

**AGREEMENT BETWEEN THE COUNTY OF SANTA CLARA AND  
THE CITY OF SAN JOSE GRANTING PROGRAM FUNDS FOR THE  
2010 EMERGENCY MANAGEMENT PERFORMANCE GRANT**

THIS AGREEMENT is made effective July 1, 2010, by and between the County of Santa Clara ("County") and the City of San Jose ("City") for the allocation and distribution of 2010 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 Emergency Preparedness Council ("EPC") is the advisory body of the Santa Clara Operational Area in matters affecting disaster preparedness throughout the Operational Area. EPC membership includes an elected city council member from each city in the Operational Area, one member of the Water District and one member of the Santa Clara County Board of Supervisors; and

WHEREAS, the County Emergency Services/Civil Defense Ordinance empowers the EPC to serve as the Santa Clara County Operational Area Council ("OAC") with governing body authority to carry out the responsibilities of the OAC and to make funding allocation decisions for the Emergency Management Performance Grants; and

WHEREAS, on June 29, 2010, the California Emergency Management Agency awarded the County a 2010 Emergency Management Performance Grant of \$445,789.00 for the purpose of managing emergency planning;

NOW, THEREFORE, this AGREEMENT is to allocate the sum of \$153,192.61 (a portion of the grant funds, allocated on a per capita basis, Exhibit B), from the County to the City, so that the City may implement programs as provided under this Agreement and specified in the Emergency Management Performance Grant guidelines for subgrant recipients, Exhibit C. The performance period for the County for this grant expires on June 30, 2011. The performance period for the City for the subgrant expires on June 15, 2011.

The County and City agree as follows:

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## THE AGREEMENT

### Article I. Allocation and Spend Plans

#### 1. Allocation.

The 2010 Emergency Management Performance Grant funds will be disbursed pursuant to the State of California formula for each city. The County will reimburse to the City funds that the City expends under 2010 Emergency Management Performance Grant. The amount for the City of San Jose will not exceed \$153,192.61, unless additional funds become available under the 2010 Emergency Management Performance Grant following the execution of this Agreement. If additional funds are allocated, an amendment to this MOU will follow.

#### 2. Spend Plans

Upon execution of this agreement, City will provide County with Spend Plans for review by the County's Director of the Office of Emergency Services or designee. A "Spend Plan" is a written document that explains the Project on which City intends to spend 2010 EMPG funding, including Project deliverables and milestone dates when any funds allocated will be spent. All Spend Plans must be approved through the Office of Emergency Services. The Director of the Office of Emergency Services or designee will approve Spend Plans based upon projects submitted to the State for the 2010 EMPG Program. If a Spend Plan is not approved, the Office of Emergency Services will notify City and City will have 10 days from the date of the notice to submit a revised Spend Plan for approval or risk reallocation of funds. The City's Spend Plans are a required part of this MOU and City's Spend Plans are attached and incorporated herein as Exhibit A.

If it is determined that a milestone date when funds are to be spent according to City's Spend Plans cannot be met, City will be required to complete and submit a "Spend Plan Request for Extension", (Exhibit F), for review and approval by the Director of the Office of Emergency Services or designee. The "Request for Extension" must include an updated Spend Plan and explain the reason for the extension, why the deliverables/milestone dates were not met, and how City will meet the new date(s) requested for spending any allocated funds.

### Article II. Requests for Reimbursement and Reimbursements

#### 1. Required Documentation for Reimbursement

The EMPG is a matching funds grant. All requests for reimbursement should be accompanied by a spreadsheet, Exhibit H, indicating the 50% City match and the EMPG allowable amount up to the allocated amount of each city.

All equipment must be indicated in the City's Spend Plan submitted to the County and authorized per the web-based Authorized Equipment List (AEL) on the Responder

Knowledge Base (RKB) which is sponsored by Grants & Training and the National Memorial Institute for the Prevention of Terrorism (MIPT) at <https://www.rkb.us/>.

Sole sources are not allowable under the grant program unless first approved through the State. Sole source request documentation must be obtained and submitted through the Grants Manager, Office of Emergency Services. Upon City's completion and submission of the required sole source documentation, the Grants Manager will forward all sole source documents to the appropriate State contact for review and approval. Only after State approval is granted can a sole source procurement be completed and expenditures reimbursed using EMPG allocated funds.

