

**AGREEMENT BETWEEN THE COUNTY OF SANTA CLARA AND
THE CITY OF MORGAN HILL GRANTING PROGRAM FUNDS FOR THE
2016 EMERGENCY MANAGEMENT PERFORMANCE GRANT (EMPG)**

THIS AGREEMENT is made effective July 1, 2016, by and between the County of Santa Clara (“County”) and the City of Morgan Hill (“City”) for the allocation and distribution of 2016 Emergency Management Performance Grant (“EMPG”) funds.

RECITALS

WHEREAS, the Cities of Campbell, Cupertino, Gilroy, Los Altos, Milpitas, Monte Sereno, Morgan Hill, Mountain View, Palo Alto, San Jose, Santa Clara, Saratoga, Sunnyvale, the Towns of Los Gatos, Los Altos Hills, and the County of Santa Clara, are parties to the 1994 Operational Area Interim Agreement; and

WHEREAS, the Santa Clara County Emergency Operational Area Council (“OAC”) is the advisory body of the Santa Clara Operational Area in matters affecting disaster preparedness throughout the Operational Area. OAC membership includes 5 city council members representing cities in the Operational Area as well as Santa Clara Valley Water District, County Executive, County Board of Supervisors, City Managers’ Association, Police Chiefs’ Association, Fire Chiefs’ Association, County Public Health Department, Valley Transportation Authority and emergency management representatives; and

WHEREAS, the County Civil Protection and Emergency Services Ordinance establishes the OAC and endows the OAC with governing body authority to enhance planning and preparedness for large-scale emergencies in the Santa Clara Operational Area, including by making funding allocation decisions for EMPG funding awarded by the United States Department of Homeland Security to the California Office of Emergency Services (“Cal OES”), and subsequently sub-awarded to County; and

WHEREAS, Cal OES awarded County 2016 EMPG funding in the amount of \$517,005 on September 1, 2016 for the purpose of sustaining and improving comprehensive emergency management programs;

NOW, THEREFORE, this AGREEMENT is to allocate the sum of **\$21,300** from County to City, so that City may implement the “CERT Trailer”, “EOC Laptop Replacement 2016”, and the “CESA Annual Training and Conference” projects as provided under this Agreement and specified in the EMPG Grant Certifications and Assurances, Exhibit B. The performance period for County for this grant expires on June, 30, 2017. The performance period for City for the subgrant expires on March 31, 2017.

County and City agree as follows:

THE AGREEMENT

Article I. Definitions

1. Specific Terms

- (a) **“Burdened Labor Rate”** shall mean the labor rate including benefits, taxes and other deductions from an employee’s paycheck. This rate does not include vacation benefits. The hourly burdened labor rate is used to calculate City’s match obligation.

- (b) **“City”** shall mean the City of [Morgan Hill], its officers, board members, employees, and agents.
- (c) **“County”** shall mean the County of Santa Clara, its officers, board members, employees, and agents.
- (d) **“EMPG funds”** or **“EMPG funding”** shall mean the funding City receives under this Agreement.
- (e) **“Federal Program Guidance”** shall mean guidance documents issued by the Federal Emergency Management Agency, including the EMPG Program Funding Opportunity Announcement, for Fiscal Year 2016.
- (f) **“Grant Certifications and Assurances”** shall mean the FY16 EMPG Agreement Articles, Assurances, Certifications, Terms, and Conditions
- (g) **“Highly Compensated Individual”** shall mean an individual whose income is \$300,000 or more per year.
- (h) **“Prime Recipient”** shall refer to County.
- (i) **“Project Manager”** shall refer to the City employee identified as “Requestor” on an EMPG Project Proposal form.
- (j) **“Spend Plan”** shall mean a written document that explains the project on which City intends to spend 2016 EMPG funding, including project deliverables and milestone dates by which any funds allocated to City must be spent.
- (k) **“State Guidance”** shall mean the California Supplement to the Federal Program Funding Opportunity Announcement, issued by Cal OES for Fiscal Year 2016.
- (l) **“Subgrant”** shall mean funds awarded to the City under this Agreement.
- (m) **“Sub-Recipient”** shall refer to City.

2. **References to This Agreement**

Any reference to this Agreement shall include: (a) the Agreement; (b) all exhibits, appendices, schedules, and attachments to this Agreement; (c) all statutes, ordinances, regulations, rules, or other documents incorporated by reference into this Agreement; (d) all amendments, modifications, or supplements to this Agreement.

Article II. Allocation and Spend Plans

1. Allocation.

The 2016 EMPG funds shall be disbursed pursuant to the County’s FY 2016 EMPG Grant application for each City. County shall reimburse to City funds that City expends under the 2016 EMPG program for eligible expenditures. The amount for City shall not exceed **\$21,300**, unless additional funds become available under the 2016 EMPG program following the execution of this Agreement. If additional funds

are allocated, an amendment to this Agreement shall follow.

City acknowledges and agrees that County shall have no obligation to disburse EMPG funds to City until County and City have fully and finally executed this Agreement.

City acknowledges and agrees that County shall have no obligation to disburse EMPG funds to City unless and until the State of California has awarded County \$517,005 in FY 2016 EMPG funding.

2. Spend Plans

Upon execution of this agreement, City shall provide County with Spend Plans for review by County's Office of Emergency Services ("OES") Director or designee. All Spend Plans must be approved by County's OES Director or designee based on projects County has submitted to the State for the 2016 EMPG program. If County's OES Director does not approve City's Spend Plan, County OES shall notify City, and City shall have 10 days from the date of the notice to submit a revised Spend Plan to County OES for approval or risk reallocation of funds. City's Spend Plans are a required part of this MOU.

Article III. Requests for Reimbursement and Reimbursements

1. Required Documentation for Reimbursement

The EMPG is a reimbursement grant under which Cal OES disburses reimbursement funds to County, and County disburses reimbursement funds to City. No cash advances are permitted under the EMPG program.

The EMPG is a matching funds grant that requires City to provide a dollar-for-dollar match for any EMPG funds it receives. All invoices/ requests for reimbursement from City must include appropriate documentation such as receipts or payment records as well as other documentation required under Federal or State grant program requirements (see Article III).

(a) Requests for Equipment

City is solely responsible for procuring any equipment under this Agreement in accordance with Federal requirements for procuring grant funded equipment; and, if more restrictive, applicable City procurement policies and requirements.

Prior to purchasing any equipment under this Agreement, when required, City must submit an Environmental and Historic Preservation (EHP) Screening form and receive written approval from FEMA.

The following documentation must be provided along with any reimbursement requests for equipment:

- Quote or solicitation documents
- Summary of pricing and chosen vendor
- Documentation that vendor is not on the excluded parties list (<https://www.epls.gov/>) (a print-out of the search result page will suffice)
- Purchase order and/or contract

- Receiving documentation/packing slip
- Invoice
- Proof of payment

All equipment must be indicated in the Spend Plan City submits to County, and must be authorized per the web-based Authorized Equipment List published by FEMA and available via: <https://www.fema.gov/authorized-equipment-list>.

(b) Subcontracts

Subcontracts totaling \$25,000 or more require preapproval from the County. If City is allowed to award subcontracts totaling \$25,000 or more, it must report on any such subcontracts and on Highly Compensated Individuals on the Financial Disclosure Form, Exhibit E, within 30 days of the award. The following information must be included in City's report on any sub-award exceeding \$25,000:

- Name of entity receiving award;
- Amount of award;
- Funding agency;
- Catalog of Federal Domestic Assistance program number;
- Award title (descriptive of the purpose of the funding action);
- Location of the receiving entity and primary location of performance including city, state, and federal Congressional district;
- Dun & Bradstreet (D&B) DUNS Number of the receiving entity, and of its parent if applicable; and
- Total compensation and names of receiving entity's five most highly compensated executives if:
 - In the preceding fiscal year, the subcontractor received 80 percent or more, and \$25,000,000 or more, of its gross annual revenue from federal procurement contracts or subcontracts or from federal financial assistance subject to the Transparency Act, as defined at 2 C.F.R. § 170.230; and
 - The public does not have access to information about the compensation of the executives through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934, 15 U.S.C. § 78m(a), 78o(d), or under section 6104 of the Internal Revenue Code of 1986.
 - City must report subcontractor executive compensation by the end of the month following the month in which it makes the subaward. For example, if the subaward is obligated in any date in April 2016, City must report any required compensation information by May 31, 2016.

Classified information that, in the interest of national security, requires protection against unauthorized disclosure (i.e., information deemed Top Secret, Secret, or Confidential under Executive Order 12958) is exempt from the Prime and Sub-Recipient reporting requirements, as are contracts with individuals.

(c) Sole Source Contracts

Sole source contracts of \$150,000 or more are not allowable under the EMPG program unless first approved by Cal OES. City must obtain sole source request documentation and submit it to

the Grants Manager of County's OES. Upon City's completion and submission of the required sole source documentation, County's Grants Manager shall forward all sole source documents to the appropriate Cal OES contact for review and approval. Only after Cal OES approval is given can a sole source procurement be completed and expenditures reimbursed using EMPG allocated funds. All sole source procurements must follow Federal procurement requirements for grants and, if more restrictive, the City's own procurement policies.

(d) Grant Funded Personnel

EMPG grant-funded personnel are any personnel paid at any percentage with EMPG funding. This includes M&A staff funded by EMPG Program funds. All EMPG Program funded personnel shall complete the training requirements in Article IV, Section 2 (c) by December 31, 2016.

Recorded proof of completion, such as all certificates of completion, must be submitted by the City to County (OES) before any reimbursements to the City will be made. In any case, proof of completion must be provided by December 31, 2016.

Documentation of participation in exercises is also required by the grant and progress towards meeting this requirement must be reported to the grant manager at least quarterly.

Time reporting requirements: To receive payments for personnel costs, City must submit time and payroll documentation that meets Federal Grant, State Grant (CalOES) and County reporting requirements.

