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2 **AGREEMENT TO TRANSFER FUNDS**  
3 **FOR 2007 EMERGENCY MANAGEMENT PERFORMANCE GRANT PROGRAM**  
4

5 **THIS AGREEMENT** is entered into this \_\_\_\_\_ day of \_\_\_\_\_ 200\_\_\_\_, which date is  
6 enumerated for purposes of reference only, by and between the COUNTY OF ORANGE, a political  
7 subdivision of the State of California, hereinafter referred to as "COUNTY", and  
8 \_\_\_\_\_, a municipal corporation, hereinafter referred to as  
9 "SUBGRANTEE."

10 **WHEREAS**, COUNTY, acting through its Sheriff-Coroner Department, hereinafter referred to  
11 as SHERIFF, in its capacity as the lead agency for the Operational Area, has applied for, received and  
12 accepted the Emergency Management Performance Grant from the Governor's Office of Emergency  
13 Services (hereinafter referred to as "the grant").

14 **WHEREAS**, the purpose of the grant is to support comprehensive emergency management at  
15 the state, tribal and local levels and to encourage the improvement of mitigation, preparedness, response  
16 and recovery capabilities for all hazards, as set forth in Attachment A hereto (07 EMPG Project  
17 Narrative), which is attached hereto and incorporated herein by reference.

18 **NOW, THEREFORE, IT IS MUTUALLY AGREED AS FOLLOWS:**

19 1. COUNTY shall transfer to SUBGRANTEE grant funds, in arrears, as necessary to  
20 reimburse SUBGRANTEE for reasonable and permissible expenditures for the grant purposes. In order  
21 to obtain grant funds, SUBGRANTEE shall comply with the instructions and submit to SHERIFF all  
22 required information and documentation, as set forth in Attachment B (EMPG City Application) hereto,  
23 which is attached hereto and incorporated herein by reference.

24 2. Throughout their useful life, SUBGRANTEE shall use grant property and equipment  
25 only for grant purposes in accordance with Attachment A hereto.

26 3. SUBGRANTEE shall exercise due care to preserve and safeguard grant property and  
27 equipment from damage or destruction and shall provide regular maintenance and such repairs for grant  
28

1 property and equipment as are necessary, in order to keep said grant property and equipment  
2 continually in good working order.

3 4. If grant property or equipment becomes obsolete, SUBGRANTEE shall dispose of it only  
4 in accordance with the instructions of COUNTY or the agency from which COUNTY received the grant  
5 funds.

6 5. SUBGRANTEE shall submit to the COUNTY grant program reporting documents and  
7 information in accordance with requirements set out in the Attachment C (FY 07 Emergency  
8 Management Performance Grant Program: Grant Guide for Local Governments), which is attached  
9 hereto and incorporated herein by reference.

10 6. By executing this Agreement, SUBGRANTEE agrees to comply with and be fully  
11 bound by this Agreement and all applicable provisions of Attachments A, B, and C hereto.  
12 SUBGRANTEE shall notify COUNTY immediately upon discovery that it has not abided or no longer  
13 will abide by any applicable provision of this Agreement or Attachments A, B, or C hereto.

14 7. SUBGRANTEE and COUNTY shall be subject to examination and audit by the State  
15 Auditor General with respect to this Agreement for a period of three years after final payment  
16 hereunder.

17 8. SUBGRANTEE agrees to indemnify, defend and save harmless COUNTY and the  
18 agency from which COUNTY received grant funds, and their elected and appointed officials, officers,  
19 agents and employees from any and all claims and losses accruing or resulting to any and all contractors,  
20 subcontractors, laborers, and any other person, firm or corporation furnishing or supplying work,  
21 services, materials or supplies in connection with SUBGRANTEE's performance of this Agreement,  
22 including Attachments A, B, and C hereto, and from any and all claims and losses accruing or resulting  
23 to any person, firm, or corporation who may be injured or damaged by SUBGRANTEE in the  
24 performance of this Agreement, including Attachments A, B, and C hereto.

25 9. No alteration or variation of the terms of this Agreement shall be valid unless made in  
26 writing and signed by duly authorized representatives of the parties hereto, and no oral understanding or  
27 agreement not incorporated herein shall be binding on any of the parties hereto.

28

1           10.     SUBGRANTEE may not assign this Agreement in whole or in part without the express  
2 written consent of COUNTY.