The following documentation is required for all 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/>)
- Purchase order and/or Contract
- Receiving documentation/Packing slip
- Invoice
- Proof of Payment

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

- Quote or Solicitation Documents
- Executive summary on how contractor was chosen
- Documentation that contractor is not on the excluded parties list (<https://www.epls.gov/>)
- Purchase order and/or Contract
- Invoice showing deliverables and milestones completed
- Proof of Payment

For reimbursement of Salaries:

- Functional Timesheet (Exhibit G)
- Description of scope of job which includes Emergency Management functions
- Hourly Rate
- Payroll reports showing amount paid for each pay period being claimed

For reimbursement for Training activities:

- Class Syllabus
- Class sign-in sheet
- Instructor/Consultant contract documents
- Instructor's invoice

- Proof of Payment

## 2. Submission of Requests for Reimbursement

(a) Cities will be expected, if it coincides with their approved Spend Plans, to submit reimbursement requests to the Office of Emergency Services (see Article V.1 below) on a quarterly basis as detailed in the chart below. All reimbursement requests will be due fifteen calendar days after the end of the quarter, with the exception of the final expenditure and/or invoice, as indicated below unless otherwise pre-approved by the Director of the Office of Emergency Services or designee. Any expenditure during the final period identified in the chart below must be made by June 15, 2011 and any related invoice must be submitted by June 15, 2011, unless otherwise pre-approved by the Director of the Office of Emergency Services or designee, in order to meet 2010 EMPG deadlines. Reimbursement requests will be due for expenditures during specified periods as follows:

For Expenditures During the Period:	Due Dates for Reimbursement Requests:
July 1, 2010 through September 30, 2010	October 15, 2010
October 1, 2010 through December 31, 2010	January 15, 2011
January 1, 2011 through March 31, 2011	April 15, 2011
April 1, 2011 through June 15, 2011	June 15, 2011

(b) During the term of this Agreement, the 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).

### Article III. Use of Funds

#### 1. Scope of Services

(a) The City will use the funds granted under this Agreement only for the purpose of implementing applicable programs under the 2010 Emergency Management Performance Grant, as indicated in Exhibit D, Program Narrative.

(b) The City will use the funds granted under this Agreement in a manner consistent with:

- (1) the applications submitted by the County to the State for the grants under this Agreement;
- (2) the grant guidance issued by the State for the grants under this Agreement; and
- (3) the notifications issued by the State for the approval of the grants under this Agreement.

(c) The documents described in Article III.1(b)(1-3) of this Agreement are on file with the County and the granting agencies of the State, and are hereby incorporated into this Agreement.

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**2. Master Grant Obligations**

(a) The City agrees to comply with all applicable requirements and assurances contained in the State Grant Requirements. The City may designate vendors or sub-grantees to fulfill these obligations.

(b) If any provisions of this Agreement conflict with the State Grant Requirements, the provisions of the State Grant Requirements will control.

**3. Reporting**

(a) The City will prepare progress reports for the duration of the term of this Agreement. The reports must include the status of all activities, including equipment purchases (if applicable).

(b) The reports are due to the County representative identified in Article VI.1 as follows:

Quarterly Performance Reporting Period	Report Due Date
July 1, 2010 – September 30, 2010	October 15, 2010
October 1, 2010 – December 31, 2010	January 15, 2011
January 1, 2011 – March 31, 2011	April 15, 2011
April 1, 2011 – June 30, 2011	July 15, 2011
Any final reporting documentation	July 15, 2011

(c) The County will provide the City with a report template, (Exhibit E) and the City will utilize the template.

(d) The City will notify the County representative identified in Article VI.1, within 15 days, when the City has completed all performance obligations for these grants. The City shall provide such notice no later than July 15, 2011.

(e) The reporting requirements under this section shall survive termination of this Agreement.

**Article IV. Term and Termination**

**1. Term of Agreement**

This Agreement is effective from July 1, 2010 through June 30, 2011.

**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 the County for the products and services covered by this Agreement. If funding is reduced or deleted by the County for the products or services covered by this Agreement, the County has the option to either terminate this Agreement with no liability occurring to the County or to offer an amendment to this Agreement indicating the reduced amount.
- (c) The obligations of the County to make payments in accordance with the provisions of this Agreement may be delayed, reduced or terminated pursuant to any delay, reduction, or change in allocation or allotment in funding to County from federal, State or other regional funding sources.

### **3. Termination**

- (a) Either party may terminate this Agreement for cause or no cause upon written notice to the other. 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 grant guidelines.
- (b) Opportunity to cure. 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 hereunder 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 giving of such 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 such cure, correction or remedy within such thirty (30) day period and diligently and continuously pursues such cure, correction or remedy.
- (c) If this Agreement is terminated, the City shall return funding in accordance with grant guidelines.

