



CITY COUNCIL AGENDA REPORT

MEETING DATE: February 3, 2009

ITEM NUMBER: VI-12

SUBJECT: 2008 Emergency Management Performance Grant (EMPG) Allocation
Update of State of California, Governor's Office of Emergency Services, now the
California Emergency Management Agency (Cal EMA) Designation of Applicant's
Agent Resolution

DATE: January 12, 2009

FROM: Telecommunications Division – Emergency Services Section

PRESENTATION BY: Anna Tellez, Telecommunications Manager

FOR FURTHER INFORMATION CONTACT: Anna Tellez (714) 754-5142

RECOMMENDATION:

1. Adopt Resolution _____ that authorizes the City Manager, or his designee, to accept the funds for the 2008 Emergency Management Performance Grant (EMPG) Program, in an amount not to exceed \$ 8,110.00.
2. Approve the recommendation of the Telecommunications Division/Emergency Services to allocate 100% of the 2008 Emergency Management Performance Grant (EMPG) Program proceeds back to the City's General Fund – Emergency Services, in an amount not to exceed \$ 8,110.00.
3. Authorize the City Manager, or his designee, to execute the Agreement to Transfer Funds for the 2008 Emergency Management Performance Grant (EMPG) Program.
4. Update the State of California, California Emergency Management Agency (Cal EMA), formally the Governor's Office of Emergency Services (OES), Designation of Applicant's Agent Resolution, under the Robert T. Stafford Disaster Relief and Emergency Assistance Act of 1988, the name of the City Official listed as the Emergency Services Coordinator (to Anna M. Tellez from Gerald L. Verwolf).
5. Acknowledge two state agencies merger and subsequent name change as referenced in AB 38, Chapter 372, approved September 27, 2008, SEC. 3. Section 8550 of the Government Code, and SEC. 13. Section 8585 to the Government Code: the Governor's Office of Emergency Services (State OES) and the Office of Homeland Security (OHS) now the California Emergency Management Agency (Cal EMA).

BACKGROUND:

The City of Costa Mesa has been participating in the EMPG Program since 2001. The purpose of this program is to encourage the development of comprehensive emergency management at the local levels and to encourage the improvement of mitigation, preparedness, and response and recovery capabilities for all hazards. The County of Orange is, and has been, the Grant Recipient of the EMPG Program, with local municipalities being sub-grantees of the EMPG Program.

The Program provides minimal fiscal support for the City's efforts in disaster preparedness, training and plans development. The average amount of the funding has been approximately \$7,000.00 a year.

Annually, the County of Orange, acting through the Sheriff-Coroner Department/Emergency Management Bureau, in its capacity as the lead agency for the Operational Area, applies for, receives and accepts the EMPG Program funds from the State of California, Governor's Office of Emergency Services.

For the 2008 EMPG Program, the County of Orange is requiring an Agreement to Transfer Funds to be signed by the City of Costa Mesa in order for the City of Costa Mesa to receive the grant funds, in arrears, for reasonable and permissible expenditures for grant purposes.

The State of California, CalEMA, Designation of Applicant's Agent Resolution authorizes a public entity to submit applications for the purpose of obtaining federal financial assistance under the Robert T. Stafford Disaster Relief and Emergency Assistance Act of 1988, and/or state financial assistance under the Natural Disaster Assistance Act. The currently designated authorized City Official position of the Emergency Services Coordinator has not changed, however, the former employee of that position, Gerald L. Verwolf, is listed and should be updated to current employee, Anna M. Tellez.

Acknowledgement of the state agencies merger and subsequent name change is requested as the EMPG Program is one of many grant programs currently administered under the State OES.

ANALYSIS:

The City puts forth a considerable effort by all departments in training, exercising, and planning to insure a state of readiness for emergencies or disasters. The EMPG Program focuses in the area of multi-agency coordination in preparedness and training for City employees and volunteers to support Emergency Operations Center activation during the time of major emergencies or disasters.

ALTERNATIVES CONSIDERED:

The only alternative to consider would be not to participate in the EMPG Program. The City must participate in activities required by the EMPG Program to be prepared and assist the community in mitigation, preparedness, response and recovery efforts prior to and after any major disaster or emergency.

FISCAL REVIEW:

The revenues received through the EMPG Program amount to less than 5% of the City's expenditures for the Emergency Services.

LEGAL REVIEW:

Legal has reviewed the documents.

CONCLUSION:

The adoption of this resolution and acceptance of the EMPG Program funds is necessary to recover disaster related expenses for services rendered to mitigate and prepare for, respond to and recover from, situations occurring within the City of Costa Mesa and receive assistance from the State of California.