3           11.     For a period of three years after final payment hereunder or until all claims related to  
4 this Agreement are finally settled, whichever is later, SUBGRANTEE shall preserve and maintain all  
5 documents, papers and records relevant to the work performed or property or equipment acquired in  
6 accordance with this Agreement, including Attachments A, B, and C hereto. For the same time period,  
7 SUBGRANTEE shall make said documents, papers and records available to COUNTY and the agency  
8 from which COUNTY received the grant funds or their duly authorized representative(s), for  
9 examination, copying, or mechanical reproduction on or off the premises of SUBGRANTEE, upon  
10 request, during usual working hours.

11           12.     SUBGRANTEE shall provide to COUNTY all records and information requested by  
12 COUNTY for inclusion in quarterly reports and such other reports or records as COUNTY may be  
13 required to provide to the agency from which COUNTY received grant funds or other persons or  
14 agencies.

15           13.     COUNTY may terminate this Agreement and be relieved of the payment of any  
16 consideration to SUBGRANTEE if a) SUBGRANTEE fails to perform any of the covenants contained  
17 in this Agreement, including the applicable terms of Attachments A, B, and C hereto, at the time and in  
18 the manner herein provided, or b) COUNTY loses funding under the grant. In the event of termination,  
19 COUNTY may proceed with the work in any manner deemed proper by COUNTY.

20           14.     SUBGRANTEE and its agents and employees shall act in an independent capacity in the  
21 performance of this Agreement, including Attachments A, B, and C hereto, and shall not be considered  
22 officers, agents or employees of COUNTY or SHERIFF or of the agency from which COUNTY  
23 received grant funds.

24 //

25 //

26 //

27 //

28 //

1           **IN WITNESS WHEREOF**, the parties have executed this Agreement in the County of Orange,  
2 State of California.

3  
4 DATED: \_\_\_\_\_, 2007

COUNTY OF ORANGE, a political  
subdivision of the State of California

5  
6  
7 By \_\_\_\_\_  
8 Sheriff-Coroner  
"COUNTY"

9 APPROVED AS TO FORM:  
10 COUNTY COUNSEL

11 By *Nicole A. Sims*  
Nicole A. Sims, Deputy

12  
13 DATED: 11/14, 2007

14  
15 DATED: \_\_\_\_\_, 2007

SUBGRANTEE

16  
17 By *[Signature]*

18  
19  
20 ATTEST:

21  
22 \_\_\_\_\_  
City Clerk

**APPROVED AS TO FORM**  
*[Signature]*  
**CITY ATTORNEY**

23 DATED: \_\_\_\_\_, 2007  
24  
25  
26  
27  
28

## Attachment A

### 2007 EMPG PROJECT NARRATIVE

Applicant Name: County of Orange

Award Number:

#### **Project #1 Emergency Planning**

##### **Goal**

Update emergency laws, plans and procedures to be compliant with the Emergency Services Act (which includes SEMS) and NIMS.

##### **Objectives**

- Initiate the integration of NIMS into existing emergency management programs, plans and procedures.
- Complete NIMCAST baseline assessment.
- Conduct at least one operational area (OA) council meeting annually.
- Participate in MARAC and SEMS Specialist meetings.
- Participate in the Emergency Management Accreditation Program (EMAP).
- Participate in regional and sub-regional planning efforts.

##### **Description:**

The Emergency Planning Project will focus on strategies designed to improve development and preparation for emergencies. The County of Orange/Emergency Management Bureau (EMB), as the Orange County Operational Area, will make strides in NIMS integration, continue to meet with the Operational Area Executive Board on a quarterly basis, continue to attend MARAC, SEMS, and additional regional meetings, and maintain and improve upon existing emergency operations plans. The EMB will continue with NIMCAST reporting assessment program. The EMB has active participation with regional planning efforts through the Orange County Emergency Management Organization (OCOMO) by meeting monthly and will continue with its regular system of communication, coordination and cooperation through the members of the Operational Area. The EMB will participate in a baseline assessment for the Emergency Management Accreditation Program (EMAP). Part of emergency planning is ensuring continuity of government and continuity of operations plans, and the EMB assists in these planning efforts.

##### **Performance Measures:**

These activities will continue throughout or be completed during the grant performance period of October 1, 2006 through September 30, 2008.

