilities pursuant to EO 11738.
 - c. Assurance of project consistency with the approved state management program developed under the Coastal Zone Management Act of 1972 (16 U.S.C. §§ 1451 et seq.).
 - d. Conformity of Federal actions to State (Clean Air) Implementation Plans under Section 176(c) of the Clean Air Act of 1955, as amended (42 U.S.C. § 7401 et seq.).

- e. Protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended, (P.L. 93-523).
- f. California Environmental Quality Act (CEQA). California Public Resources Code Sections 21080-21098. California Code of Regulations, Title 14, Chapter 3 Section 15000-15007.
- g. Wild and Scenic Rivers Act of 1968 (16 U.S.C. §§ 1271 et seq.) related to protecting components or potential components of the national wild and scenic rivers system.
- h. Applicable provisions of the Coastal Barrier Resources Act (P.L. 97-348) dated October 19, 1982 (16 USC 3501 et seq.) which prohibits the expenditure of most new Federal funds within the units of the Coastal Barrier Resources System.
- i. 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).

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

Signature of Authorized Agent: _____

Printed Name of Authorized Agent: _____

Title: _____ Date: _____

FY09 HOMELAND SECURITY GRANT PROGRAM

Project	Equipment Description	AEL #	AEL Title	Funding Source	Total Cost
Equipment					
K	(12) 30" Paratech Hooligan Tool, (12) Dynamic Entry Ram DE-MS Mono, (12) Dynamic Entry DE-MCR sledgehammer for the Town of Apple Valley P.D to allow entry during critical emergency situations.	03SR-02-TLHN; 20TE-00-NTRY;	Tools, Hand; Equipment, Tactical Entry	SHSP/LE	5,000
K	(12) Bendix king Portable Radios for the Town of Apple Valley P.D	06CP-01-PORT	Radio, Portable	SHSP/LE	12,000
K	(5) GPS Tracker Devices for the Town of Apple Valley P.D	04AP-02-DGPS	Device, GPS	SHSP/LE	5,470
				Total Budget	\$ 22,470

FY2010 HOMELAND SECURITY GRANT PROGRAM

Project	Equipment Description	AEL #	AEL Title	Funding Source	Total Cost
Equipment					
B	(1) Portable /Mobile Generator	10GE-00-GENR	Generators	LE	34,000
B	(10) Tripod Exterior Lighting w/Stands	03OE-03-LTPA	Lighting, Portable Area Illumination	LE	1,000
B	(2) Public Address Systems	03OE-03-MEGA	System, Public Address, Handheld or Mobile	LE	1,927
				Total Budget	\$ 36,927

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TOWN OF APPLE VALLEY

BUDGET AMENDMENT REQUEST

Requesting Department	Prepared By	Date Prepared
Police	Marc Puckett	April 7, 2011

REVENUES AND OTHER FINANCING SOURCES

Account Description	Fund	Dept	Account No.	Amendment Amount
FY2009 Homeland Security Grant	2610	2519	6927-0000	22,470
FY2010 Homeland Security Grant	2610	2519	6927-0000	36,927
REVENUE TOTAL				59,397

EXPENDITURES AND OTHER FINANCING USES

Account Description	Fund	Dept	Account No.	Amendment Amount
FY2009 Homeland Security Grant	2610	2519	9300-0000	22,470
FY2010 Homeland Security Grant	2610	2519	9300-0000	36,927
EXPENDITURE TOTAL				59,397

PURPOSE

To record budget revenue and expenditures for FY2009 and FY2010 Homeland Security Grants

Department Head	Date	Accounting Manager	Date

Town Manager	Date	Entered by	Date

