

**AGREEMENT BETWEEN THE COUNTY OF SANTA CLARA AND
THE CITY OF SUNNYVALE GRANTING PROGRAM FUNDS FOR THE
2017 EMERGENCY MANAGEMENT PERFORMANCE GRANT (EMPG)**

THIS AGREEMENT is made effective July 1, 2017, by and between the County of Santa Clara (“County”) and the City of Sunnyvale (“City”) for the allocation and distribution of 2017 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 is expected to award County 2017 EMPG funding in the amount of \$518,921 by November 1, 2017 for the purpose of sustaining and improving comprehensive emergency management programs;

NOW, THEREFORE, this AGREEMENT is to allocate the sum of **\$17,700** from County to City, so that City may implement the “CESA Annual Training and Conference”, “EOC Computers”, and the “Emergency Manager Training & Professional Development” 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, 2018. The performance period for City for the subgrant expires on March 31, 2018.

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 [Sunnyvale], 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 2017.
- (f) **"Grant Certifications and Assurances"** shall mean the FY17 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 2017 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 2017.
- (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 2017 EMPG funds shall be disbursed pursuant to the County's FY 2017 EMPG Grant application for each City. County shall reimburse to City funds that City expends under the 2017 EMPG program

for eligible expenditures. The amount for City shall not exceed \$17,700, unless additional funds become available under the 2017 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 \$518,921 in FY 2017 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 2017 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 2017, City must report any required compensation information by May 31, 2017.

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, 2017.

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, 2017.

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, 2018, and any related invoice shall be submitted by March 31, 2018, unless otherwise pre-approved by County's OES Director or designee, in order to meet 2017 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, 2017 through December 31, 2017	February 28, 2018
January 1, 2018 through March 15, 2018	March 31, 2018

- (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, 2018 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 2017 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.

Indirect costs are allowable under the FY17 EMPG grant. Allowability of Indirect costs does not increase the total amount of the State, Operational Area or other sub-recipient (i.e. jurisdictions) grant awards. Claims for indirect costs therefore necessarily decrease the federal funds available to pay for direct project costs. Subawards are based on the direct cost of approved projects. Sub-recipients wishing to claim indirect costs must use an indirect cost rate in compliance with applicable Federal guidance and regulations including 2 C.F.R. § 200.68 and Subpart E.

- (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, 2017 through June 30, 2018—the FY 2017 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:

Lt. Ryan Yin
Office of Emergency Services
Sunnyvale Department of Public Safety
700 All America Way
Sunnyvale, CA 94088

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. Contract Execution

Unless otherwise prohibited by law or County policy, the parties agree that an electronic copy of a signed contract, or an electronically signed contract, has the same force and legal effect as a contract executed with an original ink signature. The term “electronic copy of a signed contract” refers to a transmission by facsimile, electronic mail, or other electronic means of a copy of an original signed contract in a portable document format. The term “electronically signed contract” means a contract that is executed by applying an electronic signature using technology approved by the County.

11. 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.

12. 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.

13. Conflict of Interest

In accepting this Agreement, City covenants that is 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.

14. 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.

15. 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 SUNNYVALE

By  11/9/17
 Garry Herceg Date
 Deputy County Executive

By  11/19/17
 City Manager or designee Date

Approved as to Form and Legality:

Approved as to Form and Legality:

 11/03/2017
 Kavita Narayan Date
 Lead Deputy County Counsel

 10-18-17
 City Attorney Date

Enclosures

- Exhibit A Santa Clara County EMPG Notification of Application Approval (once received from the State)
- Exhibit B Grant Certifications and Assurances

- Exhibit C Project Narratives
- Exhibit D Functional Timesheet Template
- Exhibit E Financial Disclosure Form

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 (C.F.R.). 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, and
- (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 United States 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 C.F.R. § 200.212 and codified in 2 C.F.R. Part 180, Debarment and Suspension, the Applicant will provide protection against waste, fraud, and abuse by debarring or suspending those persons deemed irresponsible in their dealings with the federal government. The Applicant certifies that it and its principals, subgrantees, recipients or subrecipients:

- (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 as implemented by the Department of Housing and Urban Development at 24 C.F.R. Part 100. The prohibition on disability discrimination includes the requirement that new multifamily housing with four or more dwelling units—i.e., the public and common use areas and individual apartment units

- (all units in buildings with elevators and ground-floor units in buildings without elevators)—be designed and constructed with certain accessible features (See 24 C.F.R. § 100.201);
- (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 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) DHS policy to ensure the equal treatment of faith-based organizations, under which all applicants and recipients must comply with equal treatment policies and requirements contained in 6 C.F.R. Part 19;
 - (l) Any other nondiscrimination provisions in the specific statute(s) under which application for federal assistance is being made; and
 - (m) The requirements of any other nondiscrimination statute(s) which may apply to the application.