Copies of EMPG Resolution and an updated Designation of Applicant's Agent Resolution will be forwarded to the County of Orange, Sheriff-Coroner Department/Emergency Management Bureau, as acting on behalf of the County of Orange in its capacity as the lead agency for the Operational Area.

One copy of the 2008 EMPG Agreement to Transfer Funds is attached, while three additional copies have already been forwarded to the County of Orange, Sheriff-Coroner Department/Emergency Management Bureau.



ANNA M. TELLEZ

Telecommunications Manager
Emergency Services Coordinator



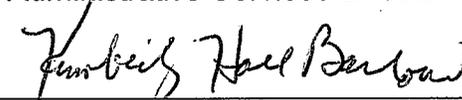
MARC R. PUCKETT

Director of Finance



STEPHEN N. MANDOKI

Administrative Services Director



KIMBERLY HALL BARLOW

City Attorney



LYNDA JENKINS

Grant Administrator

DISTRIBUTION: Grant Admin
Telecommunication
Finance
City Manager
City Attorney

ATTACHMENTS: 3 Cal EMA Designation of Applicant's Agent Resolution
2008 EMPG Program Resolution
2008 EMPG Program Agreement to Transfer Funds

File Name

Date

Time

**DESIGNATION OF
APPLICANT'S AGENT RESOLUTION**

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF COSTA MESA
(Governing Body) (Name of Applicant)

THAT CITY MANAGER, OR
(Title of Authorized Agent)

DIRECTOR OF FINANCE, OR
(Title of Authorized Agent)

EMERGENCY SERVICES COORDINATOR
(Title of Authorized Agent)

is hereby authorized to execute for and in behalf of the CITY OF COSTA MESA, a public entity established under the laws of the State of California, this application and to file it in the California Emergency Management Agency (Cal EMA), formally the State Office of Emergency Services, for the purpose of obtaining federal financial assistance under P.L. 93-288 as amended by the Robert T. Stafford Disaster Relief and Emergency Assistance Act of 1988, and/or state financial assistance under the Natural Disaster Assistance Act.

THAT the CITY OF COSTA MESA, a public entity established under the laws of the State of California, hereby authorizes its agent(s) to provide to the California Emergency Management Agency (Cal EMA), formally the State Office of Emergency Services, for all matters pertaining to such state disaster assistance the assurances and agreements required.

Passed and approved this 3RD day of FEBRUARY, 2009.

ALLAN L. ROEDER, CITY MANAGER
(Name and Title)

MARC R. PUCKETT, DIRECTOR OF FINANCE
(Name and Title)

ANNA M. TELLEZ, EMERGENCY SERVICES COORDINATOR
(Name and Title)

CERTIFICATION

I, JULIE FOLCIK, CITY CLERK of THE CITY OF COSTA MESA, do hereby
(Name) (Title)

certify that the above is a true and correct copy of a resolution passed and approved by of the CITY COUNCIL of the
(Governing body)

THE CITY OF COSTA MESA on the 3RD day of FEBRUARY, 2009.
(Name of Applicant)

Date: _____

CITY CLERK, CITY OF COSTA MESA
(Official Position)

(Signature)

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COSTA MESA, CALIFORNIA, AUTHORIZING CERTAIN OFFICIALS OF THE CITY TO FILE APPLICATION WITH THE CALIFORNIA EMERGENCY MANAGEMENT AGENCY (Cal EMA)

THE CITY COUNCIL OF THE CITY OF COSTA MESA DOES HEREBY RESOLVE AS FOLLOWS:

WHEREAS, the City of Costa Mesa participates in the Emergency Management Performance Grant (EMPG) Program; and

WHEREAS, the Governor's California Emergency Management Agency (Cal EMA) manages the Emergency Management Performance Grant Program for California; and

WHEREAS, State OES ensures that local jurisdictions meet federal and state eligibility requirements defined in the Robert T. Stafford Disaster Relief and Emergency Assistance Act as amended, 44 CFR 302; and

WEREAS, applications to be filed under the laws specified in this resolution are to be signed by one of the following City officials:

_____ Allan L. Roeder, City Manager
_____ Marc R. Puckett, Director of Finance
_____ Anna M. Tellez, Emergency Services
Coordinator

NOW, THEREFORE, BE IT RESOLVED that this City Council hereby authorizes the following officials of the City of Costa Mesa to execute for and on behalf of the City of Costa Mesa, a public entity established under the laws of the State of California, to make application and to file it in the California Emergency Management Agency (Cal EMA) for the purpose of obtaining certain federal assistance under P.L. 93-288, as amended by the Robert T. Stafford Disaster Relief and Emergency Assistance Act of 1988; and/or state financial assistance under the Natural Disaster Assistance Act:

Allan L. Roeder, City Manager

Marc R. Puckett, Director of Finance

Anna M. Tellez, Emergency Services Coordinator

PASSED AND ADOPTED this 3RD day of January, 2009.