## **Project #2    Emergency Preparedness**

### **Goal**

Promote and support regional and sub-regional emergency preparedness efforts.

### **Objectives**

- Participate in state and local risk-reduction campaign.
- Ensure that local OES has a program and procedures to utilize volunteers and volunteered resources.

### **Description:**

The EMB will continue to coordinate and support the Operational Area and local jurisdictional efforts for risk-reductions campaigns and projects such as "TsunamiReady." The EMB will continue to collaborate with local jurisdictions, volunteer/community-based organizations, and the private sector, regarding all aspects of all-hazards mitigation, preparedness, response and recovery planning. The EMB will continue to meet with the County Citizen Corps Council monthly and will maintain existing efforts of volunteer mutual aid.

### **Performance Measures:**

These activities will continue throughout or be completed during the grant performance period of October 1, 2006 through September 30, 2008.

## **Project #3    Training, Exercise and Evaluation**

### **Goal**

Develop, present and participate in training classes and exercises.

### **Objectives**

- Participate in SEMS/NIMS training and other Emergency Management training.

### **Description:**

The County of Orange/Emergency Management Bureau, as the Orange County Operational Area, will continue to develop and provide SEMS/NIMS, emergency management training to the employees of both the County of Orange and the 114 jurisdictions within the Operational Area.

### **Performance Measures:**

These activities will continue throughout or be completed during the grant performance period of October 1, 2006 through September 30, 2008.

#### **Project #4 Communications, Alert and Warning**

##### **Goal**

Enhance and maintain emergency communications systems. Provide for the rapid assessment and, as appropriate, verification, impact analysis and timely notification of predictions, forecasts and/or warnings of potential and/or actual emergencies or disasters, including terrorism and weapons of mass destruction (WMD), in order to maximize protective actions, emergency preparedness and to enhance response effectiveness.

##### **Objectives**

- Enhance Regional, County (OA) and City EOC interoperable communications systems.

##### **Description:**

The Orange County EMB will provide all jurisdictions with Operational Area Radios to include public school districts, cities, water districts, American Red Cross, that will be tested monthly and be an interoperable communication tool. The EMB will continue to utilize the current RIMS system as well as WEBEOC.

##### **Performance Measures:**

These activities will continue throughout or be completed during the grant performance period of October 1, 2006 through September 30, 2008.

#### **Project #5 Emergency Response**

##### **Goal**

**Establish or enhance emergency operations facilities, equipment and capabilities.**

##### **Objectives**

- Enhance EOC facilities, equipment and capabilities
- Establish or enhance duty officer systems and procedures

##### **Description:**

The Orange County EMB will initiate communication system upgrades, technological equipment enhancements to include information display and programs within the Operational Area Centers. The EMB will enhance the duty officer policies and procedures.

##### **Performance Measures:**

These activities will continue throughout or be completed during the grant performance period of October 1, 2006 through September 30, 2008.

**Attachment B**  
**FY07 Emergency Management Performance Grant**  
**City Application Cover Sheet**

Applicant (City): \_\_\_\_\_

**Authorized Agent Information:**

**Contact Information:**

\_\_\_\_\_  
Name of Authorized Agent

\_\_\_\_\_  
Name of grant contact person

\_\_\_\_\_  
Mailing Address

\_\_\_\_\_  
Contact Email Address

\_\_\_\_\_  
City, State, Zip Code

\_\_\_\_\_  
Contact Phone Number

Maximum EMPG Amount Authorized (from Allocation Sheet) \_\_\_\_\_

Total Amount Requested from Budget Worksheet \_\_\_\_\_

Application Checklist – All items below must be attached to this coversheet

- |   |  |
|---|--|
| <input type="checkbox"/> EMPG Application Form      | <input type="checkbox"/> City Council Resolution |
| <input type="checkbox"/> Project Goals & Objectives | <input type="checkbox"/> Grant Assurances        |
| <input type="checkbox"/> Budget Sheet (50/50 Match) |  |

Statement of Certification – City Authorized Agent

*By signing below, I hereby certify that I am the duly appointed Authorized Agent and have the authority to apply for the FY 2007 Homeland Security Grant Program, and the City's application represents the needs for the Emergency Management Performance Grant.*

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

\_\_\_\_\_  
Allan L. Roeber  
Printed Name

\_\_\_\_\_  
City Manager  
Title

\_\_\_\_\_  
1/20/05  
Date

**Emergency Management Performance Grant Application Form  
For the Period October 1, 2006 – September 30, 2007  
Federal Fiscal Year 2007**

**It is hereby agreed that the City of \_\_\_\_\_ shall meet the following requirements to receive an Emergency Management Performance Grant for the Federal Fiscal Year 2007:**

To receive 100% of your city's allocated funds you must complete all of the items below. Completion of items #1 & #2 entitles the city to 50% grant funding, item #3, 25% and item #4, 25 %.