In addition to the items listed in (a) through (m), the Applicant will comply with California's Fair Employment and Housing Act (FEHA). FEHA prohibits harassment and discrimination in employment because of ancestry, familial status, 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 (NEPA) of 1969 (P.L. 91-190); the Council on Environmental Quality Regulations for Implementing the Procedural Provisions of NEPA; and 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) Evaluation of flood hazards in floodplains in accordance with Executive Order 11988;
- (g) Executive Order 11514 which sets forth national environmental standards;
- (h) 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 11990 which requires preservation of wetlands;
- (i) The Safe Drinking Water Act of 1974, (P.L. 93-523);
- (j) The Endangered Species Act of 1973, (P.L. 93-205);
- (k) Assurance of project consistency with the approved state management program developed under the Coastal Zone Management Act of 1972 (16 U.S.C. §§1451 et seq.);
- (l) Conformity of Federal Actions to State (Clear Air) Implementation Plans under Section 176(c) of the Clean Air Act of 1955, as amended (42 U.S.C. §§7401 et seq.);
- (m) 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 C.F.R. § 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 §§ 3729-3733 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 C.F.R. Part 25 Financial Assistance Use of Universal Identifier and Central Contractor Registration and 2 C.F.R. 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) 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, and
- (b) 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 at all times during the 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), Executive Order 11593 (identification and protection of historic properties), and the Archaeological and Historic Preservation Act of 1974 (16 U.S.C. §469a-1 et seq.); and
- (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; and
- (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. California Public Records Act and 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 Records 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 for 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 courts or administrative agencies make a finding of discrimination on grounds of race, color, national origin (including LEP), sex, age, disability, religion, or familial status against the recipient, or the recipients settle 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 by e-mail or mail at the addresses listed above.

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

22. Acknowledgment of Federal Funding from DHS

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.

23. 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.

24. 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. Recipients may also find the DHS Privacy Impact Assessments: Privacy Guidance and Privacy template a useful resource respectively.

25. Buy American and Hire American

All recipients are required to comply with any applicable provisions of the Buy American Act (41 U.S.C. §§ 8301 – 8305), and any other applicable statutes, regulations, or rules that require, or provide a preference for, the purchase or acquisition of goods, products, or materials produced in the United States.

26. Copyright

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

27. Duplication of Benefits

Any cost allocable to a particular federal financial assistance award provided for in 2 C.F.R. Part 200, Subpart E may not be charged to other federal financial assistance awards to overcome fund deficiencies, to avoid restrictions imposed by federal statutes, regulations, or federal financial assistance award terms and conditions, or for other reasons. However, these prohibitions would not preclude recipients from shifting costs that are allowable under two or more awards in accordance with existing federal statutes, regulations, or the federal financial assistance award terms and conditions.

28. 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.

29. 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.

30. Fly America Act of 1974

All recipients 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.

31. 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.

32. Non-supplanting Requirement

All recipients who receive federal financial assistance 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.

33. 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.

34. SAFECOM

All recipients who receive federal financial assistance 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.

35. Terrorist Financing

All recipients 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. Recipients are legally responsible to ensure compliance with the Order and laws.

36. Reporting of Matters Related to Recipient Integrity and Performance

If the total value of the recipient's currently active grants, cooperative agreements, and procurement contracts from all federal assistance offices exceeds \$10,000,000 for any period of time during the period of performance of this federal financial assistance award, you 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 award terms and conditions.

37. 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.

38. Use of DHS Seal, Logo, and Flags

All recipients must obtain permission from their DHS 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.

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. All recipients are bound by the Department of Homeland Security Standard Terms and Conditions 2017, Version 7.1, hereby incorporated by reference, which can be found at: <https://www.dhs.gov/publication/fy15-dhs-standard-terms-and-conditions>.

The undersigned represents that he/she is authorized to enter into this agreement for and on behalf of the Applicant.

Subrecipient: City of Sunnyvale

Signature of Authorized Agent: *Kent Steffens*

Printed Name of Authorized Agent: Kent Steffens

Title: City Manager Date: 10/19/17

EXHIBIT C

2017 EMPG Project Proposal Request Timeline and Template



I. Background Information

I	A.	Requestor Contact Information
	Agency	Santa Clara County Operational Area
	Name	Ivan Williams
	Position/Title	OAC Liaison/Senior Management Analyst
	Phone	408-808-7835
	Mobile Number	
	Agency Address	Office of Emergency Services 55 West Younger Avenue, Suite 450 San Jose, CA 95110
	Email	ivan.williams@oes.sccgov.org