## **Article V. Liabilities**

### **1. Mutual Indemnification**

In lieu of and notwithstanding the pro rata risk allocation which might otherwise be imposed between the parties pursuant to Government Code Section 895.6, the parties agree that all losses or liabilities incurred by a party shall not be shared pro rata but instead the County and the City agree that pursuant to Government Code Section 895.4, each of the parties hereto shall fully indemnify and hold each of the other parties, their 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 the indemnifying party, its officers, board members, employees or agents, under or in connection with or arising out of any work, authority or jurisdiction delegated to such party under this Agreement. No party, nor any officer, board member, employee or agent thereof shall be responsible for any damage or liability occurring by reason of the negligent acts or omissions or

willful misconduct of other parties hereto, their officers, board members, employees or agents, under or in connection with or arising out of any work, authority or jurisdiction delegated to such other parties under this Agreement.

## **Article VI. Miscellaneous**

### **1. Notice**

All notices required by this Agreement will be deemed given when 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 the City:

Chris Godley, Emergency Services Director  
City of San Jose Office of Emergency Services  
855 N. San Pedro, #404  
San Jose, CA 95110

To the County:

Diane Stambaugh  
Administrative Services & Grants 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 will 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 will 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 will 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.

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**3. County No-Smoking Policy**

Contractor and its employees, agents and subcontractors, shall comply with the 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 the County is the sole occupant, and (3) in all County vehicles.

**4. Governing Law**

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

**5. Assignment**

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

**6. 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.

**7. Amendments**

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

**8. 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.

**9. Severability**

If any provision of this Agreement is found by a court of competent jurisdiction to be void, invalid or unenforceable, the same will 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.

**10. 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.

**11. Conflict of Interest**

In accepting this Agreement, City covenants that is presently has no interest and will 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.

**12. Certified Resolution of Signature Authority**

Upon request of Santa Clara County, City will deliver to Santa Clara 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 SAN JOSE

By \_\_\_\_\_  
Gary Graves  
Chief Operating Officer

\_\_\_\_\_  
Date

By \_\_\_\_\_  
Deanna Santana  
Deputy City Manager

\_\_\_\_\_  
Date

Approved as to Form and Legality:

Approved as to Form and Legality:

\_\_\_\_\_  
Kimberly Thomas Rapp  
Deputy County Counsel

\_\_\_\_\_  
Date

\_\_\_\_\_  
City Attorney

\_\_\_\_\_  
Date

- Exhibit A City Spend Plan
- Exhibit B FY08 Per Capita Distribution Worksheet
- Exhibit C Grant Guidance
- Exhibit D Program Narrative
- Exhibit E Report Template
- Exhibit F Spend Plan Request for Extension
- Exhibit G Functional Timesheet Template
- Exhibit H City Reimbursement Worksheet







2010 EMPG  
Per Capita Distribution  
Worksheet

Exhibit B

FY10 EPMG	Amount
Per Capita Distribution	\$ 285,287.00
Management & Administration (3% M&A for pass-through)	\$ 8,823.00
WebEOC Special Project (Includes 3% M&A)	\$ 151,679.00
<b>Total FY10 EMPG funds</b>	<b>\$ 445,789.00</b>

PARTICIPATING JURISDICTION	Estimated 1/1/2005 Population	%	Total FY10 EMPG Allocation
Campbell	38,415	2.18%	\$ 6,228.34
Cupertino	53,452	3.04%	\$ 8,666.34
Gilroy	47,671	2.71%	\$ 7,729.05
Los Altos	27,614	1.57%	\$ 4,477.14
Los Altos Hills	8,452	0.48%	\$ 1,370.35
Los Gatos	28,976	1.65%	\$ 4,697.97
Millpitas	64,998	3.69%	\$ 10,538.33
Monte Sereno	3,505	0.20%	\$ 568.28
Morgan Hill	36,423	2.07%	\$ 5,905.37
Mountain View	72,033	4.09%	\$ 11,678.93
Palo Alto	61,674	3.51%	\$ 9,999.40
San Jose	944,857	53.70%	\$ 153,192.61
Santa Clara	109,106	6.20%	\$ 17,689.70
Saratoga	30,850	1.75%	\$ 5,001.81
Sunnyvale	133,086	7.56%	\$ 21,577.65
Unincorporated Areas	98,473	5.60%	\$ 15,965.73
<b>TOTAL Per Capita Distribution</b>	<b>1,759,585</b>	<b>100.00%</b>	<b>\$ 285,287.00</b>