Mayor of the City of Costa Mesa

ATTEST:

APPROVED AS TO FORM:

City Clerk of the City of Costa Mesa

City Attorney

STATE OF CALIFORNIA)

COUNTY OF ORANGE) ss

CITY OF COSTA MESA)

I, JULIE FOLCIK, City Clerk and ex-officio Clerk of the City Council of the City of Costa Mesa, hereby certify that the above and foregoing Resolution No _____ was duly and regularly passed and adopted by the said City Council at a regular meeting thereof, held on the 3rd day of February, 2009, by the following roll call vote:

AYES:

NOES:

ABSENT:

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of the City of Costa Mesa this 3rd day of February, 2009.

City Clerk and ex-officio Clerk of the
City Council of the City of Costa Mesa

**AGREEMENT TO TRANSFER FUNDS
FOR 2008 EMERGENCY MANAGEMENT PERFORMANCE GRANT PROGRAM**

THIS AGREEMENT is entered into this _____ day of _____ 200____, which date is enumerated for purposes of reference only, by and between the COUNTY OF ORANGE, a political subdivision of the State of California, hereinafter referred to as "COUNTY", and City of Costa Mesa, a municipal corporation, hereinafter referred to as "SUBGRANTEE."

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

WHEREAS, the purpose of the grant is to support comprehensive emergency management at the state, tribal and local levels and to encourage the improvement of mitigation, preparedness, response and recovery capabilities for all hazards, as set forth in Attachment A hereto (08 EMPG Program Narrative), which is attached hereto and incorporated herein by reference.

NOW, THEREFORE, IT IS MUTUALLY AGREED AS FOLLOWS:

- 1. COUNTY shall transfer to SUBGRANTEE grant funds, in arrears, as necessary to reimburse SUBGRANTEE for reasonable and permissible expenditures for the grant purposes. In order to obtain grant funds, SUBGRANTEE shall comply with the instructions and submit to SHERIFF all required information and documentation, as set forth in Attachment B (EMPG City Application) hereto, which is attached hereto and incorporated herein by reference.
- 2. Throughout their useful life, SUBGRANTEE shall use grant property and equipment only for grant purposes in accordance with Attachment A hereto.
- 3. SUBGRANTEE shall exercise due care to preserve and safeguard grant property and equipment from damage or destruction and shall provide regular maintenance and such repairs for grant

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

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

6 6. SUBGRANTEE shall submit to the COUNTY grant program reporting documents and
7 information in accordance with requirements set out in the Attachment C (Emergency Management
8 Performance Grant Program: Recipient Subgrant Guide for Local Governments Fiscal Year 2008),
9 which is attached hereto and incorporated herein by reference.

10 7. 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 8. 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 9. 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 10. 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.

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

3 12. 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 13. 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 14. 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 15. 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.

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

DATED: 11/4, 2008

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

By [Signature]
Sheriff-Coroner
"COUNTY"

APPROVED AS TO FORM:

COUNTY COUNSEL

By [Signature]
Nicole A. Sims, Deputy

DATED: 9/22, 2008

DATED: _____, 200_

SUBGRANTEE: [Signature]

By _____

ATTEST:

[Signature]
City Clerk

DATED: December 12, 2008

FY 08 EMPG PROGRAM NARRATIVE

Overview:

The Orange County Operational Area's (OAOA) mission is to promote, facilitate, and support the County and the Operational Area efforts to prevent, prepare for, respond to, recover from and mitigate all hazards with the potential to affect the Orange County area. The OAOA works to promote a progressive inclusive emergency management program. Funds provided under the EMPG will be used to support activities that contribute to the OAOA's mission.