I	B.	Project Name
		2017 CESA Annual Training & Conference

I	TOTAL PROJECT COST (Insert the total from Funding section)	
		\$12,000

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

I	D.	Mission Areas (Solution Area)				
		- Use the checkbox to indicate the corresponding mission area for your project				
	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Planning Organization Equipment Training Exercises

Choose ONLY one 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 type="checkbox"/> Other Authorized Equipment	<input checked="" type="checkbox"/> Staff Expenses	
			<input type="checkbox"/> Certification / Recertification of instructors	

I	E.	<p>Project Description</p> <ul style="list-style-type: none"> Briefly describe exactly what the project entails, what purchases and/or personnel will be necessary for the project
		<p>2016 CESA Annual Training and Conference--This project allows up to 9 Emergency Managers from across the Operational Area to attend the California Emergency Services Association (CESA) 2017 Annual Training Conference. Specific topics from past conferences include public information, plan writing, terrorism, California's Emergency Management Mutual Aid (EMMA) process, whole community planning, how C-PODs work, situational awareness and so on.</p>

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

I	G.	<p>Installation</p> <ul style="list-style-type: none"> Does this project require installation, new construction or renovation, retrofitting, or modification of existing structures?
		<p> <input type="checkbox"/> Yes, if "Yes", please: <input checked="" type="checkbox"/> No </p>
		<ol style="list-style-type: none"> Provide an explanation AND 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 by Core Capability and Mission Area

II	A.	Goals and Objectives
		- Use the checkbox to indicate which Core Capability will be developed or sustained.
1	<input checked="" type="checkbox"/>	Planning. Conduct a systematic process engaging the whole community as appropriate in the development of executable strategic, operational, and/or tactical-level approaches to meet defined objectives.
2	<input checked="" type="checkbox"/>	Public Information and Warning. Deliver coordinated, prompt, reliable, and actionable information to the whole community through the use of clear, consistent, accessible, and culturally and linguistically appropriate methods to effectively relay information regarding any threat or hazard and, as appropriate, the actions being taken and the assistance being made available.
3	<input checked="" type="checkbox"/>	Operational Coordination. Establish and maintain a unified and coordinated operational structure and process that appropriately integrates all critical stakeholders and supports the execution of core capabilities.
4	<input checked="" type="checkbox"/>	Mitigation. Core Capabilities: Community Resilience; Long-term Vulnerability Reduction; Risk and Disaster Resilience Assessment; and Threats and Hazards Identification
5	<input checked="" type="checkbox"/>	Response. Core Capabilities: Infrastructure Systems; Critical Transportation; Environmental Response/Health and Safety; Fatality Management Services; Fire Management and Suppression; Logistics and Supply Chain Management; Mass Care Services; Mass Search and Rescue Operations; On-scene Security, Protection and Law Enforcement; Operational Communications; Public Health, Healthcare, and Emergency Medical Services; and Situational Assessment
6	<input checked="" type="checkbox"/>	Recovery. Core Capabilities: Infrastructure Systems; Economic Recovery; Health and Social Services; Housing; Natural and Cultural Resources

III. FUNDING

III	A.	Proposed funding amount
		- 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 type="checkbox"/>	Equipment	\$
<input type="checkbox"/>	Management & Administration	\$
<input checked="" type="checkbox"/>	Training	\$12,000
<input type="checkbox"/>	Exercise	\$
TOTAL PROJECT COSTS		\$12,000

Description of Expenditures That Will Be Used for Project Grant Match

Emergency Managers time spent on Emergency Management planning, developing training, conducting exercises, or on emergency management logistics activities.

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"/>	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 (check the appropriate box(es) on the left side)												
		<table border="1"><thead><tr><th>ELEMENT</th><th>PROPOSED FUNDING</th></tr></thead><tbody><tr><td><input type="checkbox"/> UASI</td><td>\$</td></tr><tr><td><input type="checkbox"/> SHSGP</td><td>\$</td></tr><tr><td><input type="checkbox"/> General Funds</td><td>\$</td></tr><tr><td><input type="checkbox"/> Other Grant Funds</td><td>\$</td></tr><tr><td>TOTAL OTHER FUNDING</td><td>\$</td></tr></tbody></table>	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	\$
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	\$													