(e) Other Requests

The following documentation is required for all reimbursement requests for contractors:

- Quote or solicitation documents
- Executive summary of how contractor was chosen
- Documentation that vendor is not on the excluded parties list (<https://www.sam.gov/>) (a print-out of the search result page will suffice)
- Purchase order and/or contract
- Invoice showing deliverables and milestones completed
- Proof of payment
- Financial Disclosure Form (Exhibit E) if awarded contract exceeds \$25,000

2. Submission of Requests for Reimbursement

(a) City shall submit reimbursement requests to County's OES (see Article V.1 below) on at least a quarterly basis, as detailed in the chart below. Unless pre-approved by County's OES Director or designee, all reimbursement requests shall be due fifteen calendar days after the end of the quarter, with the exception of the final expenditure and/or invoice, as indicated below. Any expenditure during the final period identified in the chart below shall be made by March 15, 2017, and any related invoice shall be submitted by March 31, 2017, unless otherwise pre-approved by County's OES Director or designee, in order to meet 2016 EMPG deadlines. Reimbursement requests shall be due for expenditures during specified periods as follows:

For Expenditures During the Period:	Due Dates for Reimbursement Requests:
July 1, 2016 through December 31, 2016	February 28, 2017
January 1, 2017 through March 15, 2017	March 31, 2017

- (b) During the term of this Agreement, County is not obligated to honor any request for reimbursement that is submitted after the due dates for reimbursement requests for expenditures within a given quarter as specified above in Article II, Section 2(a).
- (c) All grant funds not claimed by City via a proper reimbursement request, which includes all required documentation, by March 31, 2017 will be forfeited. County may then determine how to spend those funds in accordance with grant requirements.

Article IV. Use of Funds

1. Master Grant Obligations

- (a) City shall comply with the EMPG Federal Program Guidance, the State Guidance, and the Grant Certifications and Assurances, attached as Exhibit B. City shall require any subgrantee, contractor, or other entity receiving EMPG funds through or from City to execute a copy of the Grant Certifications and Assurances, and shall be responsible for ensuring that subgrantee, contractor, or other entity complies with the Grant Certifications and Assurances.
- (b) City shall ensure its Project Manager attends a grant kickoff meeting with County OES staff. Additionally, City shall ensure its Project Manager is available to meet with County OES staff upon request during the period of this agreement to report on progress on each project funded under this Agreement.
- (c) City shall comply with all other applicable statutes, regulations, executive orders, requirements, policies, guides, guidelines, information bulletins, Cal OES grant management memos, and instructions; the terms and conditions of the grant award; the approved Spend Plans; and any other conditions imposed by Cal OES or by this Agreement, provided that if any provisions of this Agreement conflict with any State requirements, the State requirements will control. City shall ensure that any subgrantee, contractor, or other entity receiving EMPG funds through or from City complies with all applicable statutes, regulations, executive orders, requirements, policies, guides, guidelines, information bulletins, Cal OES grant management memos, and instructions; the terms and conditions of the grant award; the approved Spend Plans; and any other conditions imposed by Cal OES or by this Agreement.
- (d) By executing this Agreement, City certifies that it is not debarred, suspended, or otherwise ineligible to receive EMPG funds. In addition, City shall ensure and independently verify that any subgrantee, contractor, or other entity receiving EMPG funds through or from City is not debarred, suspended, or otherwise excluded from participation in the EMPG program. City shall maintain documentary proof of this verification in its files.

2. Scope of Services

- (a) City shall use the funds granted under this Agreement only for the purpose of implementing applicable initiatives under the 2016 EMPG program, as indicated in Exhibit C, Program

Narrative. City shall not use the funds granted under this Agreement for any other purpose. County shall not be required to disburse funds to or otherwise pay City for services, materials, equipment, or supplies provided by City that are beyond the scope of the services, materials, equipment, or supplies agreed upon in this Agreement or a lawfully executed written amendment.

- (b) All EMPG grant-funded personnel (e.g. an Emergency Preparedness Planner employed by the City under this grant) shall participate in no less than three exercises in a 12-month period. EMPG grant-funded personnel are any personnel paid at any percentage with EMPG funding. This includes contracted personnel, as well as M&A staff funded by EMPG grant funds. There is no specific requirement for level of “participation” in the exercises – i.e., observation and attendance satisfies the objective. The exercises can be of any type (e.g., Drills, Tabletop Exercises, or Functional) within the performance period (see <https://hseep.dhs.gov>). Participation in exercises by grant funded staff must be reported quarterly to ensure adequate progress is being made toward meeting this requirement.
- (c) To ensure the development of a professional emergency management workforce, all EMPG grant-funded personnel shall complete the following 11 training requirements and shall record proof of completion:
- National Incident Management System (NIMS) Training:
 - i. IS 100 Introduction to Incident Command System
 - ii. IS 200 ICS for Single Resources and Initial Action Incident
 - iii. IS 700 National Incident Management System, An Introduction
 - iv. IS 800 National Response Framework, An Introduction
 - FEMA Professional Development Series:
 - v. IS 120 Introduction to Exercises
 - vi. IS 230 Fundamentals of Emergency Management
 - vii. IS 235 Emergency Planning
 - viii. IS 240 Leadership and Influence
 - ix. IS 241 Decision Making and Problem Solving
 - x. IS 242 Effective Communication
 - xi. IS 244 Developing and Managing Volunteers

The aforementioned courses are all available for free on-line at the following links:
<http://training.fema.gov/IS/NIMS.aspx> & <http://training.fema.gov/emiweb/PDS/>

Note: The “G” course series and classroom-based equivalents can be used as an alternate to satisfy these training requirements. Past completion of the above courses (or qualifying equivalent) is considered acceptable in meeting this requirement.

Article V. Term and Termination

1. Term of Agreement

This Agreement is effective from July 1, 2016 through June 30, 2017—the FY 2016 EMPG performance period established by the State for the County.

2. Availability of Funds

- (a) The parties acknowledge and agree that this Agreement is dependent upon the availability of County, regional, State and/or federal funding.
- (b) Budgetary Contingency: This Agreement is contingent upon the appropriation of sufficient funding by County for the products and services covered by this Agreement. If funding is reduced or eliminated by County for the products or services covered by this Agreement, County has the option to either terminate this Agreement with no liability occurring to County or to offer an amendment to this Agreement indicating the reduced amount.
- (c) The obligations of County to make payments in accordance with the provisions of this Agreement may be delayed, reduced or terminated as a result of any delay, reduction, or change in allocation or allotment in funding to County from federal, State or other regional funding sources.

3. Termination

- (a) Termination for Convenience. County shall have the option, in its sole discretion, to terminate this Agreement at any time without cause upon written notice to City. The written notice shall specify the date on which termination shall become effective, which shall be no less than seven (7) days from the date of the notice.
- (b) Termination for Cause. Either party may terminate this Agreement for cause upon written notice to the other party. The written notice shall specify the date on which termination shall become effective, which shall be no less than thirty (30) days from the date of the notice. Termination for cause includes, but is not limited to, a material breach of this Agreement, a violation of any applicable laws, or failure to comply with applicable EMPG guidelines.
- (c) Opportunity to Cure. In the event of termination for material breach of this Agreement, the non-breaching party shall give written notice of the breach to the breaching party, specifying the breach/cause. The breaching party shall not be deemed in default and the non-breaching party shall not institute proceedings or exercise any remedies against the breaching party unless the breach has not been cured, corrected or remedied within thirty (30) days after the breaching party's receipt of the notice of breach, or within such longer period as may be reasonably required to cure, correct or remedy the breach, provided the breaching party has commenced its cure, correction or remedy within the thirty (30) day period and diligently and continuously pursues that cure, correction or remedy.
- (d) If this Agreement is terminated, City shall return EMPG funding in accordance with EMPG program guidelines.

Article VI. Indemnification and Liabilities

1. Indemnification by City

In lieu of and notwithstanding the pro rata risk allocation that might otherwise be imposed between the parties under Government Code section 895.6, County and City agree instead that under Government Code section 895.4, City shall fully indemnify and hold County, its officers, board members, employees,

and agents, harmless from any claim, expense or cost, damage or liability imposed for injury (as defined by Government Code section 810.8) occurring by reason of the negligent acts or omissions or willful misconduct of City, its officers, board members, employees or agents, under or in connection with or arising out of any work, authority or jurisdiction delegated to City under this Agreement. This indemnity shall include, without limitation, reasonable attorneys' fees, consultants and experts and related costs, and County's cost of investigating any claim.

2. Duty to Defend

City acknowledges and agrees that its obligation to defend County under Article V.1: (a) is an immediate obligation, independent of its other obligations under this Agreement; and (b) applies to any claim, expense, cost, damage, or liability falling within the scope of Article V.1, regardless of whether the allegations made in connection with that claim, expense, cost, damage, or liability may be groundless, false, or fraudulent. County shall provide City with prompt notice of any claim, expense, cost, damage, or liability under Article V.1 and City shall have the right to defend, settle, or compromise that claim, expense, cost, damage, or liability, provided, however, that County shall have the right to retain its own counsel at City's expense if representation of County by counsel retained by City would result in a conflict of interest, and that City shall obtain County's prior written consent to settle or compromise if City contends that County shares in any liability. County's failure to notify City promptly of any claim, expense, cost, damage, or liability shall not relieve City of liability to County under Article V.1 unless that failure materially impairs City's ability to defend against the claim, expense, cost, damage, or liability.

3. Limitation on Liability

County, its officers, board members, employees, and agents shall not be responsible for any damage or liability occurring by reason of the negligent acts or omissions or willful misconduct of City, its officers, board members, employees, or agents, under or in connection with or arising out of any work, authority or jurisdiction delegated to City under this Agreement.

County's obligations under this Agreement shall be limited to the aggregate amount of EMPG funds actually disbursed. Notwithstanding any other provision in this Agreement or any other document or communication between County and City relating to this Agreement, in no event shall County be liable for any damages arising out of or in connection with this Agreement, the EMPG funds, City's Spend Plan, or any activities performed in connection with this Agreement.