**Cal E·M·A**

CALIFORNIA EMERGENCY  
MANAGEMENT AGENCY

**Fiscal Year 2010**

**EMERGENCY MANAGEMENT  
PERFORMANCE GRANT**

*Recipient Subgrant Guide for Local Governments*

**STATE OF CALIFORNIA**

**Arnold Schwarzenegger, Governor**

**CALIFORNIA EMERGENCY MANAGEMENT AGENCY**

**Matthew R. Bettenhausen, Secretary  
Frank McCarton, Undersecretary  
Peggy Okabayashi, Assistant Secretary**

**OFFICE OF GRANTS MANAGEMENT**

**Brendan Murphy, Director  
Gina Buccieri-Harrington, Assistant Director**

**HOMELAND SECURITY, PROP 1B &  
EMERGENCY MANAGEMENT BRANCH**

**Kris Whitty, Chief**

**EMERGENCY MANAGEMENT GRANT UNIT**

**Yvonne Cantrell, Sr. Emergency Services Coordinator**

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## FOREWORD: SECRETARY'S MESSAGE

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Through the duties, powers, purposes, and responsibilities inherited from the combination of the Office of Emergency Services and the Office of Homeland Security, the California Emergency Management Agency (Cal EMA) is responsible for ensuring the State's readiness is at its maximum potential to prevent, prepare, respond, and recover from the effects of any crises.

In the past year, Cal EMA, in conjunction with local jurisdictions, continued to make California a better place to live, work, and thrive. We have developed strategies that outline the principles, priorities, initiatives, and objectives which are critical to protecting lives and property through the continued enhancement of our emergency management programs. Cal EMA will continue to work conscientiously, deliberately, and with a steadfast commitment to enlist, entrust, empower, and encourage our partners, and to foster and promote a customer-service-driven program at the center of all activities. Towards this end, I am pleased to present the *Fiscal Year 2010(FY 10) Emergency Management Performance Grant (EMPG) Recipient Subgrant Guide for Local Jurisdictions*.

My emphasis for the FY 10 EMPG program remains much the same as last year and includes the following areas:

- Information Management Technology and Process
- Care and Sheltering
- Alert & Warning
- Special Needs
- Mass Evacuation
- Emergency Responder Credentialing Program
- Planning
- Exercises
- Regional Catastrophic Planning
- COOP and COG Planning

Based on discussions with local representatives over the past year, I have decided to implement some changes to this year's program. These changes include:

- Increased funding from \$9,100,000 to \$14,000,000
- Increased base amount from \$80,000 to \$125,000
- Inclusion of an allocation for the Native American Tribes

We have much work ahead of us as we continue to plan for both the expected and the unexpected. California continues to be recognized as a national leader in emergency management. The dedicated staff at Cal EMA will continue to work tirelessly to advance our efforts which we believe will provide the greatest benefits for our state. Throughout the duration of the grant, Cal EMA program representatives will continue to be available to assist you with any questions regarding the program or your application development. I encourage you to call upon them for their guidance and expertise.

Because of your excellent contributions and achievements, California communities are safer, have the best trained and equipped first responders, and continue to move forward with a number of important initiatives. I thank you for your support of this program and for your extraordinary efforts.



MATTHEW R. BETTENHAUSEN  
Secretary

## SECTION 1 – SUBGRANT OVERVIEW

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<b>Federal Program Guidance</b>	<p>The U.S. Department of Homeland Security (DHS) published the <i>Fiscal Year 2010 (FY10) Emergency Management Performance Grants, Program Guidance and Application Kit</i> in December of 2009 and may be obtained at: <a href="http://www.fema.gov/pdf/government/grant/2010/fy10_empg_kit.pdf">http://www.fema.gov/pdf/government/grant/2010/fy10_empg_kit.pdf</a></p> <p>The purpose FY10 EMPG 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. Funds provided under the EMPG must be used to support activities that contribute to the Operational Area's capability to prevent, prepare for, mitigate against, respond to, and recover from emergencies and disasters, whether natural or man-made.</p>
<b>Information Bulletins</b>	<p>DHS also issues Information Bulletins that provide updates, clarification, and requirements throughout the life of the grant. Information Bulletins may be obtained at: <a href="http://www.ojp.usdoj.gov/odp/docs/bulletins.htm">http://www.ojp.usdoj.gov/odp/docs/bulletins.htm</a></p>
<b>Purpose of this Subgrant Guide</b>	<p>The <i>Recipient Subgrant Guide</i> is intended to complement, rather than replace, the Guidance published by DHS. The Supplement will provide the Operational Areas (OAs) with guidance and forms to apply for, perform, and closeout the FY10 EMPG subgrant. This <i>Guide</i> specifies the performance period, allocations, eligible activities, and other subgrant related information and requirements.</p>
<b>Grant Management Memos</b>	<p>Cal EMA also issues Grant Management Memos (GMMs) that communicate changes to our grants. GMMs can be located at: <a href="http://homeland.ca.gov/grants_management_memo.html">http://homeland.ca.gov/grants_management_memo.html</a></p>
<b>Eligible Recipients</b>	<p>California's 58 OAs are the eligible grant recipients.</p>
<b>Performance Period</b>	<p>The FY10 EMPG performance period for local governments will be July 1, 2010 through June 30, 2011.</p>
<b>Allocations and Methodology</b>	<p>California will subgrant a total of \$14,000,000 to OAs and Tribal Nations. The local allocations were determined using a \$125,000 base award, with remaining funds distributed using per capita figures in the Department of Finance's yearly report called <i>E-1: City/County Population Estimates with Annual Percent Change</i>. This report can be accessed at the following website:</p> <p><a href="http://www.dof.ca.gov/HTML/DEMOGRAP/ReportsPapers/Estimates/E1/documents/E-1table.xls">http://www.dof.ca.gov/HTML/DEMOGRAP/ReportsPapers/Estimates/E1/documents/E-1table.xls</a></p> <p>The data for January 1, 2009 was used for calculating allocations as it has the latest figures available at this time. A complete listing of the allocations for the FY10 EMPG can be found in Appendix A.</p>
<b>Match Requirements</b>	<p>The FY10 EMPG requires a dollar-for-dollar match. This can be cash or in-kind. Please refer to 44 Code of Federal Regulations (CFR), 13.24 for specific details.</p>