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		
		<ul style="list-style-type: none"> - Identify up to 5 additional milestones, with start and end dates, which will be achieved within the performance period under the 2017 EMPG. - No start date should begin before July 1, 2017 and no end date should end after June 30, 2018. - These dates are subject to change based on notification of application approval. - No equipment may be purchased, contracts started or project costs incurred until notified by Grant Administrator that funds may be spent. - 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	MOU between City/Town and County in Place	As early as July 1, 2017	December 31, 2017	
2	Functional Timesheet Collection and Submission to Grant Manager for Project Grant Match	July 1, 2017	June 30, 2018	
3	Environmental Historic Preservation (EHP) FEMA Review Completed (If applicable)	As early as August 1, 2017	January 31, 2018	
4	City/ Town Performance Period	As early as July 1, 2017	No later than March 31, 2018	
5	City/Town Service Agreement for Contracted Services	As early as July 1, 2017	No later than March 31, 2018	
6	City/Town Submission of Invoices and supporting documentation for reimbursement.	As early as October 2017	No later than March 31, 2018	
7				
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.
		Emergency Management training, best practices, networking, directed to all levels of California Emergency Managers so that they may more effectively plan for, respond to and recover from disasters.

IV	C.	Project Deliverables
		<ul style="list-style-type: none"> - Describe the specific deliverables that will be produced as a result of this project.
		At least 5 Emergency Managers from the Operational Area attend the Annual CESA Conference.

V. Project Timeline

YEAR	DATE & MEETINGS	OWNERS & TASKS
2016	November 22 2016 OAS Meeting	EMPG Grant Manager <ul style="list-style-type: none"> ○ Initiates Op. Area EMPG FY17 Project Proposals
	November 22, 2016 to January 3, 2017	Op. Area Signatories <ul style="list-style-type: none"> ○ Submit their Projects Proposals to EMPG Grant Manager
	December 27 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 January 3rd, 2017
2017	January 3, 2017	Op. Area Signatories <ul style="list-style-type: none"> ○ All proposals and/or updated proposals due to EMPG Grant Manager
	January 24, 2017 OAS Meeting	<ul style="list-style-type: none"> ○ Identify which proposals should be submitted for EMPG funding ○ Identify which proposals are below the line, if/when additional funds become available in the future. This should include some short timeframe projects that don't require an RFP, MOU or EHP. ➔ 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 23, 2017 OAC Quarterly Meeting	Emergency Operational Area Council <ul style="list-style-type: none"> ○ Receive Op. Area project and "contingency project" proposals for EMPG FY 2017 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 25, 2017 OAC Quarterly Meeting	Operational Area Council <ul style="list-style-type: none"> ○ Approve specific project allocation amounts ○ Cast their votes on both primary projects and below the line projects for EMPG FY 2017.
	July-August 2017	CalOES Announces EMPG FY17 Funding Opportunity <ul style="list-style-type: none"> ○ EMPG FY17 Grant Application Opens
July-September 2017	EMPG Grant Manager <ul style="list-style-type: none"> ○ Submits EMPG FY17 Grant Application with approved Projects 	

2017 EMPG Project Proposal Request Timeline and Template



I. Background Information

I	A.	Requestor Contact Information
	Agency	Santa Clara County Operational Area
	Name	Ivan Williams
	Position/Title	OAC Liaison/Senior Management Analyst
	Phone	408-808-7835
	Mobile Number	
	Agency Address	Office of Emergency Services 55 West Younger Avenue, Suite 450 San Jose, CA 95110
	Email	ivan.williams@oes.sccgov.org

I	B.	Project Name
		EOC Computers

TOTAL PROJECT COST	
(Insert the total from Funding section)	\$50,000

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

I	D.	Mission Areas (Solution Area)
		- Use the checkbox to indicate the 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 one 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 E. Project Description

- Briefly describe exactly what the project entails, what purchases and/or personnel will be necessary for the project

This project will enable Operational Area emergency managers to fully leverage data communication capabilities and sharing of critical information in their EOCs. Computers support response and mitigation during emergencies and disasters via common operating picture and resource management web based programs such as Web EOC, HSIN, COPLink, Mutualink, etc. as well as by supporting situational awareness.

Eligibility of Operational Area jurisdictions for this funding is based on the following criteria:

Equipment criteria

- Funding is primarily for laptops, not for tablets, iPads or other devices.
- Written justification must be provided if funding is requested for tablets, iPads, or any other computing devices. This written justification must identify the computing devices currently used in the City/Town EOC as well as why a non-Laptop device is required. These requests will be evaluated and approved on an individual basis.
- Funding is primarily for replacement of existing EOC laptops that are at least 4 years old.
- Written justification must be provided if funding is requested for additional laptop capacity (i.e. non-replacement laptops) in the City/Town EOC. This written justification must identify the specific EOC needs the additional laptop(s) would provide for as well as specifically how the laptop will be used in the EOC during an activation. These requests will be evaluated and approved on an individual basis.
- Funding is limited to a maximum of \$1,600 per computing device (including all peripherals, tax and shipping).
- Grant funds cannot be used to purchase warranties, maintenance/service agreements, or software that aren't bundled/included with the laptop.
- Any computing device purchased under this project must be capable of running WebEOC—e.g. able to connect to the city/town network and run the necessary browser or other software to access WebEOC.