Article VII. Miscellaneous

1. Notice

All notices required by this Agreement shall be deemed given when provided in writing and delivered personally or deposited in the United States mail, postage prepaid, return receipt requested, addressed to the other party at the address set forth below or at such other address as the party may designate in writing:

To City:

Jennifer Ponce
Emergency Services Coordinator
Morgan Hill Police Department
16200 Vineyard Blvd
Morgan Hill, CA 95037

To County:

Ivan Williams
EMPG Grant Manager
County of Santa Clara Office of Emergency Services
55 W. Younger Ave., Suite 450
San Jose, CA 95110

2. Compliance and Nondiscrimination

The parties shall comply with all applicable federal, State, and local laws and regulations. Such laws include but are not limited to the following: Title VII of the Civil Rights Act of 1964 as amended, the Americans with Disabilities Act of 1990, the Rehabilitation Act of 1973 (Sections 503 and 504), the California Fair Employment and Housing Act (Government Code sections 12900 *et seq.*), and California Labor Code sections 1101 and 1102. The parties shall not discriminate against any subcontractor, employee, or applicant for employment because of age, race, color, national origin, ancestry, religion, sex/gender, sexual orientation, mental disability, physical disability, medical condition, political beliefs, organizational affiliations, or marital status in the recruitment, selection for training including apprenticeship, hiring, employment, utilization, promotion, layoff, rates of pay or other forms of compensation. Nor shall the parties discriminate in the provision of services provided under this Agreement because of age, race, color, national origin, ancestry, religion, sex/gender, sexual orientation, mental disability, physical disability, medical condition, political beliefs, organizational affiliations, or marital status.

3. County No-Smoking Policy

City and its employees, agents and subcontractors shall comply with County's No Smoking Policy, as set forth in the Board of Supervisors Policy Manual section 3.47 (as amended from time to time), which prohibits smoking: (1) at the Santa Clara Valley Medical Center Campus and all County-owned and operated health facilities, (2) within 30 feet surrounding County-owned buildings and leased buildings where County is the sole occupant, and (3) in all County vehicles.

4. Food and Beverage Standards

Except in the event of an emergency or medical necessity, the following nutritional standards shall

apply to any foods and/or beverages purchased by City with County funds for County-sponsored meetings or events.

If food is to be provided, healthier food options shall be offered. “Healthier food options” include (1) fruits, vegetables, whole grains, and low-fat and low-calorie foods; (2) minimally processed foods without added sugar and with low sodium; (3) foods prepared using healthy cooking techniques; and (4) foods with less than 0.5 grams of trans fat per serving. Whenever possible, City shall (1) offer seasonal and local produce; (2) serve fruit instead of sugary, high-calorie desserts; (3) attempt to accommodate special dietary and cultural needs; and (4) post nutritional information and/or a list of ingredients for items served. If meals are to be provided, a vegetarian option shall be provided, and the City should consider providing a vegan option. If pre-packaged snack foods are provided, the items shall contain: (1) no more than 35% of calories from fat, unless the snack food items consist solely of nuts or seeds; (2) no more than 10% of calories from saturated fat; (3) zero trans fat; (4) no more than 35% of total weight from sugar and caloric sweeteners, except for fruits and vegetables with no added sweeteners or fats; and (5) no more than 360 mg of sodium per serving.

If beverages are to be provided, beverages that meet the County’s nutritional criteria are: (1) water with no caloric sweeteners; (2) unsweetened coffee or tea, for which sugar and sugar substitutes may be provided as condiments; (3) unsweetened, unflavored nonfat or 1% low-fat dairy milk; (4) plant-derived milk (e.g., soy milk, rice milk, and almond milk) with no more than 130 calories per 8-ounce serving; (5) 100% fruit or vegetable juice (limited to a maximum of 8 ounces per container); and (6) other low-calorie beverages (including tea and/or diet soda) that do not exceed 40 calories per 8-ounce serving. Sugar-sweetened beverages shall not be provided.

5. Governing Law

This Agreement has been executed and delivered in, and shall be construed and enforced in accordance with, the laws of the State of California.

6. Assignment

The parties may not assign this Agreement or the rights and obligations hereunder without the specific written consent of the other.

7. Entire Agreement

This document represents the entire Agreement between the parties with respect to the subject matter hereof. All prior negotiations and written and/or oral agreements between the parties with respect to the subject matter of this Agreement are merged into this Agreement.

8. Amendments

This Agreement may only be amended by an instrument signed by the parties.

9. Counterparts

This Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original, but all of which together shall constitute one and the same instrument.

10. Severability

If any provision of this Agreement is found by a court of competent jurisdiction to be void, invalid or unenforceable, the same shall either be reformed to comply with applicable law or stricken if not so conformable, so as not to affect the validity or enforceability of this Agreement.

11. Waiver

No delay or failure to require performance of any provision of this Agreement shall constitute a waiver of that provision as to that or any other instance. Any waiver granted by a party must be in writing, and shall apply to the specific instance expressly stated.

12. Conflict of Interest

In accepting this Agreement, City covenants that it presently has no interest and shall not acquire any interest, direct or indirect, financial or otherwise, which would conflict in any manner or degree with the performance of services under this Agreement. City is responsible for assuring compliance of its subcontractors, if any, with the requirements of this provision.

13. Wage Theft Prevention

(1) Compliance with Wage and Hour Laws: City, and any contractor or subcontractor it employs to complete work under this Agreement, must comply with all applicable federal, state, and local wage and hour laws. Applicable laws may include, but are not limited to, the Federal Fair Labor Standards Act, the California Labor Code, and any local Minimum Wage Ordinance or Living Wage Ordinance. (2) Final Judgments, Decisions, and Orders: For purposes of this Section, a “final judgment, decision, or order” refers to one for which all appeals have been exhausted. Relevant investigatory government agencies include: the federal Department of Labor, the California Division of Labor Standards Enforcement, a local enforcement agency, or any other government entity tasked with the investigation and enforcement of wage and hour laws. (3) Prior Judgments against City, Contractor and/or its Subcontractors: BY SIGNING THIS AGREEMENT, CITY AFFIRMS THAT IT HAS DISCLOSED ANY FINAL JUDGMENTS, DECISIONS, OR ORDERS FROM A COURT OR INVESTIGATORY GOVERNMENT AGENCY FINDING—IN THE FIVE YEARS PRIOR TO EXECUTING THIS AGREEMENT—THAT CITY, ITS CONTRACTOR(S) OR SUBCONTRACTOR(S) HAS VIOLATED ANY APPLICABLE WAGE AND HOUR LAWS. CITY FURTHER AFFIRMS THAT IT, ITS CONTRACTOR(S), OR SUBCONTRACTOR(S) HAS SATISFIED AND COMPLIED WITH—OR HAS REACHED AGREEMENT WITH THE COUNTY REGARDING THE MANNER IN WHICH IT WILL SATISFY—ANY SUCH JUDGMENTS, DECISIONS, OR ORDERS. (4) Judgments During Term of Contract: If at any time during the term of this Agreement, a court or investigatory government agency issues a final judgment, decision, or order finding that City, a contractor or any subcontractor City employs to perform work under this Agreement has violated any applicable wage and hour law, or City learns of such a judgment, decision, or order that was not previously disclosed, City must inform the Office of the County Executive-Office of Countywide Contracting Management (OCCM), no more than 15 days after the judgment, decision, or order becomes final or of learning of the final judgment, decision, or order. City and its contractor(s) and its subcontractors shall promptly satisfy and comply with any such judgment, decision, or order, and shall provide the Office of the County Executive-OCCM with documentary evidence of compliance with the final judgment, decision, or order within 5 days of satisfying the final judgment, decision, or order. The County reserves the right to require City to enter into an agreement with the County regarding the manner in which any such final judgment, decision, or order will be satisfied. (5) County’s Right to

Withhold Payment: Where City or any contractor or subcontractor City employs to perform work under this Agreement has been found in violation of any applicable wage and hour law by a final judgment, decision, or order of a court or government agency, the County reserves the right to withhold payment to City until such judgment, decision, or order has been satisfied in full. (6) Material Breach: Failure to comply with any part of this Section constitutes a material breach of this Agreement. Such breach may serve as a basis for termination of this Agreement and/or any other remedies available under this Agreement and/or law. (7) Notice to County Related to Wage Theft Prevention: Notice provided to the Office of the County Executive as required under this Section shall be addressed to: Office of the County Executive—OCCM; 70 West Hedding Street; East Wing, 11th Floor; San José, CA 95110. The Notice provisions of this Section are separate from any other notice provisions in this Agreement and, accordingly, only notice provided to the above address satisfies the notice requirements in this Section.

14. Certified Resolution of Signature Authority

Upon request of County, City shall deliver to County a copy of the resolution(s) authorizing execution, delivery and performance of this Agreement, certified as true, accurate and complete by the appropriate authorized representative of City.

Signed:

COUNTY OF SANTA CLARA

CITY OF MORGAN HILL

By _____
 Garry Herceg
 Deputy County Executive

By _____
 City Manager or designee

Approved as to Form and Legality:

Approved as to Form and Legality:

 Kavita Narayan
 Deputy County Counsel

 City Attorney

Enclosures

- Exhibit A Santa Clara County EMPG Notification of Application Approval
- Exhibit B Grant Certifications and Assurances
- Exhibit C Project Narratives
- Exhibit D Functional Timesheet Template
- Exhibit E Financial Disclosure Form



September 1, 2016

Garry Herceg
Deputy County Executive
Santa Clara County
70 West Hedding Street, East Wing, 11th Floor
San Jose, CA 95110

SUBJECT: NOTIFICATION OF APPLICATION APPROVAL
FY 16 Emergency Management Performance Grant
Subaward #2016-0010, Cal OES ID: 085-00000

Dear Mr. Herceg:

The California Governor's Office of Emergency Services (Cal OES) has approved your application in the amount of \$517,005. A copy of your approved Subaward is enclosed for your records.

All payment requests must be submitted on the Financial Management Forms Workbook, In addition, expenditures can only be made for items listed on your approved Subaward.

Any activities requiring an Environmental and Historic Preservation (EHP) review and approval are prohibited from expending Subaward on those activities until an EHP clearance has been obtained. Failure to adhere to this requirement will result in the deobligation of Subaward funds.

This Subaward is subject to all policies and provisions of the Single Audit Act of 1984 and the Single Audit Act Amendments of 1996. Any funds received in excess of current needs, approved amounts, or those found owed as a result of a final inspection or audit, must be refunded to the State within 30 days upon receipt of an invoice from Cal OES.