## SECTION 1 – SUBGRANT OVERVIEW

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### OA Responsibilities

The OAs responsibilities are to:

1. Submit a subgrant application package to Cal EMA Regions by **May 14, 2010**.
2. Comply with all assurances and certifications contained in the Grant Assurances submitted with the FY10 EMPG application. In addition, if the OA subgrants funds to other entities, their subgrant agreements/contracts must also include these same assurances and certifications along with any local requirements.
3. Prepare performance reports for the duration of the performance period. Further reporting details are included in Part Four, Performance Period Activities, under “Performance Reports”.
4. Maintain financial management systems that support subgrant activities in accordance with 44 CFR Part 13.20.
5. If changes are required after the initial subgrant award, submit revision requests to Cal EMA, prior to incurring any associated expenditures. Further details are included in Part Four, Performance Period Activities, under “Revision Requests”.
6. Remit unexpended subgrant funds to Cal EMA after all work has been completed and reimbursements have been disbursed.
7. Maintain property, programmatic, and financial records in accordance with the grant record retention requirements. Further details on the retention requirement are contained in Part Four, Performance Period Activities, under “Record Retention Requirements”.
8. Comply with the audit requirements contained in Office of Management and Budget (OMB) Circular A-133, and Title 44 CFR, Part 13.26.

### Applicable Laws, Regulations, Guidance Documents and Websites

OAs must ensure that local and internal departments are aware of the following laws, regulations, and guidance documents that apply to this subgrant:

- Robert T. Stafford Disaster Relief and Emergency Assistance Act as amended.
- Office of Management and Budget (OMB) Circulars A-87, A-102, A-133 <http://www.whitehouse.gov/omb/circulars/index.html>
- California Emergency Services Act, Chapter 7 of Division 1 of Title 2 of the Government Code - Provides the legal basis for Emergency Management activities in California. Government Code Section 8607 describes the Standardized Emergency Management System.
- *Recipient Subgrant Guide for Local Governments* provided by Cal EMA.

## SECTION 1 – SUBGRANT OVERVIEW

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**Applicable Laws,  
Regulations,  
Guidance  
Documents and  
Websites, cont.**

The following documents produced and distributed by Cal EMA can be used as additional resources. They can be found on the Cal EMA website at: [www.calema.ca.gov](http://www.calema.ca.gov).

- Local Emergency Planning Guidance
- State Emergency Plan
- SEMS/NIMS Regulations
- Cal EMA Strategic Plan 2009-2014

**Contact  
Information**

Technical assistance is available throughout the application and subgrant performance process. Contact your Regional Office at one of the following numbers:

Coastal Region (510) 286-0895  
Inland Region (916) 845-8470  
Southern Region (562) 795-2900

## SECTION 2 – PROGRAM SPECIFIC INFORMATION

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### Program Overview

The purpose of the FY10 EMPG is to support comprehensive emergency management and to encourage the improvement of mitigation, preparedness, response, and recovery capabilities for all hazards. Funds provided under the EMPG must be used to support activities that contribute to the OA's capability to prevent, prepare for, mitigate against, respond to, and recover from emergencies and disasters, whether natural or man-made. Towards this end, Cal EMA has established emergency management priorities, goals, and objectives for California. OA activities under this subgrant must be tied to these priorities, goals, and objectives.