City/Town Criteria

- The City/Town must email their intent to use EMPG funding for computing devices—along with the number and type (e.g.

laptop) of devices and any required justifications—by October 1, 2017.

- Each City/Town must enter into an MOU with the County for the computers by December 31, 2017.
- Each City/Town must procure any approved computers under an existing competitive contract OR obtain bids in accordance with local (City/Town) and Federal procurement rules (whichever is more restrictive).

Each City/Town must procure any approved computers and submit all invoices to the County Office of Emergency Services by February 15, 2018.

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

I	G.	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
	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 by Core Capability and Mission Area

II	A.	Goals and Objectives
		- Use the checkbox to indicate which Core Capability will be developed or sustained.
1	<input checked="" type="checkbox"/>	Planning. Conduct a systematic process engaging the whole community as appropriate in the development of executable strategic, operational, and/or tactical-level approaches to meet defined objectives.
2	<input checked="" type="checkbox"/>	Public Information and Warning. Deliver coordinated, prompt, reliable, and actionable information to the whole community through the use of clear, consistent, accessible, and culturally and linguistically appropriate methods to effectively relay information regarding any threat or hazard and, as appropriate, the actions being taken and the assistance being made available.
3	<input checked="" type="checkbox"/>	Operational Coordination. Establish and maintain a unified and coordinated operational structure and process that appropriately integrates all critical stakeholders and supports the execution of core capabilities.
4	<input type="checkbox"/>	Mitigation. Core Capabilities: Community Resilience; Long-term Vulnerability Reduction; Risk and Disaster Resilience Assessment; and Threats and Hazards Identification
5	<input checked="" type="checkbox"/>	Response. Core Capabilities: Infrastructure Systems; Critical Transportation; Environmental Response/Health and Safety; Fatality Management Services; Fire Management and Suppression; Logistics and Supply Chain Management; Mass Care Services; Mass Search and Rescue Operations; On-scene Security, Protection and Law Enforcement; Operational Communications; Public Health, Healthcare, and Emergency Medical Services; and Situational Assessment
6	<input checked="" type="checkbox"/>	Recovery. Core Capabilities: Infrastructure Systems; Economic Recovery; Health and Social Services; Housing; Natural and Cultural Resources

III. FUNDING

III	A.	Proposed funding amount
		- 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
<input type="checkbox"/>	Planning	\$
<input checked="" type="checkbox"/>	Equipment	\$50,000
<input type="checkbox"/>	Management & Administration	\$
<input type="checkbox"/>	Training	\$
<input type="checkbox"/>	Exercise	\$
		TOTAL PROJECT COSTS
		\$50,000

Description of Expenditures That Will Be Used for Project Grant Match

Hours/ labor of non-grant funded direct personnel costs spent on obtaining, configuring, managing, and testing EOC laptops and other EOC equipment throughout the Operational Area. Additionally, the cost of internet service and other eligible equipment for EOCs may be included in the match. The County General Fund and other local jurisdiction general funds are the source of this Cash Match.

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	\$
<input type="checkbox"/>	SHSGP	\$
<input type="checkbox"/>	General Funds	\$
<input type="checkbox"/>	Other Grant Funds	\$
	TOTAL OTHER FUNDING	\$

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	
		<ul style="list-style-type: none"> - Identify up to 5 additional milestones, with start and end dates, which will be achieved within the performance period under the 2017 EMPG. - No start date should begin before July 1, 2017 and no end date should end after June 30, 2018. - These dates are subject to change based on notification of application approval. - No equipment may be purchased, contracts started or project costs incurred until notified by Grant Administrator that funds may be spent. - 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	MOU between City/Town and County in Place	As early as July 1, 2017	December 31, 2017
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3	Environmental Historic Preservation (EHP) FEMA Review Completed (If applicable)	As early as August 1, 2017	January 31, 2018
4	City/ Town Performance Period	As early as July 1, 2017	No later than March 31, 2018
5	City/Town Service Agreement for Contracted Services	As early as July 1, 2017	No later than March 31, 2018
6	City/Town Procurement of EOC Laptops (once grant award is made and MOU is signed)	As early as October 1, 2017	No later than March 31, 2018
7			
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. 	
		EOC 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 they enhance local emergency managers' abilities to respond to and mitigate the emergency or disaster.	

IV	C.	Project Deliverables	
		<ul style="list-style-type: none"> - Describe the specific deliverables that will be produced as a result of this project. 	
		EOC laptops for jurisdictions within the Operational Area capable of supporting WebEOC, HSIN, COPLink, and WebLink as well as the other work of an Emergency Operations Center during a disaster.	