Quarterly reports must be prepared and submitted to Cal OES for the duration of the performance period or until all activities are completed and the Subaward is formally closed. Failure to submit quarterly reports could result in grant reduction, suspension or termination.

If you have any questions regarding this letter, please contact the Grants Processing Unit at (916) 845-8423.

Grants Processing Unit

Enclosure

c: EMPG Coordinator
Coastal Region
Subrecipient file

EXHIBIT B



Standard Assurances For All Cal OES Federal Grant Programs

As the duly authorized representative of the Applicant, I hereby certify that the Applicant has the legal authority to apply for federal assistance and the institutional, managerial and financial capability (including funds sufficient to pay any non-federal share of project cost) to ensure proper planning, management and completion of the project described in this application, within prescribed timelines.

I further acknowledge that the Applicant is responsible for reviewing and adhering to all requirements within the:

- (a) Applicable Federal Regulations (see below);
- (b) Federal Program Notice of Funding Opportunity (NOFO);
- (c) California Supplement to the NOFO; and
- (d) Federal and State Grant Program Guidelines.

Federal Regulations

Government cost principles, uniform administrative requirements and audit requirements for federal grant programs are set forth in Title 2, Part 200 of the Code of Federal Regulations (CFR) and updates are issued by the Office of Management and Budget (OMB) and can be found at <http://www.whitehouse.gov/omb/>.

Significant state and federal grant award requirements (some of which appear in the documents listed above) are set forth below. The Applicant hereby agrees to comply with the following:

1. Proof of Authority

The Applicant will obtain written authorization from the city council, governing board, or authorized body in support of this project. This written authorization must specify that the Applicant and the city council, governing board, or authorized body agree:

- (a) To provide all matching funds required for the grant project and that any cash match will be appropriated as required.
- (b) Any liability arising out of the performance of this agreement shall be the responsibility of the Applicant and the city council, governing board, or authorized body.
- (c) Grant funds shall not be used to supplant expenditures controlled by the city council, governing board, or authorized body.
- (d) The official executing this agreement is, in fact, authorized to do so.

This Proof of Authority must be maintained on file and readily available upon request.

2. Period of Performance

The Applicant will initiate work after approval of the award and complete all work within the period of performance specified in the grant.

3. Lobbying and Political Activities

As required by Section 1352, Title 31 of the U.S. Code (U.S.C.), for persons entering into a contract, grant, loan, or cooperative agreement from an agency or requests or receives from an agency a commitment providing for the United States to insure or guarantee a loan, the Applicant certifies 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 an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.
- (b) If any funds other 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 employee of Congress, or an employee of a Member of Congress in connection with this federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions.
- (c) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

The Applicant will also comply with provisions of the Hatch Act (5 U.S.C. §§ 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.

Finally, the Applicant 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 without the express written approval from the California Governor's Office of Emergency Services (Cal OES) or the federal awarding agency.

4. Debarment and Suspension

As required by Executive Orders 12549 and 12689, and 2 CFR § 200.212 and codified in 2 CFR Part 180, Debarment and Suspension, the Applicant will provide protection against waste, fraud,

and abuse by debaring or suspending those persons deemed irresponsible in their dealings with the federal government. The Applicant certifies that it and its principals:

- (a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or agency;
- (b) 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;
- (c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state, or local) with commission of any of the offenses enumerated in paragraph (2)(b) of this certification; and
- (d) Have not within a three-year period preceding this application had one or more public transaction (federal, state, or local) terminated for cause or default.

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.

5. Non-Discrimination and Equal Employment Opportunity

The Applicant will comply with all federal statutes relating to non-discrimination. These include, but are not limited to, the following:

- (a) Title VI of the Civil Rights Act of 1964 (Public Law (P.L.) 88-352 and 42 U.S.C. § 2000d et seq.) which prohibits discrimination on the basis of race, color, or national origin and requires that recipients of federal financial assistance take reasonable steps to provide meaningful access to persons with limited English proficiency (LEP) to their programs and services;
- (b) Title IX of the Education Amendments of 1972, (20 U.S.C. §§ 1681-1683, and 1685-1686), which prohibits discrimination on the basis of sex in any federally funded educational program or activity;
- (c) Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794), which prohibits discrimination against those with disabilities or access and functional needs;
- (d) Americans with Disabilities Act (ADA) of 1990, which prohibits discrimination on the basis of disability and requires buildings and structures be accessible to those with disabilities and access and functional needs; (42 U.S.C. §§ 12101-12213.)
- (e) Age Discrimination Act of 1975, (42 U.S.C. §§ 6101-6107), which prohibits discrimination on the basis of age;
- (f) Public Health Service Act of 1912 (42 U.S.C. §§ 290 dd—2), relating to confidentiality of patient records regarding substance abuse treatment;
- (g) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. § 3601 et seq.), relating to nondiscrimination in the sale, rental or financing of housing;

- (h) Executive Order 11246, which prohibits federal contractors and federally assisted construction contractors and subcontractors, who do over \$10,000 in Government business in one year from discriminating in employment decisions on the basis of race, color, religion, sex, sexual orientation, gender identification or national origin;
- (i) Executive Order 11375, which bans discrimination on the basis of on the basis of race, color, religion, sex, sexual orientation, gender identification, or national origin in hiring and employment in both the United States federal workforce and on the part of government contractors;
- (j) California Public Contract Code § 10295.3, which prohibits discrimination based on domestic partnerships and those in same sex marriages;
- (k) Any other nondiscrimination provisions in the specific statute(s) under which application for federal assistance is being made; and
- (l) The requirements of any other nondiscrimination statute(s) which may apply to the application.

In addition to the items listed in (a) through (n), the Applicant will comply with California's Fair Employment and Housing Act (FEHA). FEHA prohibits harassment and discrimination in employment because of ancestry, race, color, religious creed (including religious dress and grooming practices), sex (which includes pregnancy, childbirth, breastfeeding and medical conditions related to pregnancy, childbirth or breastfeeding), gender, gender identity, gender expression, sexual orientation, marital status, national origin, ancestry, mental and physical disability, genetic information, medical condition, age, pregnancy, denial of medical and family care leave, or pregnancy disability leave (California Government Code §§12940, 12945, 12945.2), military and veteran status, and/or retaliation for protesting illegal discrimination related to one of these categories, or for reporting patient abuse in tax supported institutions.

6. Drug-Free Workplace

As required by the Drug-Free Workplace Act of 1988 (41 U.S.C. § 701 et seq.), the Applicant certifies that it will maintain a drug-free workplace and a drug-free awareness program as outlined in the Act.

7. Environmental Standards

The Applicant will comply with state and federal environmental standards, which may be prescribed pursuant to the following, as applicable:

- (a) California Environmental Quality Act (CEQA) (California Public Resources Code §§ 21000-21177), to include coordination with the city or county planning agency;
- (b) CEQA Guidelines (California Code of Regulations, Title 14, Division 6, Chapter 3, §§ 15000-15387);
- (c) Federal Clean Water Act (CWA) (33 U.S.C. § 1251 et seq.), which establishes the basic structure for regulating discharges of pollutants into the waters of the United States and regulating quality standards for surface waters;
- (d) Federal Clean Air Act of 1955 (42 U.S.C. § 7401) which regulates air emissions from stationary and mobile sources;

- (e) Institution of environmental quality control measures under the National Environmental Policy Act of 1969 (P.L. 91-190); Executive Order 12898 which focuses on the environmental and human health effects of federal actions on minority and low-income populations with the goal of achieving environmental protection for all communities;
- (f) Executive Order 11514 which sets forth national environmental standards.
- (g) Executive Order 11738 instituted to assure that each federal agency empowered to enter into contracts for the procurement of goods, materials, or services and each federal agency empowered to extend federal assistance by way of grant, loan, or contract shall undertake such procurement and assistance activities in a manner that will result in effective enforcement of the Clean Air Act and the Federal Water Pollution Control Act Executive Order EO 11990 which requires preservation of wetlands;
- (h) The Safe Drinking Water Act of 1974, (P.L. 93-523);
- (i) The Endangered Species Act of 1973, (P.L. 93-205);
- (j) 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.

The Applicant shall not be: 1) in violation of any order or resolution promulgated by the State Air Resources Board or an air pollution district; 2) subject to a cease and desist order pursuant to § 13301 of the California Water Code for violation of waste discharge requirements or discharge prohibitions; or 3) determined to be in violation of federal law relating to air or water pollution.

8. Audits

For subrecipients expending \$750,000 or more in federal grant funds annually, the Applicant will cause to be performed the required financial and compliance audits in accordance with the Single Audit Act Amendments of 1996 and Title 2 of the Code of Federal Regulations, Part 200, Subpart F Audit Requirements.

9. Access to Records

In accordance with 2 CFR § 200.336, the Applicant 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. The Applicant will require any subrecipients, contractors, successors, transferees and assignees to acknowledge and agree to comply with this provision.

10. Conflict of Interest

The Applicant 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.

11. Financial Management

False Claims for Payment

The Applicant will comply with 31 U.S.C § 3729 which sets forth that no subgrantee, recipient, or subrecipient shall submit a false claim for payment, reimbursement or advance.

12. Reporting - Accountability

The Applicant agrees to comply with applicable provisions of the Federal Funding Accountability and Transparency Act (FFATA) (P.L. 109-282), specifically (a) the reporting of subawards obligating \$25,000 or more in federal funds and (b) executive compensation data for first-tier subawards. This includes the provisions of FFATA, which includes requirements for executive compensation, and also requirements implementing the Act for the non-federal entity at 2 CFR part 25 Financial Assistance Use of Universal Identifier and Central Contractor Registration and 2 CFR part 170 Reporting Subaward and Executive Compensation Information.

13. Whistleblower Protections

The Applicant also must comply with statutory requirements for whistleblower protections at 10 U.S.C. § 2409, 41 U.S.C. § 4712, and 10 U.S.C. § 2324, 41 U.S.C. § 4304 and § 4310.