### What's New?

- The requirement to allocate 25 percent (25%) of funding towards the planning priority has been removed.
- The use of EMPG funds for maintenance contracts, warranties, repair or replacement costs, upgrades, and user fees are allowable under all active and future grant awards, unless otherwise noted.
- The base amount has been increased from \$80,000 to \$125,000.
- The local funding portion has been increased from \$9.1 million to \$14 million. A chart reflecting the difference from last year's to this year's allocation for each Operational Area can be found at Appendix B.
- Any funding identified during the application as "excess" will be retained at the region level for one-time projects by other Operational Areas in the region. If there are no projects within one region, the funds will be split with the other two regions. If there are no projects in the regions, the funds will revert to the state level. OA's are expected to meet the match for any additional funding.
- Using the federal fiscal year as the performance period is no longer an option. The performance period will be the state fiscal year—July 1, 2010 to June 30, 2011.

### Additional Funding Stipulations

#### Separate Accountability

The Agency Secretary made the decision to increase funding to the OAs this year. It is very important to him to be able to report to FEMA the impact this additional funding has had at the local level. To capture this information, it will be necessary for you to separately identify specific activities to be accomplished with the additional funding and to report on it separately. Both the Program Narrative and Performance Report have been modified to include sections for this requirement.

Suggested uses for the additional funds:

- a one-time project
- hiring temporary help
- pass-through to cities/special districts

How the funds will be expended may depend on whether or not the county can match the additional funds. If not, passing the funds through to the cities and special districts is a good option. They would then have to meet the match requirement.

## SECTION 2 – PROGRAM SPECIFIC INFORMATION

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### Additional Funding Stipulations, cont.

#### Excess Funds

While you are developing your application, it should become apparent whether or not you will be able to expend all the funds allocated this year. Any excess funds should be identified and returned to Cal EMA during the application period. These funds can then be reallocated to other OAs who identified one-time projects they would like to undertake if funding is available. (See additional information in Section Six.)

### Secretary's Emphasis

Listed below are the key areas the State will be focusing on in the FY 10 EMPG programs. OAs are strongly encouraged to focus on these activities as well.

- **Information Management Technology and Process:** OAs are encouraged to participate with Cal EMA in a Feasibility Study Review to develop a new emergency information management system (technology and process).
- **Emergency Responder Credentialing Program:** Participation in a Regional EMMA exercise is strongly encouraged.
- **Alert & Warning:** Counties should assess their ability to notify cities within their jurisdiction and, in turn, the cities' ability to notify their citizens, of imminent or actual emergencies where a warning would give sufficient additional time for action and increase safety.
- **Functional Needs:** Evacuation and sheltering needs of the OA's special needs population should be addressed. OA's should recognize the need to identify, transport, and provide required medical or supportive care to people with physical, sensory, or cognitive, language, or economic limitations that must be evacuated or sheltered during a disaster.
- **Mass Evacuation:** OAs must evaluate their ability to move a large and demographically diverse group of people within a short time period to a safe location within their own county and/or an adjoining county. Under extreme catastrophic events, this distance may not be far enough to provide the expected level of protection. If necessary, plans should be developed or revised to address this issue.
- **Care and Sheltering:** In the event of a mass evacuation, the need to temporarily feed, shelter, and provide basic hygienic and medical support becomes an issue that OAs will also have to address. Another consideration in this area will be the need to shelter-in-place and ensuring that the OA's population is prepared to remain in their homes and/or places of business for multiple days at a time.
- **Planning:** Review and revise the jurisdiction's Emergency Operations Plan in accordance with the schedule established in the plan, and submit the revised plan to Cal EMA Regions at least every three years for their review according to published emergency plan criteria.

## SECTION 2 – PROGRAM SPECIFIC INFORMATION

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### Secretary's Emphasis, cont.

- **Exercises:** OAs should participate in disaster exercises that test the jurisdiction's emergency plan, emergency facilities and equipment; prepare After Action Reports identifying corrective actions; and take appropriate action to implement recommended corrective actions.
- **Regional Catastrophic Planning:** Where it is likely that a disastrous event could involve more than one OA, OAs should be expanding their catastrophic event planning to include their neighboring jurisdictions and federal, state, and private entities.
- **COOP and COG Planning:** OAs should review and revise their current plan as necessary.

### Goals and Objectives

The goals and objectives of the state are described in Appendix C. The goals are as follows:

1. Enhance prevention and detection capabilities to protect our state and critical infrastructure from all hazards.
2. Strengthen California's ability to plan, prepare for and mitigate disasters, emergencies, and terrorist events.
3. Effectively respond to and quickly recover from both intentional and natural disasters.
4. Streamline the delivery and investment of homeland security and emergency management funding.
5. Strengthen and unify Cal EMA's operations and management to increase operational efficiency and effectiveness.