V. Project Timeline

YEAR	DATE & MEETINGS	OWNERS & TASKS
2016	November 22 2016 OAS Meeting	EMPG Grant Manager <ul style="list-style-type: none"> ○ Initiates Op. Area EMPG FY17 Project Proposals
	November 22, 2016 to January 3, 2017	Op. Area Signatories <ul style="list-style-type: none"> ○ Submit their Projects Proposals to EMPG Grant Manager
	December 27 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 January 3rd, 2017
2017	January 3, 2017	Op. Area Signatories <ul style="list-style-type: none"> ○ All proposals and/or updated proposals due to EMPG Grant Manager
	January 24, 2017 OAS Meeting	<ul style="list-style-type: none"> ○ Identify which proposals should be submitted for EMPG funding ○ Identify which proposals are below the line, if/when additional funds become available in the future. This should include some short timeframe projects that don't require an RFP, MOU or EHP. ➔ 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 23, 2017 OAC Quarterly Meeting	Emergency Operational Area Council <ul style="list-style-type: none"> ○ Receive Op. Area project and "contingency project" proposals for EMPG FY 2017 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 25, 2017 OAC Quarterly Meeting	Operational Area Council <ul style="list-style-type: none"> ○ Approve specific project allocation amounts ○ Cast their votes on both primary projects and below the line projects for EMPG FY 2017.
	July-August 2017	CalOES Announces EMPG FY17 Funding Opportunity <ul style="list-style-type: none"> ○ EMPG FY17 Grant Application Opens
	July-September 2017	EMPG Grant Manager <ul style="list-style-type: none"> ○ Submits EMPG FY17 Grant Application with approved Projects

2017 EMPG Project Proposal Request Timeline and Template



I. Background Information

I	A.	Requestor Contact Information
	Agency	Santa Clara County OES on behalf of the Santa Clara County Operational Area
	Name	Ivan Williams
	Position/Title	OAC Liaison/Senior Management Analyst
	Phone	408-808-7835
	Mobile Number	
	Agency Address	Office of Emergency Services 55 West Younger Avenue, Suite 450 San Jose, CA 95110
	Email	ivan.williams@oes.sccgov.org

I	B.	Project Name
		Emergency Manager Training & Professional Development

TOTAL PROJECT COST (Insert the total from Funding section)	
	\$12,000

I	C.	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	D.	Mission Areas (Solution Area)
		- Use the checkbox to indicate the corresponding mission area for your project
	<input type="checkbox"/>	Planning
	<input type="checkbox"/>	Organization
	<input type="checkbox"/>	Equipment
	<input checked="" type="checkbox"/>	Training
	<input type="checkbox"/>	Exercises

Choose ONLY one Sub Area (Sub Category) for Mission Areas above				
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Community Outreach	Staffing	Information Technology	Staff Expenses	Design/Develop
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Conference	Day to Day Activities/ /operations that support emergency management	Cyber Security Enhancement Equipment	Course Development	Conduct / Attend / Evaluate
<input type="checkbox"/>		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Develop and Enhance Plans, Protocols and Systems		Interoperable Communications Equipment	Course Delivery and Evaluation	Supplies / Materials / Production Costs
		<input type="checkbox"/>	<input type="checkbox"/>	
		Other Authorized Equipment	Staff Expenses	
			<input type="checkbox"/>	
			Certification / Recertification of instructors	

I E. Project Description
 - Briefly describe exactly what the project entails, what purchases and/or personnel will be necessary for the project

This project provides support and assistance to Emergency Managers who are interested in training directed toward emergency management certification—e.g. Certified Emergency Manager (IAEM), FEMA Professional Development Series, or CSTI Emergency Manager Specialist—or emergency management continuing education/professional development. Specific qualifying courses include, but are not limited to: G-775 EOC Management and Operations; G-191 ICS/EOC Interface; G-557 (G250.7) Rapid Assessment Workshop; G-205 (G270.4 or L-205, E-210) Recovery from Disaster; The Local Role; G-393 or G-318 Mitigation for Emergency Managers; G-288 Local Volunteer and Donations Management; G-364 Multi-Hazard Emergency Planning for Schools or L-363 Multi-Hazard Planning for Higher Education; G-202 Debris Management or E-202 Debris Management Planning for State, Local and Tribal Officials; G-386 Mass Fatalities; G-361 Flood Fight Operations; G-110 Emergency Management Operations Course for Local Governments OR 1 of the following (E900, E-905, E-910, E-920, E-930, E-945 or E-947); G-108 Community Mass Care and Emergency Assistance; E-358 Evacuation and Re-entry Planning; G-290 Basic Public Information Officers or E-388 Advanced Public Information Officer; G-271 Hazardous Weather & Flood Preparedness or IS-271 Anticipating Hazardous Weather and Community Risk; G-272 Warning Coordination; E/L/G-146 Homeland Security Exercise and Evaluation Program (HSEEP); G-366 Planning for the Needs of Children in Disaster; G235 Emergency Planning; G-626 EOC Action Planning; E-4 Intro to Emergency Management: Earthquake; EOC Action Planning or Essentials EOC Action Planning; EOC Section/ Position Specific Training; Enhanced Exercise Design, Conduct & Evaluation; ICS-402 Incident Command System; Medical Health Operations Center Support Activities; SEMS Introductory Course; SEMS/NIMS Combined Course or Combined Course TTT; SEMS Executive Management Course or SEMS Executive Course