1. A city representative will attend at least *six* of the 12 OCEDO meetings per year.
2. The city will activate its EOC this year for an exercise, unless it is activated for an actual emergency.
3. The city will participate in the Operational Area functional exercise this year by:
  - Activating their City EOC.
  - Providing staff to support the OA EOC.
  - Provide staff to another City's EOC.
4. A city representative will participate in one of the OCEDO subcommittees as chair, co-chair or active member.

Note: The City will receive a per capita allocation of the total funds available to cities, dependent upon the number of cities that are participating in the EMPG funding program. The city will complete the Orange County Operational Area EMPG Activities Certification Form which must be attested to by the City Manager or designee.

**City Manager Signature:** \_\_\_\_\_

**Date:** \_\_\_\_\_

1/30/08

## 2007 EMPG Project Goals & Objectives

Applicant Name: \_\_\_\_\_

### Project #1 Emergency Planning

Goal

Objectives

Description:

Performance Measures:

### Project #2 Emergency Preparedness

Goal

Objectives

Description:

Performance Measures:

### Project #3 Training, Exercise and Evaluation

Goal

Objectives:

**Description:**

**Performance Measures:**

**Project #4 Communications, Alert, and Warnings:**

**Goal**

**Objectives:**

**Description:**

**Performance Measures:**

**Project #5 Emergency Response:**

**Goal:**

**Objectives:**

**Description:**

**Performance Measures:**

**Governing Body Resolution**

BE IT RESOLVED BY THE \_\_\_\_\_  
(Governing Body)

OF THE \_\_\_\_\_ THAT  
(Name of Applicant)

\_\_\_\_\_, OR  
(Name of Title of Authorized Agent)

\_\_\_\_\_, OR  
(Name of Title of Authorized Agent)

\_\_\_\_\_  
(Name of Title of Authorized Agent)

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

Passed and approved this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_

**Certification**

I, \_\_\_\_\_, duly appointed and  
(Name)

\_\_\_\_\_ of the \_\_\_\_\_  
(Title) (Governing Body)

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

the \_\_\_\_\_ of the \_\_\_\_\_ on the  
(Governing Body) (Name of Applicant)

\_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
(Official Position)

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Date)

**FY 07 EMERGENCY MANAGEMENT PERFORMANCE GRANT  
ASSURANCES, CERTIFICATIONS, TERMS AND CONDITIONS**  
**ASSURANCES**

The applicant hereby assures and certifies compliance with all applicable Federal statutes, regulations, policies, guidelines, and requirements, including OMB Circulars A-87, A-102, A-133; Executive Order 12372 (intergovernmental review of federal programs); and 28 C.F.R. pts. 66 (administrative requirements for grants and cooperative agreements). The applicant also specifically assures and certifies that:

1. It has the legal authority to apply for federal assistance and the institutional, managerial, and financial capability (including funds sufficient to pay any required non-federal share of project cost) to ensure proper planning, management, and completion of the project described in this application.
2. It 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.
3. It will give the awarding agency, the General Accounting Office, or the State of California, through any authorized representative, access to and the right to examine all paper or electronic records related to the financial assistance, and will establish a proper accounting system in accordance with generally accepted accounting standards or agency directives.
4. It will comply with all lawful requirements imposed by the awarding agency, specifically including any applicable regulations, such as 28 C.F.R. pts. 18, 22, 23, 30, 35, 38, 42, 61, and 63.
5. It will assist the awarding agency (if necessary) in assuring compliance with section 106 of the National Historic Preservation Act of 1966 (16 U.S.C. § 470), Executive Order 11593 (identification and protection of historic properties), the Archeological and Historical Preservation Act of 1974 (16 U.S.C. § 469 a-1 et seq.), and the National Environmental Policy Act of 1969 (42 U.S.C. § 4321).
6. It will comply (and will require any subgrantees or contractors to comply) with any applicable statutorily-imposed nondiscrimination requirements, which may include the Omnibus Crime Control and Safe Streets Act of 1968 (42 U.S.C. § 3789d); the Victims of Crime Act (42 U.S.C. § 10604(e)); The Juvenile Justice and Delinquency Prevention Act of 2002 (42 U.S.C. § 5672(b)); the Civil Rights Act of 1964 (42 U.S.C. § 2000d); the Rehabilitation Act of 1973 (29 U.S.C. § 794); the Americans with Disabilities Act of 1990 (42 U.S.C. § 12131-34); the Education Amendments of 1972 (20 U.S.C. §§1681, 1683, 1685-86); and the Age Discrimination Act of 1975 (42 U.S.C. §§ 6101-07); see Ex. Order 13279 (equal protection of the laws for faith-based and community organizations).
7. It will comply with the requirements of the Uniform Relocation Assistance and Real Property Acquisitions Act of 1970 (42 U.S.C. § 4601 et seq.), which govern the treatment of persons displaced as a result of federal and federally-assisted programs;