14. Human Trafficking

The Applicant will comply with the requirements of Section 106(g) of the Trafficking Victims Protection Act of 2000, as amended (22 U.S.C. § 7104) which prohibits grant award recipients or a subrecipient from: (1) engaging in trafficking in persons during the period of time that the award is in effect; (2) procuring a commercial sex act during the period of time that the award is in effect; or (3) using forced labor in the performance of the award or subawards under the award.

15. Labor Standards

The Applicant will comply with the following federal labor standards:

- (a) Comply with the provisions of the Davis-Bacon Act (40 U.S.C. §§ 276a to 276a-7), as applicable, and the Copeland Act (40 U.S.C. § 3145 and 18 U.S.C. § 874) and the Contract Work Hours and Safety Standards Act (40 U.S.C. §§ 327-333), regarding labor standards for federally-assisted construction contracts or subcontracts.
- (b) Comply with the Federal Fair Labor Standards Act (29 U.S.C. § 201 et al.) as they apply to employees of institutes of higher learning (IHE), hospitals and other non-profit organizations.

16. Worker's Compensation

The Applicant must comply with provisions which require every employer to be insured to protect workers who may be injured on the job before commencing performance of the work of this Agreement, as per the workers compensation laws set forth in California Labor Code §§ 3700 et seq.

17. Property-Related

If applicable to the type of project funded by this federal award, the Applicant will:

- (a) Comply 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 provide for fair and equitable treatment of persons displaced or whose property is acquired as a result of Federal or federally-assisted programs. These requirements apply to all interests in real property acquired for project purposes regardless of Federal participation in purchase.

- (b) Comply with flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973 (P.L. 93-234) which requires subrecipients 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.
- (c) 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 protection of historic properties), and the Archaeological and Historic Preservation Act of 1974 (16 U.S.C. §469a-1 et seq.).
- (d) Comply with the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. § 4831 and 24 CFR Part 35) which prohibits the use of lead-based paint in construction or rehabilitation of residence structures.

18. Certifications Applicable Only to Federally-Funded Construction Projects

For all construction projects, the Applicant will:

- (a) Not dispose of, modify the use of, or change the terms of the real property title or other interest in the site and facilities without permission and instructions from the awarding agency. Will record the federal awarding agency directives and will include a covenant in the title of real property acquired in whole or in part with federal assistance funds to assure nondiscrimination during the useful life of the project.
- (b) Comply with the requirements of the awarding agency with regard to the drafting, review and approval of construction plans and specifications.
- (c) Provide and maintain competent and adequate engineering supervision at the construction site to ensure that the complete work conforms with the approved plans and specifications and will furnish progressive reports and such other information as may be required by the assistance awarding agency or State.

19. Use of Cellular Device While Driving is Prohibited

Applicants are required to comply with California Vehicle Code sections 23123 and 23123.5. These laws prohibit driving motor vehicle while using an electronic wireless communications device to write, send, or read a text-based communication. Drivers are also prohibited from the use of a wireless telephone without hands-free listening and talking, unless to make an emergency call to 911, law enforcement, or similar services.

20. Freedom of Information Act

The Applicant acknowledges that all information submitted in the course of applying for funding under this program, or provided in the course of an entity's grant management activities that are under Federal control, is subject to the Freedom of Information Act (FOIA), 5 U.S.C. § 552, and the California Public Rights Act, California Government Code section 6250 et seq. The Applicant should consider these laws and consult its own State and local laws and regulations regarding the release of information when reporting sensitive matters in the grant application, needs assessment, and strategic planning process.

EMERGENCY MANAGEMENT PERFORMANCE GRANT PROGRAM - PROGRAM SPECIFIC ASSURANCES / CERTIFICATIONS

21. Reporting Accusations and Findings of Discrimination

If during the past three years the recipient has been accused of discrimination on any basis the recipient must provide a list of all such proceedings, pending or completed, including outcome and copies of settlement agreements to the DHS financial assistance office and the DHS Office of Civil Rights and Civil Liberties (CRCL) by e-mail at crcl@hq.dhs.gov or by mail at U.S. Department of Homeland Security Office for Civil Rights and Civil Liberties Building 410, Mail Stop #0190 Washington, D.C. 20528.

In the event any court or administrative agency makes a finding of discrimination against the recipient, or the recipient settles a case or matter alleging such discrimination, recipients must forward a copy of the complaint and findings to the DHS financial assistance office and the CRCL office by e-mail or mail at the addresses listed above.

The United States has the right to seek judicial enforcement of these obligations.

21. Acknowledgment of Federal Funding from DHS and Use of DHS Seal, Logo, and Flags

All recipients must acknowledge their use of federal funding when issuing statements, press releases, requests for proposals, bid invitations, and other documents describing projects or programs funded in whole or in part with federal funds.

All recipients must obtain permission from their financial assistance office, prior to using the DHS seal(s), logos, crests or reproductions of flags or likenesses of DHS agency officials, including use of the United States Coast Guard seal, logo, crests or reproductions of flags or likenesses of Coast Guard officials.

22. Activities Conducted Abroad

All recipients must ensure that project activities carried on outside the United States are coordinated as necessary with appropriate government authorities and that appropriate licenses, permits, or approvals are obtained.

23. Best Practices for Collection and Use of Personally Identifiable Information (PII)

DHS defines personally identifiable information (PII) as any information that permits the identity of an individual to be directly or indirectly inferred, including any information that is linked or linkable to that individual. All recipients who collect PII are required to have a publically-available privacy policy that describes standards on the usage and maintenance of PII they collect. Award recipients may also find as a useful resource the DHS Privacy Impact Assessments: Privacy Guidance and Privacy template respectively.

24. Copyright

All recipients must affix the applicable copyright notices of 17 U.S.C. §§ 401 or 402 and an acknowledgement of Government sponsorship (including award number) to any work first produced under federal financial assistance awards.

25. Energy Policy and Conservation Act

All recipients must comply with the requirements of 42 U.S.C. § 6201 which contain policies relating to energy efficiency that are defined in the state energy conservation plan issued in compliance with this Act.

26. Federal Debt Status

All recipients are required to be non-delinquent in their repayment of any federal debt. Examples of relevant debt include delinquent payroll and other taxes, audit disallowances, and benefit overpayments. See OMB Circular A-129.

27. Fly America Act of 1974

All Applicants must comply with Preference for U.S. Flag Air Carriers: (air carriers holding certificates under 49 U.S.C. § 41102) for international air transportation of people and property to the extent that such service is available, in accordance with the International Air Transportation Fair Competitive Practices Act of 1974 (49 U.S.C. § 40118) and the interpretative guidelines issued by the Comptroller General of the United States in the March 31, 1981, amendment to Comptroller General Decision B-138942.

28. Hotel and Motel Fire Safety Act of 1990

In accordance with Section 6 of the Hotel and Motel Fire Safety Act of 1990, all Applicants must ensure that all conference, meeting, convention, or training space funded in whole or in part with federal funds complies with the fire prevention and control guidelines of the Federal Fire Prevention and Control Act of 1974, as amended, 15 U.S.C. § 2225a.

29. Non-supplanting Requirement

All Applicants who receive awards made under programs that prohibit supplanting by law must ensure that federal funds do not replace (supplant) funds that have been budgeted for the same purpose through non-federal sources.

30. Patents and Intellectual Property Rights

Unless otherwise provided by law, recipients are subject to the Bayh-Dole Act, Pub. L. No. 96-517, as amended, and codified in 35 U.S.C. § 200 et seq. All recipients are subject to the specific requirements governing the development, reporting, and disposition of rights to inventions and patents resulting from financial assistance awards located at 37 C.F.R. Part 401 and the standard patent rights clause located at 37 C.F.R. § 401.14.

31. SAFECOM

All Applicants who receive awards made under programs that provide emergency communication equipment and its related activities must comply with the SAFECOM Guidance for Emergency

Communication Grants, including provisions on technical standards that ensure and enhance interoperable communications.

32. Terrorist Financing

All Applicants must comply with Executive Order 13224 and U.S. law that prohibit transactions with, and the provisions of resources and support to, individuals and organizations associated with terrorism. It is the legal responsibility of recipients to ensure compliance with the Order and laws.

33. Reporting of Matters Related to Recipient Integrity and Performance

If the total value of the Applicant's currently active grants, cooperative agreements, and procurement contracts from all federal assistance office exceeds \$10,000,000 for any period of time during the period of performance of this federal award, the Applicant must comply with the requirements set forth in the government-wide Award Term and Condition for Recipient Integrity and Performance Matters located at 2 C.F.R. Part 200, Appendix XII, the full text of which is incorporated here by reference in the terms and conditions of your award.

34. USA Patriot Act of 2001

All recipients must comply with requirements of the Uniting and Strengthening America by Providing Appropriate Tools Required to Intercept and Obstruct Terrorism Act (USA PATRIOT Act), which amends 18 U.S.C. §§ 175–175c.

IMPORTANT

The purpose of the assurance is to obtain federal and state financial assistance, including any and all federal and state grants, loans, reimbursement, contracts, etc. The Applicant recognizes and agrees that state financial assistance will be extended based on the representations made in this assurance. This assurance is binding on the Applicant, its successors, transferees, assignees, etc. Failure to comply with any of the above assurances may result in suspension, termination, or reduction of grant funds.

All appropriate documentation, as outlined above, must be maintained on file by the Applicant and available for Cal OES or public scrutiny upon request. Failure to comply with these requirements may result in suspension of payments under the grant or termination of the grant or both and the subrecipient may be ineligible for award of any future grants if the Cal OES determines that any of the following has occurred: (1) the recipient has made false certification, or (2) violates the certification by failing to carry out the requirements as noted above.

All of the language contained within this document must be included in the award documents for all subawards at all tiers, including contracts under grants and cooperative agreements and subcontracts. All recipients are bound the Department of Homeland Security Standard Terms and Conditions 2016, Version 6.0, hereby incorporated by reference, which can be found at: <https://www.dhs.gov/sites/default/files/publications/Fiscal%20Year%202016%20DHS%20General%20Terms%20and%20Conditions.pdf>

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.