Grant funding is only available for pre-approved qualifying course registration, related travel and lodging. Grant funding is specifically not available for: 1) meal reimbursement or per diem; 2) Emergency Manager regular time, overtime or backfill spent attending training; or 3) for "IS" (Independent Study) courses. Grant funding is limited to 90% of the total pre-approved qualifying course registration and related travel and lodging expenses (excluding any meal reimbursement and per diem).

I F. Does this project require a sole source?
 Yes If "Yes", please explain No N/A

I G. Installation
 - Does this project require installation, new construction or renovation, retrofitting, or modification of existing structures?
 Yes, If "Yes", please: No
 1. Provide an explanation **AND**

2. Attach a completed Environmental and Historic Preservation screening form (EHP) available from <http://www.fema.gov/media-library/assets/documents/90195>

II. ALIGNMENT WITH NATIONAL PREPAREDNESS GOALS by Core Capability and Mission Area

II	A.	Goals and Objectives - Use the checkbox to indicate which Core Capability will be developed or sustained.
1	<input checked="" type="checkbox"/>	Planning. Conduct a systematic process engaging the whole community as appropriate in the development of executable strategic, operational, and/or tactical-level approaches to meet defined objectives.
2	<input checked="" type="checkbox"/>	Public Information and Warning. Deliver coordinated, prompt, reliable, and actionable information to the whole community through the use of clear, consistent, accessible, and culturally and linguistically appropriate methods to effectively relay information regarding any threat or hazard and, as appropriate, the actions being taken and the assistance being made available.
3	<input checked="" type="checkbox"/>	Operational Coordination. Establish and maintain a unified and coordinated operational structure and process that appropriately integrates all critical stakeholders and supports the execution of core capabilities.
4	<input checked="" type="checkbox"/>	Mitigation. Core Capabilities: Community Resilience; Long-term Vulnerability Reduction; Risk and Disaster Resilience Assessment; and Threats and Hazards Identification
5	<input checked="" type="checkbox"/>	Response. Core Capabilities: Infrastructure Systems; Critical Transportation; Environmental Response/Health and Safety; Fatality Management Services; Fire Management and Suppression; Logistics and Supply Chain Management; Mass Care Services; Mass Search and Rescue Operations; On-scene Security, Protection and Law Enforcement; Operational Communications; Public Health, Healthcare, and Emergency Medical Services; and Situational Assessment
6	<input checked="" type="checkbox"/>	Recovery. Core Capabilities: Infrastructure Systems; Economic Recovery; Health and Social Services; Housing; Natural and Cultural Resources

III. FUNDING

III	A.	Proposed funding amount - 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 type="checkbox"/>	Equipment	\$

<input type="checkbox"/>	Management & Administration	\$
<input checked="" type="checkbox"/>	Training	\$12,000
<input type="checkbox"/>	Exercise	\$
TOTAL PROJECT COSTS		\$12,000

Description of Expenditures That Will Be Used for Project Grant Match
 Emergency Managers time spent on Emergency Management planning, developing training, conducting exercises, or on emergency management logistics activities.

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"/>	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 (check the appropriate box(es) on the left side)	
	ELEMENT	PROPOSED FUNDING
<input type="checkbox"/>	UASI	\$
<input type="checkbox"/>	SHSGP	\$
<input checked="" type="checkbox"/>	General Funds	\$Unknown
<input type="checkbox"/>	Other Grant Funds	\$
TOTAL OTHER FUNDING		\$Unknown

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

Local funds may be used to pay for meal reimbursement, per diem, and the 10% of registration, travel, and lodging expenditures that aren't eligible for grant funding.