8. It will comply with requirements of 5 U.S.C. §§ 1501-08 and §§ 7324-28, which limit certain political activities of State or local government employees whose principal employment is in connection with an activity financed in whole or in part by federal assistance.
9. It will initiate and complete the work within the approved performance period after receipt of approval of the State of California.
10. It will comply with Standardized Emergency Management (SEMS) requirements as stated in the California Emergency Services Act, Government Code, Chapter 7 of Division 1 of Title 2, Section 8607.1(e) and CCR Title 19, Sections 2445, 2446, 2447, and 2448.
11. It has requested through the State of California, federal financial assistance to be used to perform eligible work approved in the applicant's application for federal assistance. It will after the receipt of federal financial assistance, through the State of California, agree to the following:
  - a. To return to the State of California such part of the funds so reimbursed pursuant to the above numbered application, which are excess to the approved actual expenditures.
  - b. In the event the approved amount of the above numbered project application is reduced, the reimbursement applicable to the amount of the reduction will be promptly refunded to the State of California.

### **CERTIFICATIONS**

Applicants should refer to the regulations cited below to determine the certification to which they are required to attest. Applicants should also review the instructions for certification included in the regulations before completing this form. Signature of this form provides for compliance with certification requirements under 28 CFR Part 69, "New Restrictions on Lobbying" and 28 CFR Part 67, "Government-wide Debarment and Suspension (Non-procurement) and Government-wide Requirements for Drug- Free Workplace (Grants)." The certifications shall be treated as a material representation of fact upon which reliance will be placed when the State of California determines to award the covered transaction, grant, or cooperative agreement.

1. **LOBBYING** - As required by Section 1352, Title 31 of the U.S. Code, and implemented at 28 CFR Part 69, for persons entering into a grant or cooperative agreement over \$100,000, as defined at 28 CFR Part 69, 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 any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the making of any Federal grant, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal grant or cooperative agreement;
  - (b) If any 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 grant or cooperative agreement, the undersigned

shall complete and submit Standard Form - LLL, "Disclosure of Lobbying Activities," in accordance with its instructions found at [www.whitehouse.gov/omb/grants](http://www.whitehouse.gov/omb/grants).

- (c) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subgrants, contracts under grants and cooperative agreements, and subcontracts) and that all sub-recipients shall certify and disclose accordingly.

## 2. DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS (DIRECT RECIPIENT)

As required by Executive Order 12549, Debarment and Suspension, and implemented at 28 CFR Part 67, for prospective participants in primary covered transactions, as defined at 28 CFR Part 67, Section 67.510

A. The applicant certifies that it and its principals:

- (1) Are not presently debarred, suspended, proposed for debarment, declared ineligible, sentenced to a denial of Federal benefits by a State or Federal court, or voluntarily excluded from covered transactions by any Federal department or agency;
- (2) 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;
- (3) 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 (A)(2) of this certification; and
- (4) Have not within a three-year period preceding this application had one or more public transactions (Federal, State, or local) terminated for cause or default; and

B. Where the applicant is unable to certify to any of the statements in this certification, he or she shall attach an explanation to this application.