Subrecipient: _____

Signature of Authorized Agent: _____

Printed Name of Authorized Agent: _____

Title: _____ Date: _____

2016 EMPG Project Proposal Request Timeline and Template

Project



I. Background Information

I	A.	Requestor Contact Information
	Agency	City of San José, Office of Emergency Services
	Name	Ryan Broughton, CEM, CBCP
	Position/Title	Director, Office of Emergency Services
	Phone	408-794-7055
	Mobile Number	408-398-9314
	Agency Address	855 N. San Pedro St., #404, San José, CA 95110
	Email	ryan.broughton@sanjoseca.gov

I	B.	Discipline and Discipline Contact Information
	<input type="checkbox"/>	Fire
	<input type="checkbox"/>	Law
	<input type="checkbox"/>	EMS/PH
	<input checked="" type="checkbox"/>	Emergency Management
	Other <input type="checkbox"/>	Please Specify

I	C.	Project Name
		CERT Trailers for San José - Scalable from one (1) to ten (10) trailers

TOTAL PROJECT COST (Insert the total from Funding section)	Scalable from 1 up to 10 Units \$15,717 up to \$157,170
--	--

I	D.	Project Type
		Use the checkbox to indicate corresponding project
	<input checked="" type="checkbox"/>	This project is a new Project.
	<input type="checkbox"/>	This project is part of an ongoing Project.
	<input type="checkbox"/>	This project is for sustainment of a previously funded Project.

I E. Mission Areas (Solution Area) - Use the checkbox to indicate the <u>one</u> corresponding mission area for your project				
<input type="checkbox"/> Planning	<input type="checkbox"/> Organization	<input checked="" type="checkbox"/> Equipment	<input type="checkbox"/> Training	<input type="checkbox"/> Exercises
↓	↓	↓	↓	↓
Choose ONLY <u>one</u> Sub Area (Sub Category) for Mission Areas above				
<input type="checkbox"/> Community Outreach	<input type="checkbox"/> Staffing	<input type="checkbox"/> Information Technology	<input type="checkbox"/> Staff Expenses	<input type="checkbox"/> Design/Develop
<input type="checkbox"/> Conference	<input type="checkbox"/> Day to Day Activities/ /operations that support emergency management	<input type="checkbox"/> Cyber Security Enhancement Equipment	<input type="checkbox"/> Course Development	<input type="checkbox"/> Conduct / Attend / Evaluate
<input type="checkbox"/> Develop and Enhance Plans, Protocols and Systems		<input type="checkbox"/> Interoperable Communications Equipment	<input type="checkbox"/> Course Delivery and Evaluation	<input type="checkbox"/> Supplies / Materials / Production Costs
		<input checked="" type="checkbox"/> Other Authorized Equipment	<input type="checkbox"/> Staff Expenses	
			<input type="checkbox"/> Certification / Recertification of instructors	

I F. Project Description - Briefly describe exactly what the project entails, what purchases and/or personnel will be necessary for the project	
<p>The City of San José is the 10th largest city in the United States, the 3rd largest city in California, and the largest city in the San Francisco Bay Area with over 1 million residents and over 60,000 businesses across 180 square miles. San José is home to over 700 critical assets; the Norman J. Mineta San José International Airport; 5 of the County's 11 hospitals; 14 colleges and universities; 19 school districts; and over 100 private schools. The City of San José is divided into ten City Council districts of 100,000 or more residents, which makes each of San José's ten Council Districts roughly equivalent to the 14 largest city jurisdictions among the 120 cities in the San Francisco Bay Area (after San Francisco and Oakland). As the Capital of Silicon Valley, San José protects and supports some of the Nation's highest priority information technology infrastructure and services along with multiple Fortune 500 companies. San José protects the principal infrastructure for telecommunications, electrical power, natural gas, water, wastewater, and waste management for the City of San José, fifteen other jurisdictions, and the County of Santa Clara. San José's risk portfolio details an exceptional level of risk to many of these critical infrastructure sectors with past attacks on telecommunications and power distribution infrastructure within the City's jurisdiction. San José's annual risk assessment identifies 42 distinct hazards and threats to the City's residents, businesses, and City operations – from earthquake, fire, and flood hazards, to aviation and rail transportation hazards and intentional and terrorism threats. As the largest jurisdiction in the Operational Area, the City of San José is a critical mutual aid partner with capability to support all 15 city jurisdictions.</p>	

This project would provide one (1) to ten (10) Community Emergency Response Team (CERT) trailers stocked with supplies. Each trailer is approximately 12 feet long by 6 feet wide with a single axle for maximum portability. Each CERT trailer will be able to be towed by most light SUV's and pick-up trucks. Each trailer would be stocked with: personal protective equipment (vests, hard hats, flashlight, backpack, gloves, safety goggles, small first aid kit) for teams of up to 20 people each; 4 large first aid kits; light search and rescue tools; fire extinguishers; a generator; emergency inflatable lighting; and office supplies. The trailers would be deployed to support CERT teams.

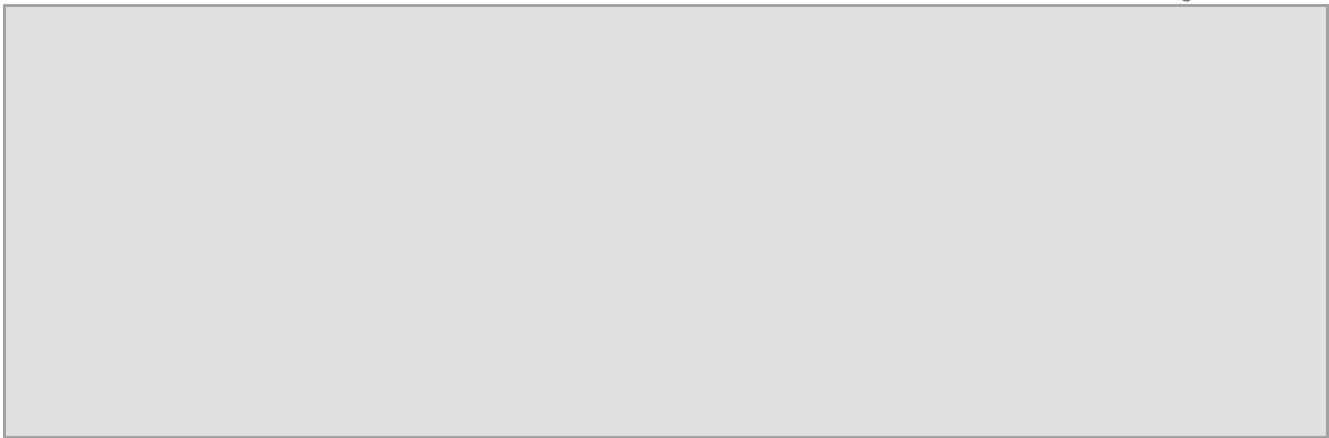
The current Bay Area UASI Core Capability Assessment readiness rates for the City of San José in the related core capabilities are: Community Resilience (3%) and Critical Transportation (7%).

This project is scalable from one (1) CERT Trailer to ten (10) CERT Trailers.

THIS PROPOSAL IS SCALABLE UP TO 10 WITH THE COST INCREASED ACCORDINGLY. THE PRICE RANGE FROM 1 TO 10 UNITS IS \$15,717 TO \$157,170.

I	G.	Does this project require a sole source?
	<input checked="" type="checkbox"/> Yes If "Yes", please explain <input type="checkbox"/> No N/A	
<p>ProPac is the only company based on current research that could supply the requested trailer with specified supplies and materials as a complete package. It is possible that during bidding another vendor could be found. This notation is provided for information.</p>		

I	H.	Installation
	- Does this project require installation, new construction or renovation, retrofitting, or modification of existing structures?	
	<input type="checkbox"/> Yes If "Yes", please: <input checked="" type="checkbox"/> No N/A	
<ol style="list-style-type: none"> 1. Provide an explanation AND 2. Attach a completed <u>Environmental and Historic Preservation</u> screening form (EHP) available from http://www.fema.gov/media-library/assets/documents/90195 		



II. ALIGNMENT WITH NATIONAL PREPAREDNESS GOALS

II		A. Goals and Objectives
- Use the checkbox to indicate which Core Capability will be developed or sustained.		
1	<input type="checkbox"/>	Prevention. Prevent, avoid or stop an imminent, threatened or actual act of terrorism.
2	<input type="checkbox"/>	Protection. Protect our citizens, residents, visitors, and assets against the greatest threats and hazards in a manner that allows our interests, aspirations, and way of life to thrive.
3	<input type="checkbox"/>	Mitigation. Reduce the loss of life and property by lessening the impact of future disasters
4	<input checked="" type="checkbox"/>	Response. Respond quickly to save lives, protect property and the environment, and meet basic human needs in the aftermath of a catastrophic incident.
5	<input checked="" type="checkbox"/>	Recovery. Recover through a focus on the timely restoration, strengthening and revitalization of infrastructure, housing and a sustainable economy, as well as the health, social, cultural, historic and environmental fabric of communities affected by a catastrophic incident.

II		B. Objective and Implementation
<ul style="list-style-type: none"> - List each Objective and Implementation Step (by number) from the Homeland Security Strategy the project supports - How much funding from the project will go towards implementing each Objective - Explain how the project supports the Objective by enhancing capabilities. - If more than one Objective is impacted by the project, separate total project funding among the two or more Objectives impacted. <p><i>The below FY 15 EMPG Support Documents are available from the CAL OES EMPG website.</i></p> <ul style="list-style-type: none"> - <u>National Preparedness Goal (NPG) September 2011</u> - <u>Cal OES Strategic Plan Goals</u> 		

OBJECTIVE	FUNDING ALIGNED TO OBJECTIVE	HOW THE PROJECT SUPPORTS IMPLEMENTATION OF THE OBJECTIVE
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Project

5.1 Strengthen All Hazards Incident Management Capabilities Across California (Goal 5 Strengthen Catastrophic CBRNE and All Hazards Incident Planning, Detection and Response Capabilities)	50%	By providing CERT trailer(s) for San José to support CERT teams with emergency supplies for use in the aftermath of a catastrophic incident, this will enhance the City's response capabilities as well as those of the Operational Area's. The trailers and supplies are specifically designed to be easily deployable and could be deployed to other jurisdictions within the Operational Area, if needed and requested.
7.1 Implement a California Disaster Recovery Framework (Goal 7 Enhance Recovery Capabilities)	50%	By providing CERT trailer(s) for San José to support CERT teams with emergency supplies for use in the aftermath of a catastrophic incident, this will enhance the City's recovery capabilities as well as those of the Operational Area's. The trailers and supplies are specifically designed to be easily deployable and could be deployed to other jurisdictions within the Operational Area, if needed and requested.