IV. PROJECT MANAGEMENT AND IMPLEMENTATION

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	MOU between City/Town and County in Place	As early as July 1, 2017	December 31, 2017
2	Functional Timesheet Collection and Submission to Grant Manager for Project Grant Match	July 1, 2017	June 30, 2018
3	City/ Town Performance Period	As early as July 1, 2017	No later than April 30, 2018
4	Conference/Training Attendance	September 2017	April 2018
5	City/Town Submission of Invoices and supporting documentation for reimbursement.	As early as September 2017	No later than April 30, 2018
6			
7			
8			
9			
10			

IV	A.	<p>Milestones</p> <ul style="list-style-type: none"> - Identify up to 5 additional milestones, with start and end dates, which will be achieved within the performance period under the 2017 EMPG. - No start date should begin before July 1, 2017 and no end date should end after June 30, 2018. - These dates are subject to change based on notification of application approval. - No equipment may be purchased, contracts started or project costs incurred until notified by Grant Administrator that funds may be spent. - If unsure of exact dates, use Quarter timeframes
		<p>Professional growth, development and improved effectiveness of Op Area Emergency Managers via relevant training, certification, and mentoring experiences.</p>

IV	C.	<p>Project Deliverables</p> <ul style="list-style-type: none"> - Describe the specific deliverables that will be produced as a result of this project.
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Multiple Emergency Managers (4+) from across the Operational Area attend and participate in one or more qualified emergency management training sessions.

V. Project Timeline

YEAR	DATE & MEETINGS	OWNERS & TASKS
2016	November 22 2016 OAS Meeting	EMPG Grant Manager <ul style="list-style-type: none"> ○ Initiates Op. Area EMPG FY17 Project Proposals
	November 22, 2016 to January 3, 2017	Op. Area Signatories <ul style="list-style-type: none"> ○ Submit their Projects Proposals to EMPG Grant Manager
	December 27 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 January 3rd, 2017
2017	January 3, 2017	Op. Area Signatories <ul style="list-style-type: none"> ○ All proposals and/or updated proposals due to EMPG Grant Manager
	January 24, 2017 OAS Meeting	<ul style="list-style-type: none"> ○ Identify which proposals should be submitted for EMPG funding ○ Identify which proposals are below the line, if/when additional funds become available in the future. This should include some short timeframe projects that don't require an RFP, MOU or EHP. ➔ 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 23, 2017 OAC Quarterly Meeting	Emergency Operational Area Council <ul style="list-style-type: none"> ○ Receive Op. Area project and "contingency project" proposals for EMPG FY 2017 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 25, 2017 OAC Quarterly Meeting	Operational Area Council <ul style="list-style-type: none"> ○ Approve specific project allocation amounts ○ Cast their votes on both primary projects and below the line projects for EMPG FY 2017.
	July-August 2017	CalOES Announces EMPG FY17 Funding Opportunity <ul style="list-style-type: none"> ○ EMPG FY17 Grant Application Opens
July-September 2017	EMPG Grant Manager <ul style="list-style-type: none"> ○ Submits EMPG FY17 Grant Application with approved Projects 	

EXHIBIT D

LABOR DISTRIBUTION TIME SHEET	Week Ending 7/16/17	First and Last Name EXAMPLE	City/County Participating Sample City												
PROJECTS		WBS #	107-G107EM17												
	HOURS WORKED BY DAY														
	M	T	W	TH	F	S	S	M	T	W	TH	F	S	S	TOTAL
	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	HOURS
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 - CSTI Training Project															
D - CESA Annual Training															
E - EOC Computers															
F - CERT Trailer(s)															
G - Emergency Manager Prof Dev															
H - EVC Exercise															
I - IAEM Annual Training															
J - Disaster Cost Recovery Workshop															
K - CADRE															
L - Shelter Trailer/ Cache															
Other Emergency Management Hours (Excluding Time Spent Receiving Training)															
Local Hazard Mitigation Planning (LHMP)															
Weather Event Recovery															
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 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													

SUNNYVALE DEPARTMENT OF PUBLIC SAFETY



Budget for Sunnyvale Emergency Management Performance Grant (EMPG) MOU

7 EOC Laptops & 2 Docking Stations	\$ 12,000
CESA Annual Training & Conference	\$ 1,300
CSTI Courses** (Initially LSEMSA, G202 and G108) 3 @ \$ 1,100 each	\$ 3,300
CSTI Course** (G110 or another course to TBD later)	\$ 1,100
Grant Total:	\$ 17,700

**** Course Descriptions:**

CSTI Course G-202 Debris Management Planning for State, Tribal and Local Officials
CSTI Course G-110 Foundations Course Train the Trainer
CSTI Course G-108 Community Mass Care and Emergency Assistance
CSTI EOC All Section Positions Specific Training (LSEMSA)

Note:

For the Emergency Manager Professional Development courses, the EMPG project pays 90% of the total pre-approved qualifying course registration and related travel and lodging expenses.

"Save lives, protect property and the environment through fully integrated Public Safety services"

Police – EMS – Fire

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