## 4. CERTIFICATIONS REGARDING LOBBYING; DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS; AND DRUG FREE WORKPLACE REQUIREMENT:

This certification, which is a required component of the on-line application, commits the applicant to compliance with the certification requirements under 28 CFR part 67, *Government-wide Debarment and Suspension (Non-procurement)*; 28 CFR part 69, *New Restrictions on Lobbying*; and 28 part 83 *Government-wide Requirements for Drug-Free Workplace (Grants)*. All of these can be referenced at:

4. SWEATFREE CODE OF CONDUCT:

- a. All applicants contracting for the procurement or laundering of apparel, garments or corresponding accessories, or the procurement of equipment, materials, or supplies, other than procurement related to a public works contract, declare under penalty of perjury that no apparel, garments or corresponding accessories, equipment, materials, or supplies furnished to the state pursuant to the subgrant have been laundered or produced in whole or in part by sweatshop labor, forced labor, convict labor, indentured labor under penal sanction, abusive forms of child labor or exploitation of children in sweatshop labor, or with the benefit of sweatshop labor, forced labor, convict labor, indentured labor under penal sanction, abusive forms of child labor or exploitation of children in sweatshop labor. The applicant further declares under penalty of perjury that they adhere to the Sweatfree Code of Conduct as set forth on the California Department of Industrial Relations website located at [www.dir.ca.gov](http://www.dir.ca.gov), and Public Contract Code Section 6108.
- b. The applicant agrees to cooperate fully in providing reasonable access to the applicant's records, documents, agents or employees, or premises if reasonably required by authorized officials of the contracting agency, the Department of Industrial Relations, or the Department of Justice to determine the contractor's compliance with the requirements under paragraph (a).

5. DOMESTIC PARTNERS: For subgrants executed or amended after July 1, 2004, the applicant may elect to offer domestic partner benefits to the applicant's employees in accordance with Public Contract Code section 10295.3. However, the applicant cannot require an employee to cover the costs of providing any benefits which have otherwise been provided to all employees regardless of marital or domestic partner status.

TERMS AND CONDITIONS

The following laws apply to persons or entities doing business with the State of California.

1. CONFLICT OF INTEREST: Applicant needs to be aware of the following provisions regarding current or former state employees. If subgrantee has any questions on the status of any person rendering services or involved with the Agreement, the awarding agency must be contacted immediately for clarification.

*Current State Employees (Public Contract Code §10410):*

- 1) No officer or employee shall engage in any employment, activity or enterprise from which the officer or employee receives compensation or has a financial interest and which is sponsored or funded by any state agency, unless the employment, activity or enterprise is required as a condition of regular state employment.
- 2) No officer or employee shall contract on his or her own behalf as an independent contractor with any state agency to provide goods or services.

*Former State Employees (Public Contract Code §10411):*

- 1) For the two-year period from the date he or she left state employment, no former state officer or employee may enter into a contract in which he or she engaged in any of the negotiations, transactions, planning, arrangements or any part of the decision-making process relevant to the contract while employed in any capacity by any state agency.
- 2) For the twelve-month period from the date he or she left state employment, no former state officer or employee may enter into a contract with any state agency if he or she was employed by that state agency in a policy-making position in the same general subject area as the proposed contract within the 12-month period prior to his or her leaving state service.

If applicant violates any provisions of above paragraphs, such action by applicant shall render this Agreement void. (Pub. Contract Code §10420)

Members of boards and commissions are exempt from this section if they do not receive payment other than payment of each meeting of the board or commission, payment for preparatory time and payment for per diem. (Pub. Contract Code §10430 (e))

2. LABOR CODE/WORKERS' COMPENSATION: Applicant needs to be aware of the provisions which require every employer to be insured against liability for Worker's Compensation or to undertake self-insurance in accordance with the provisions, and applicant affirms to comply with such provisions before commencing the performance of the work of this Agreement. (Labor Code Section 3700)
3. AMERICANS WITH DISABILITIES ACT: Applicant assures the State that it complies with the Americans with Disabilities Act (ADA) of 1990, which prohibits discrimination on the basis of disability, as well as all applicable regulations and guidelines issued pursuant to the ADA. (42 U.S.C. 12101 et seq.)
4. APPLICANT NAME CHANGE: An amendment is required to change the applicant's name as listed on this Agreement. Upon receipt of legal documentation of the name change the State will process the amendment. Payment of invoices presented with a new name cannot be paid prior to approval of said amendment.
5. RESOLUTION: A county, city, district, or other local public body must provide the State with a copy of a resolution, order, motion, or ordinance of the local governing body which by law has authority to enter into an agreement, authorizing execution of the agreement.
6. AIR OR WATER POLLUTION VIOLATION: Under the State laws, the applicant shall not be:
  - (1) in violation of any order or resolution not subject to review promulgated by the State Air Resources Board or an air pollution control district;
  - (2) subject to cease and desist order not subject to review issued pursuant to Section 13301 of the Water Code for violation of waste discharge requirements or discharge prohibitions; or
  - (3) finally determined to be in violation of provisions of federal law relating to air or water pollution.