### Eligible Activities

#### MANAGEMENT AND ADMINISTRATIVE (M&A) COSTS

M&A activities are those defined as directly relating to the management and administration of EMPG funds, such as preparing reports, reimbursement requests, and recordkeeping. Specific documentation of these costs must be maintained. It should be noted that salaries of local emergency managers are not typically categorized as M&A, unless the OA chooses to assign personnel to specific M&A activities.

M&A costs are allowable for OAs. OAs may retain and use up to *3% of their subaward* from the State for OA M&A purposes.

## SECTION 2 – PROGRAM SPECIFIC INFORMATION

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**Eligible Activities, cont.** M&A costs include the following categories of activities:

- Hiring of full-time or part-time staff or contractors/consultants:
  - To assist with the management of FY 2010 EMPG funds
  - To assist with design, requirements, and implementation of the FY 2010 EMPG Program
- Hiring of full-time or part-time staff or contractors/consultants and expenses related to:
  - FY 2010 EMPG pre-application submission management activities and application requirements
  - Meeting compliance with reporting/data collection requirements, including data calls
- Development of operating plans for information collection and processing necessary to respond to FEMA data calls
- Travel expenses directly related to management and administration of EMPG grant funds
- Meeting-related expenses directly related to management and administration of EMPG grant funds
- Acquisition of authorized office equipment, including personal computers, laptop computers, printers, LCD projectors, and other equipment or software which are used primarily in support the implementation of EMPG-related activities
- The following are allowable only within the period of performance of the grant program:
  - Recurring fees/charges associated with certain equipment, such as cell phones, faxes, etc. which are directly related to management and administration of FY 2010 EMPG grant funds
  - Leasing and/or renting of space for newly hired personnel to administer FY 2010 EMPG grant funds

### **PLANNING**

FY 2010 EMPG funds may be used for a range of emergency management planning activities. These plans may include aspects of the following, but are not limited to:

- Disaster housing planning
- Modifying existing incident management and emergency operations plans to ensure proper alignment with the NIMS and NRF coordinating structures, processes, and protocols
- Developing/enhancing comprehensive emergency management plans
- Conducting a hazard analysis and risk assessment prior to mitigation plan development
- Developing/enhancing all-hazards mitigation plans
- Developing/enhancing large-scale and catastrophic event incident plans

## SECTION 2 – PROGRAM SPECIFIC INFORMATION

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### Eligible Activities, PLANNING, continued cont.

- Developing/enhancing COOP/COG plans
- Developing/enhancing logistics and resource management plans
- Developing/enhancing evacuation plans, including alerts/warning, crisis communications, sheltering, and re-entry
- Developing/enhancing financial and administrative procedures for use before, during, and after disaster events in support of a comprehensive emergency management program
- Public education and awareness
- Developing/enhancing other response and recovery plans
- Developing/enhancing emergency management and operations plans to integrate citizen/volunteer and other non-governmental organization resources and participation
- Program evaluations
- Mass evacuation planning and pre-positioning of equipment for areas potentially impacted by mass evacuations
- Supply preparation
- Pre-event recovery plans/response and mitigation plans in coordination with State and local government (including tribal governments, rural water associations, and chief information officers.)

In support of efforts by OAs to improve their preparedness programs, program evaluations are now allowable planning costs. Program evaluations provide valuable information regarding a program's outcomes, efficiency, and effectiveness. Beyond financial audits and program monitoring, evaluations can help managers track progress and demonstrate performance by quantitatively measuring the results of programs.

### ORGANIZATION

Per the *Robert T. Stafford Disaster Relief and Emergency Assistance Act*, (Public Law 93-288), as amended, 42 U.S.C. 5121-5207, EMPG funds may be used for all-hazards emergency management operations, staffing, and other day-to-day activities in support of emergency management.

Personnel costs, including salary, overtime, compensatory time off, and associated fringe benefits, are allowable costs with FY 2010 EMPG funds. These costs must comply with 2 CFR Part 225, *Cost Principles for State, Local, and Indian Tribal Governments (OMB Circular A-87)*. Proposed personnel costs should be linked to achieving objectives outlined in your Program Narrative.