GOAL/ OBJECTIVE	ACTIVITY	MILESTONES
A2	Communicate and collaborate on local emergency management, planning, and partnerships.	Participate in monthly Orange County Emergency Management Organization meetings, facilitate quarterly Orange County Operational Area Executive Board meetings, and participate in functional local emergency planning subcommittee meetings.
A5	Support regional emergency management capabilities and infrastructure.	Build the Orange County WebEOC network with local jurisdictions as partners to allow access to Cities, County Agencies, School Districts and Special Districts; and develop a Memorandum of Understanding with the four lead agencies involved with WebEOC.
B1	Integrate the National Incident Management System (NIMS), National Response Framework (NRF), and the National Preparedness Goal (NPG) with emergency plans and procedures.	Produce NIMS compliant plans and procedures and integrate the NRF and NPGs into these plans and procedures.
B3	Support local and regional risk assessment and hazard mitigation planning.	Coordinate and participate in regional planning meetings regarding risk assessments and hazard mitigation; initiate the update of existing hazard mitigation plans.
C2	Ensure compatible emergency management communications systems with Operational Area (OA) partners.	Continue working on a solution for mass notification for community members and rapid notification systems for emergency responders, develop policies and procedures for both mass notification and responder notifications, and develop a user manual for WebEOC for OA partners.

ATTACHMENT A

Exhibit B of ASR

GOAL/ OBJECTIVE	ACTIVITY	MILESTONES
D3	Operational Area training and exercises will address critical areas for emergency planning and preparedness.	Conduct an annual Operational Area Exercise, conduct regular EOC training, host State offered training, and administer NIMS training.
D4	Support public education for residents, local government leadership, and the private sector regarding hazards and emergency preparedness.	Conduct public education presentations for residents, local government leadership, and the private sector regarding hazards and emergency preparedness, represent the emergency management community at community events, and work with the media to produce positive emergency preparedness coverage.
E1	Ensure emergency management funding will be effective and equitably distributed.	Invite Cities within Orange County to be partners in preparedness by passing through EMPG grant funds for those agencies meeting the grant guidance and requirements.

**FY08 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

- EMPG Application Form
- City Council Resolution
- Project Goals & Objectives
- Grant Assurances
- 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 2008 Homeland Security Grant Program, and the City's application represents the needs for the Emergency Management Performance Grant.

Signature of Authorized Agent

Printed Name

Title

Date

**Emergency Management Performance Grant Application Form
For the Period October 1, 2007 – June 30, 2009
Federal Fiscal Year 2008**

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 2008:

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 OCEMO 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 OCEMO 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: _____

2008 EMPG Project Goals & Objectives

Applicant Name: _____

Operational Area Goals:

1. Communicate and collaborate on local emergency management, planning, and partnerships.
2. Support regional emergency management capabilities and infrastructure.
3. Integrate the National Incident Management System (NIMS), National Response Framework (NRF), and the National Preparedness Goal (NPG) with emergency plans and procedures.
4. Support local and regional risk assessment and hazard mitigation planning.
5. Ensure compatible emergency management communications systems with Operational Area (OA) partners.
6. Operational Area training and exercises will address critical areas for emergency planning and preparedness.
7. Support public education for residents, local government leadership, and the private sector regarding hazards and emergency preparedness.
8. Ensure emergency management funding will be effective and equitably distributed.

Applicant Goals:

Project #1

Goal

Objectives

Description:

Performance Measures:

Project #2

Goal

Objectives

Description:

Performance Measures:

Project #3

Goal

Objectives

Description:

Performance Measures:

Project #4

Goal

Objectives

Description:

Performance Measures:

Project #5

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)

ATTACHMENT B
FY08 Emergency Management Performance Grant
Assurances, Certifications, Terms, and Conditions

Exhibit B of ASR

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, as amended (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;

ATTACHMENT B

8. It will comply with requirements of 5 U.S.C. §§ 1501-08 and §§ 7324-28, which ^{Exhibit B of ASR} 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 complied with Homeland Security Presidential Directive #5, dated February 2003 which directed the establishment of a nationwide incident management system for all hazards, which is the National Incident Management System, or NIMS, and will continue to comply each year. Current compliance includes integration of NIMS into training, preparedness, and emergency plans.
12. 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.
13. In general, grantees are not required to comport with the restrictions of the Buy American Act (41 U.S.C. 10a). However, grants authorized under the Stafford Act, including the EMPG program, must follow these standards. The Buy American Act requires that all materials purchased be produced in the United States, unless such materials are not available, or such a purchase would not be in the public interest.

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:

ATTACHMENT B

- (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.
- (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.

ATTACHMENT B

3. 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 CFR part 83 *Government-wide Requirements for Drug-Free Workplace (Grants)*. All of these can be referenced at: http://www.access.gpo.gov/nara/cfr/waisidx_04/28cfrv2_04.html.

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, 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.

ATTACHMENT B

Exhibit B of ASR

- 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

ATTACHMENT B

(3) finally determined to be in violation of provisions of federal law relating to air or water pollution. Exhibit B of ASR.

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