Failure to comply with these requirements may result in suspension of payments under the Agreement or termination of the Agreement or both and applicant may be ineligible for award of any future State agreements if the department determines that any of the following has occurred:

the applicant has made false certification, or violated the certification by failing to carry out the requirements as noted above. (Gov. Code §8350 et seq.)

I, the official named below, CERTIFY UNDER PENALTY OF PERJURY that I am duly authorized to legally bind the prospective jurisdiction to the assurances and certifications listed above.

<i>City of</i>
<i>By (Authorized Signature)</i>
<i>Printed Name and Title</i>
<i>Date Executed</i>

**2007 EMERGENCY MANAGEMENT PERFORMANCE GRANT  
FUNDING ALLOCATION**

By using the States population increase for the County of Orange, the following numbers represent the possible distribution amounts. The population figures can be found at the California Department of Finance website.

Orange County Operational Area Allocation				\$	395,909
Orange County Operational Area Emergency Management				\$	197,955
Legislative and Grant Tracking (OA Executive Board approved)				\$	10,000
Estimated distribution to Cities (based upon all cities participating)				\$	187,955
	<b>ORANGE COUNTY CITIES</b>	<b>Total Population As of 1-1-06</b>	<b>Percent</b>		<b>Proposed Allocation</b>
1	ALISO VIEJO	44,924	1.5%	\$	2,860
2	ANAHEIM	342,410	11.6%	\$	21,800
3	BREA	39,560	1.3%	\$	2,519
4	BUENA PARK	81,349	2.8%	\$	5,179
5	COSTA MESA	113,134	3.8%	\$	7,203
6	CYPRESS	48,854	1.7%	\$	3,110
7	DANA POINT	36,669	1.2%	\$	2,335
8	FOUNTAIN VALLEY	57,405	1.9%	\$	3,655
9	FULLERTON	136,428	4.6%	\$	8,686
10	GARDEN GROVE	171,765	5.8%	\$	10,936
11	HUNTINGTON BEACH	201,000	6.8%	\$	12,797
12	IRVINE	193,785	6.6%	\$	12,338
13	LAGUNA BEACH	24,963	0.8%	\$	1,589
14	LAGUNA HILLS	33,225	1.1%	\$	2,115
15	LAGUNA NIGUEL	66,178	2.2%	\$	4,213
16	LAGUNA WOODS	18,334	0.6%	\$	1,167
17	LA HABRA	61,789	2.1%	\$	3,934
18	LAKE FOREST	77,859	2.6%	\$	4,957
19	LA PALMA	16,081	0.5%	\$	1,024
20	LOS ALAMITOS	12,004	0.4%	\$	764
21	MISSION VIEJO	97,997	3.3%	\$	6,239
22	NEWPORT BEACH	83,361	2.8%	\$	5,307
23	ORANGE	137,801	4.7%	\$	8,773
24	PLACENTIA	51,236	1.7%	\$	3,262
25	RANCHO SANTA MARGARITA	49,130	1.7%	\$	3,128
26	SAN CLEMENTE	66,280	2.2%	\$	4,220
27	SAN JUAN CAPISTRANO	36,073	1.2%	\$	2,297

28	SANTA ANA	351,322	11.9%	\$	22,368
29	SEAL BEACH	25,298	0.9%	\$	1,611
30	STANTON	38,761	1.3%	\$	2,468
31	TUSTIN	71,767	2.4%	\$	4,569
32	VILLA PARK	6,218	0.2%	\$	396
33	WESTMINSTER	92,408	3.1%	\$	5,883
34	YORBA LINDA	66,794	2.3%	\$	4,253
	<b>Total for Orange County:</b>	<b>2,952,162</b>	<b>100.0%</b>	<b>\$</b>	<b>187,955</b>