III. FUNDING

III	A.	<p>Proposed funding amount</p> <ul style="list-style-type: none"> - Provide the proposed funding amount to be obligated from this Project towards Planning and Equipment elements. <i>(Please check the appropriate box(es) on the left side for all that apply).</i> - Also, for each funding area selected, provide a brief narrative below describing the items or services being funded.
ELEMENT		PROPOSED FUNDING
<input type="checkbox"/>	Planning	\$
<input checked="" type="checkbox"/>	Equipment	\$15,717 to \$157,170 (Scalable from 1 to 10)
<input type="checkbox"/>	Management & Administration	\$
TOTAL PROJECT COSTS		\$15,717/unit to \$157,170 for 10

Planning	
<input type="checkbox"/>	Emergency Management/Operations Plans
<input type="checkbox"/>	Continuity/Administrative Plans
<input type="checkbox"/>	Whole Community Planning
<input type="checkbox"/>	Resource Management Planning
<input type="checkbox"/>	Evacuation Planning
<input type="checkbox"/>	Pre-Disaster Recovery Planning

<input type="checkbox"/>	Recovery Planning
<p>EXPLANATION:</p>	

AEL #	Equipment
- Use this link to locate and provide the Authorized Equipment number needed for equipment approval https://www.fema.gov/media-library/assets/documents/101566	
<input type="checkbox"/>	Information Technology
<input type="checkbox"/>	Cyber Security Enhancement Equipment
<input type="checkbox"/>	Interoperable Communications Equipment
<input type="checkbox"/>	Detection Equipment
<input type="checkbox"/>	CBRNE Reference Materials
<input type="checkbox"/> 12TR-00-TEQP	CBRNE Incident Response Vehicle
<input type="checkbox"/>	Physical Security Enhancement Equipment
<input type="checkbox"/>	Power Equipment
<input type="checkbox"/>	CBRNE Logistical Support Equipment
<input type="checkbox"/> 21GN-00-CCEQ; 21GN-00-SHIP; 21GN-00-STAX	Other Authorized Equipment: Contact grants manager prior to selected this sub-category

III	B.	Other Source(s) of funding
- List other source(s) of funding that is being requested or utilized for this project <i>(check the appropriate box(es) on the left side)</i>		
ELEMENT		PROPOSED FUNDING
<input type="checkbox"/>	UASI	\$
<input type="checkbox"/>	SHSGP	\$
<input type="checkbox"/>	General Funds	\$
<input type="checkbox"/>	Other Grant Funds	\$

TOTAL OTHER FUNDING	\$0
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Other Funds:

- Explain how any other funds, such as general funds, UASI, etc., will be used to assist in implementation of this project.

IV. PROJECT MANAGEMENT AND IMPLEMENTATION

IV A. Milestones

- Identify up to ten milestones, with start and end dates, which will be achieved within the performance period under the 2016 EMPG.
- No start date should begin before July 1, 2016 and no end date should end after June 30, 2017.
- These dates are subject to change based on notification of application approval.
- No project may begin until notified by Grant Administrator that funding is available for spend.
- If unsure of exact dates, use Quarter timeframes

MILESTONE NUMBER	MILESTONE NAME/DESCRIPTION (1,000 CHARACTER LIMIT)	START DATE (MM/DD/YYYY)OR Q1, Q2, Q3, Q4	END DATE (MM/DD/YYYY)OR Q1, Q2, Q3, Q4
1	Develop specifications for Trailers and Contents	07/01/2016	10/15/2016
2	Bid issuance	10/01/2016	12/15/2016
3	Bid award	12/16/2016	03/01/2017
4	Receive and Inspect Equipment	05/01/2017	05/15/2017
5	Project Completion	05/15/2017	06/30/2017
6			
7			
8			
9			
10			

IV B. Project Outcomes

- Describe the outcomes and benefits that will be achieved as a result of this project. The outcomes should demonstrate improvement towards building capabilities.

Project

There is a long history of CERT being used in disasters in the United States. Many times, neighbor helping neighbor is the first wave of response before first responders are able to arrive. In catastrophic incidents, neighbor helping neighbor becomes more vital in that first responders must prioritize calls and may not show up for significantly longer periods after a disaster strikes for that very reason. As a result, CERT becomes a force multiplier for first responders in disaster that thereby strengthens local and Operational Area readiness. This project would provide CERT in San José with vital emergency response and recovery equipment that is portable and can be staged throughout the City as needed. It would also be available for deployment to partner jurisdictions as needed.

IV

C.

Project Deliverables

- Describe the deliverables that will be produced as a result of this project.

This project would deliver a minimum of one to ten 12-foot by 6-foot trailers pre-stocked with typical supplies needed for CERT operations in the field during a disaster event. Supplies would include personal protective gear, light search and rescue tools, disaster medical supplies and fire extinguishers.

V. Project Timeline

YEAR	DATE & MEETINGS	OWNERS & TASKS
2015	November 17 OAS Meeting	EMPG Grant Manager <ul style="list-style-type: none"> Initiates Op. Area EMPG FY16 Projects Proposals
	November 18 - December 22	Op. Area Signatories <ul style="list-style-type: none"> Submit their Projects Proposals to EMPG Grant Manager
	December 15 OAS Meeting	Op. Area Signatories <ul style="list-style-type: none"> Discuss proposed projects Brainstorm additional project proposals Discussion of Op. Area needs may generate new ideas and opportunities for additional proposals that meet all of the EMPG funding criteria Identify all projects that will be submitted by December 22nd.
	December 22	Op. Area Signatories <ul style="list-style-type: none"> All proposals and/or updated proposals due to EMPG Grant Manager
2016	January 19 OAS Meeting	<ul style="list-style-type: none"> Identify which proposals should be submitted for EMPG funding Make recommendations for "contingency projects" if/when additional funds become available in the future. This should include short timeframe projects that don't require an RFP, MOU or EHP. <ul style="list-style-type: none"> → Voting members may make modifications to proposals during the meeting with the agreement of the original project proposers as long as these modifications are consistent with the original goals and objectives of the project → Cast votes
	February 25 OAC Quarterly Meeting	Operational Area Council <ul style="list-style-type: none"> Receive Op. Area project and "contingency project" proposals for EMPG FY 2016 with OAS recommendations Ask questions of the project requestors (Project requestors need to attend the meeting and be ready to answer questions about their project) Propose their own projects (if applicable) Review content for May 26 vote
	May 26 OAC Quarterly Meeting	Operational Area Council <ul style="list-style-type: none"> Approve specific project allocation amounts Cast their votes on both projects and contingency projects for EMPG FY 16.
	July-August	CalOES Announces EMPG FY16 Funding Opportunity <ul style="list-style-type: none"> EMPG FY16 Grant Application Opens
	July-September	EMPG Grant Manager <ul style="list-style-type: none"> Submits EMPG FY16 Grant Application with approved Projects

2016 EMPG Project Proposal Request Timeline and Template



I. Background Information

I	A.	Requestor Contact Information
	Agency	Los Gatos-Monte Sereno Police Department
	Name	George Gadd
	Position/Title	Communications Interoperability/ Emergency Operations Center Coordinator
	Phone	w-408-354-6859 f-408-399-5710
	Mobile Number	c-408-835-8785
	Agency Address	110 E Main St, Los Gatos Ca 95030
	Email	

I	B.	Discipline and Discipline Contact Information
	<input type="checkbox"/>	Fire
	<input checked="" type="checkbox"/>	Law
	<input type="checkbox"/>	EMS/PH
	<input checked="" type="checkbox"/>	Emergency Management
	Other <input type="checkbox"/>	Please Specify

I	C.	Project Name
		EOC Laptop Replacement 2016

TOTAL PROJECT COST	
(Insert the total from Funding section)	\$ 11,000

I	D.	Project Type
		Use the checkbox to indicate corresponding project
	<input checked="" type="checkbox"/>	This project is a new Project.
	<input type="checkbox"/>	This project is part of an ongoing Project.
	<input type="checkbox"/>	This project is for sustainment of a previously funded Project.

I E. Mission Areas (Solution Area) - Use the checkbox to indicate the <u>one</u> corresponding mission area for your project				
<input type="checkbox"/> Planning	<input type="checkbox"/> Organization	<input checked="" type="checkbox"/> Equipment	<input type="checkbox"/> Training	<input type="checkbox"/> Exercises
↓	↓	↓	↓	↓
Choose ONLY <u>one</u> Sub Area (Sub Category) for Mission Areas above				
<input type="checkbox"/> Community Outreach	<input type="checkbox"/> Staffing	<input checked="" type="checkbox"/> Information Technology	<input type="checkbox"/> Staff Expenses	<input type="checkbox"/> Design/Develop
<input type="checkbox"/> Conference	<input type="checkbox"/> Day to Day Activities/ /operations that support emergency management	<input type="checkbox"/> Cyber Security Enhancement Equipment	<input type="checkbox"/> Course Development	<input type="checkbox"/> Conduct / Attend / Evaluate
<input type="checkbox"/> Develop and Enhance Plans, Protocols and Systems		<input type="checkbox"/> Interoperable Communications Equipment	<input type="checkbox"/> Course Delivery and Evaluation	<input type="checkbox"/> Supplies / Materials / Production Costs
		<input type="checkbox"/> Other Authorized Equipment	<input type="checkbox"/> Staff Expenses	
			<input type="checkbox"/> Certification / Recertification of instructors	

I F. Project Description - Briefly describe exactly what the project entails, what purchases and/or personnel will be necessary for the project	
<p>The EOC originally had 15 2008 vintage laptops. Via grant funding 8 replacement laptops were purchased in 2012. This project will replace the remaining 7 outdate laptops and increase inventory by 1 additional laptop to enable key postions/functions to have direct access to Web EOC, HSIN,ALERTSCC and other emergency management web based programs.</p> <p>Operationally this project will enable Los Gatos-Monte Sereno emergency managers to fully leverage data communication capabilities and sharing of critical information in support of response and mitigation during emergencies and disasters by utilizing common operating picture and resource management web based programs such as Web EOC, HSIN, COPLinks, Mutualink, etc.</p>	

I	G.	Does this project require a sole source?		
		<input type="checkbox"/> Yes	If "Yes", please explain	<input checked="" type="checkbox"/> No N/A

I	H.	Installation		
		- Does this project require installation, new construction or renovation, retrofitting, or modification of existing structures?		
		<input type="checkbox"/> Yes	If "Yes", please:	<input checked="" type="checkbox"/> No N/A
1. Provide an explanation AND 2. Attach a completed <u>Environmental and Historic Preservation</u> screening form (EHP) available from http://www.fema.gov/media-library/assets/documents/90195				

II. ALIGNMENT WITH NATIONAL PREPAREDNESS GOALS

II A. Goals and Objectives - Use the checkbox to indicate which Core Capability will be developed or sustained.		
1	<input type="checkbox"/>	Prevention. Prevent, avoid or stop an imminent, threatened or actual act of terrorism.
2	<input checked="" type="checkbox"/>	Protection. Protect our citizens, residents, visitors, and assets against the greatest threats and hazards in a manner that allows our interests, aspirations, and way of life to thrive.
3	<input type="checkbox"/>	Mitigation. Reduce the loss of life and property by lessening the impact of future disasters
4	<input checked="" type="checkbox"/>	Response. Respond quickly to save lives, protect property and the environment, and meet basic human needs in the aftermath of a catastrophic incident.
5	<input checked="" type="checkbox"/>	Recovery. Recover through a focus on the timely restoration, strengthening and revitalization of infrastructure, housing and a sustainable economy, as well as the health, social, cultural, historic and environmental fabric of communities affected by a catastrophic incident.

II B. Objective and Implementation - List each Objective and Implementation Step (by number) from the Homeland Security Strategy the project supports - How much funding from the project will go towards implementing each Objective - Explain how the project supports the Objective by enhancing capabilities. - If more than one Objective is impacted by the project, separate total project funding among the two or more Objectives impacted. <i>The below FY 15 EMPG Support Documents are available from the CAL OES EMPG website.</i> - National Preparedness Goal (NPG) September 2011 - Cal OES Strategic Plan Goals		
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OBJECTIVE	FUNDING ALIGNED TO OBJECTIVE	HOW THE PROJECT SUPPORTS IMPLEMENTATION OF THE OBJECTIVE
3	100%	The 8 proposed laptops will increase the ability for first responders and emergency managers to effectively collect and provide information and data throughout the operational area and region. In addition will enhance LG-MS emergency managers' abilities to respond to and mitigate the emergency or disaster.

III. FUNDING

III		A.	Proposed funding amount
			<ul style="list-style-type: none"> - Provide the proposed funding amount to be obligated from this Project towards Planning and Equipment elements. <i>(Please check the appropriate box(es) on the left side for all that apply).</i> - Also, for each funding area selected, provide a brief narrative below describing the items or services being funded.
		ELEMENT	PROPOSED FUNDING
<input type="checkbox"/>	Planning		\$
<input checked="" type="checkbox"/>	Equipment		\$ 11,000.00
<input type="checkbox"/>	Management & Administration		\$
		TOTAL PROJECT COSTS	\$

Planning	
<input type="checkbox"/>	Emergency Management/Operations Plans
<input type="checkbox"/>	Continuity/Administrative Plans
<input type="checkbox"/>	Whole Community Planning
<input type="checkbox"/>	Resource Management Planning
<input type="checkbox"/>	Evacuation Planning
<input type="checkbox"/>	Pre-Disaster Recovery Planning
<input type="checkbox"/>	Recovery Planning
EXPLANATION:	

AEL #	Equipment
	- Use this link to locate and provide the Authorized Equipment number needed for equipment approval https://www.fema.gov/media-library/assets/documents/101566
<input checked="" type="checkbox"/> 04HW-01-INHW	Information Technology
<input type="checkbox"/>	Cyber Security Enhancement Equipment
<input type="checkbox"/>	Interoperable Communications Equipment
<input type="checkbox"/>	Detection Equipment
<input type="checkbox"/>	CBRNE Reference Materials
<input type="checkbox"/>	CBRNE Incident Response Vehicle
<input type="checkbox"/>	Physical Security Enhancement Equipment
<input type="checkbox"/>	Power Equipment
<input type="checkbox"/>	CBRNE Logistical Support Equipment
<input type="checkbox"/>	Other Authorized Equipment: Contact grants manager prior to selected this sub-category

III B. Other Source(s) of funding - List other source(s) of funding that is being requested or utilized for this project <i>(check the appropriate box(es) on the left side)</i>		
	ELEMENT	PROPOSED FUNDING
<input type="checkbox"/>	UASI	\$ 0
<input type="checkbox"/>	SHSGP	\$ 0
<input type="checkbox"/>	General Funds	\$ 0
<input type="checkbox"/>	Other Grant Funds	\$ 0
TOTAL OTHER FUNDING		\$ 0

Other Funds:
- Explain how any other funds, such as general funds, UASI, etc., will be used to assist in implementation of this project.
Empty space for explanation

IV. PROJECT MANAGEMENT AND IMPLEMENTATION

IV	A.	Milestones	<ul style="list-style-type: none"> - Identify up to ten milestones, with start and end dates, which will be achieved within the performance period under the 2016 EMPG. - No start date should begin before July 1, 2016 and no end date should end after June 30, 2017. - These dates are subject to change based on notification of application approval. - No project may begin until notified by Grant Administrator that funding is available for spend. - If unsure of exact dates, use Quarter timeframes 	
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MILESTONE NUMBER	MILESTONE NAME/DESCRIPTION (1,000 CHARACTER LIMIT)	START DATE (MM/DD/YYYY)OR Q1, Q2, Q3, Q4	END DATE (MM/DD/YYYY)OR Q1, Q2, Q3, Q4
1	Obtain Quotes	Q1 2017	Q1 2017
2	Funding Approval Town and/or Monte Sereno	Q1 2017	Q1 2017
3	Issuance of PO	Q2 2017	Q2 2017
4	Receive Equipment	Q2 2017	Q2 2017
5	Field Programming Services	Q3 2017	Q3 2017
6	Deploy Equipment	Q3 2017	Q3 2017
7	Project Completion		
8			
9			
10			

IV	B.	Project Outcomes	<ul style="list-style-type: none"> - Describe the outcomes and benefits that will be achieved as a result of this project. The outcomes should demonstrate improvement towards building capabilities. <p>The new 8 laptops will ensure emergency managers in all 5 key sections at Los Gatos –Monte Sereno EOC will have enhanced capabilities to respond and mitigate threats, emergencies and disasters by providing access to emergency management software/programs/platforms such as Web EOC, HSIN, COPLINKS among others. In addition, these laptops will improve communications and data sharing between other EOCs, Santa Clara County OA , Regional OA and the State OES.</p>	
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IV	C.	Project Deliverables	<ul style="list-style-type: none"> - Describe the deliverables that will be produced as a result of this project. <p>Laptops will provide the ability to fully implement the use of WEB EOC and other emergency management programs and software at the 5 key EOC sections. The 8 new laptops will enable each section to have access to 2-3 laps which will enhance information sharing in the EOC and externally to other EOCs and the Operational Area.</p>	
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V. Project Timeline

YEAR	DATE & MEETINGS	OWNERS & TASKS
2015	November 17 OAS Meeting	EMPG Grant Manager <ul style="list-style-type: none"> Initiates Op. Area EMPG FY16 Projects Proposals
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	February 25 OAC Quarterly Meeting	Operational Area Council <ul style="list-style-type: none"> Receive Op. Area project and "contingency project" proposals for EMPG FY 2016 with OAS recommendations Ask questions of the project requestors (Project requestors need to attend the meeting and be ready to answer questions about their project) Propose their own projects (if applicable) Review content for May 26 vote
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	July-August	CalOES Announces EMPG FY16 Funding Opportunity <ul style="list-style-type: none"> EMPG FY16 Grant Application Opens
	July-September	EMPG Grant Manager <ul style="list-style-type: none"> Submits EMPG FY16 Grant Application with approved Projects

EXHIBIT D

LABOR DISTRIBUTION TIME SHEET		Week Ending	First and Last Name										City/County Participating		
		7/17/16	EXAMPLE										Sample City		
WBS #															
107-G107EM16															
PROJECTS	HOURS WORKED BY DAY														TOTAL HOURS
	M	T	W	TH	F	S	S	M	T	W	TH	F	S	S	
	7/6/15	7/7/15	7/8/15	7/9/15	7/10/15	7/11/15	7/12/15	7/13/15	7/14/15	7/15/15	7/16/15	7/17/15	7/18/15	7/19/15	
A - EMPG Grant Administration	5.0	5.0	4.0	4.0	1.0			2.0	3.0	0.0	1.0	1.0			26.0
B - OAC Liaison															
C - Sustaining CADRE															
D - Volunteer Management/ EVC															
E - Translated Communication Materials															
F - All Hazards Alert Radios															
G - Emergency Equipment Package EVC															
H - Wireless Emergency Network (WEN)															
I - Emergency Logistics Package C-POD															
J - CERT Equipment Trailers															
K - EOC Computers															
FY16 EMPG Project Proposal Work															
—															
—															
—															
Other Emergency Management Hours (Excluding Time Spent Receiving Training)															
Local Hazard Mitigation Planning (LHMP)															
Total EMPG Program Hours	5.0	5.0	4.0	4.0	1.0			2.0	3.0	0.0	1.0	1.0			26.0
Other Federal Grant Hours	4.0	4.0	0.0	4.0	4.0			4.0	4.0	4.0	4.0	4.0			36.0
Total EMPG & Other Federal Grant Hours	9.0	9.0	4.0	8.0	5.0			6.0	7.0	4.0	5.0	5.0			62.0
Total Work Hours (Max = 8 a day)	8.0	8.0	8.0	8.0	8.0			8.0	8.0	8.0	8.0	8.0			80.0

Employee Signature _____

Supervisor's Signature _____