### Eligible Activities, EQUIPMENT cont.

This is defined as property having a useful life of more than one year and an acquisition cost of \$5,000 or more per unit. Allowable equipment categories

## SECTION 2 – PROGRAM SPECIFIC INFORMATION

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for FY 2010 EMPG are listed on the web-based version of the Authorized Equipment List (AEL) on the Responder Knowledge Base (RKB), which is sponsored by FEMA at <http://www.rkb.us>. Unless otherwise stated, equipment must meet all mandatory regulator and/or FEMA-adopted standards to be eligible for purchase using these funds. In addition, agencies will be responsible for obtaining and maintaining all necessary certifications and licenses for the requested equipment. The select allowable equipment includes equipment from the following AEL categories:

- Information Technology (Category 4)
- Cyber-Security Enhancement Equipment (Category 5)
- Interoperable Communications Equipment (Category 6)
- Detection Equipment (Category 7)
- Power Equipment (Category 10)
- CBRNE Reference Materials (Category 11)
- CBRNE Incident Response Vehicles (Category 12)
- Physical Security Enhancement Equipment (Category 14)
- CBRNE Logistical Support Equipment (Category 19)
- Other Authorized Equipment (Category 21)

## SECTION 2 – PROGRAM SPECIFIC INFORMATION

### Eligible Activities, TRAINING cont.

EMPG funds may be used for a range of emergency management-related training activities to enhance the capabilities of State and local emergency management personnel through the establishment, support, conduct, and attendance of training. Types of training include, but are not limited to, the following:

- Developing/enhancing systems to monitor training programs
- Conducting all hazards emergency management training
- Attending Emergency Management Institute (EMI) training or delivering EMI train-the-trainer courses
- Attending other FEMA-approved emergency management training
- Mass evacuation training at local, State, and tribal levels

Allowable training-related costs include the following:

- **Funds used to develop, deliver, and evaluate training** – Includes costs related to administering the training: planning, scheduling, facilities, materials and supplies, reproduction of materials, and equipment.
- **Overtime and Backfill** – Overtime costs which are the direct result of attendance at FEMA and/or approved training courses and programs are allowable. Overtime payments related to backfilling personnel who have been sent to training are also allowable, but only for the marginal added cost to the grantee of having to pay overtime instead of regular time. The grantee must maintain financial responsibility for the regular time portion of backfill costs. These costs are allowed only to the extent the payment for such services is in accordance with the policies of the State or unit(s) of local government and has the approval of the State or the awarding agency, whichever is applicable. In no case is dual compensation allowable. That is, an employee of a unit of government may not receive compensation from their unit or agency of government AND from an award for a single period of time (e.g., 1:00 pm to 5:00 pm), even though such work may benefit both activities.
- **Travel** – Travel costs (e.g., airfare, mileage, per diem, hotel) are allowable as expenses by employees who are on travel status for official business related to approved training.
- **Hiring of Full or Part-Time Staff or Contractors/Consultants** – Full- or part-time staff may be hired to support direct training-related activities. Payment of salaries and fringe benefits must be in accordance with the policies of the State or unit(s) of local government and have the approval of the State or awarding agency, whichever is applicable.

## SECTION 2 – PROGRAM SPECIFIC INFORMATION

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**Eligible Activities,  
cont.**

- **Certification/Recertification of Instructors** – Costs associated with the certification and re-certification of instructors are allowed. OAs are encouraged to follow the FEMA Instructor Quality Assurance Program to ensure a minimum level of competency and corresponding levels of evaluation of student learning. This is particularly important for those courses which involve training of trainers.

### EXERCISES

EMPG funds may be used to design, develop, conduct, and evaluate emergency management related exercises. Exercises must be consistent with the principles outlined in the Homeland Security Exercise and Evaluation Program (HSEEP), as well as applicable existing emergency management standards. *HSEEP Volumes I-III* contains guidance and recommendations for designing, developing, conducting, and evaluating exercises. *HSEEP Volume IV* provides sample exercise materials. All four volumes can be found at the HSEEP website (<http://hseep.dhs.gov>). Exercises conducted using EMPG funding must be NIMS compliant.

Allowable exercise-related costs include:

- **Funds Used to Design, Develop, Conduct and Evaluate an Exercise** – Includes costs related to planning, meeting space and other meeting costs, facilitation costs, materials and supplies, travel, and documentation.
- **Hiring of Full or Part-Time Staff or Contractors/Consultants** – Full- or part-time staff may be hired to support direct exercise activities. Payment of salaries and fringe benefits must be in accordance with the policies of the State or unit(s) of local government and have the approval of the State or the awarding agency, whichever is applicable. The services of contractors/consultants may also be procured to support the design, development, conduct and evaluation of exercises. The applicant's formal written procurement policy or the Federal Acquisition Regulations (FAR) must be followed.
- **Overtime and Backfill** – Overtime costs which are the direct result of time spent on the design, development and conduct of exercises are allowable expenses. Overtime payments related to backfilling personnel who have been sent to exercises are also allowable but only for the marginal added cost to the grantee of having to pay overtime instead of regular time. The grantee must maintain financial responsibility for the regular time portion of backfill costs. These costs are allowed only to the extent the payment for such services is in accordance with the policies of the State or unit(s) of local government and has the approval of the State or the awarding agency, whichever is applicable. In no case is dual compensation allowable. That is, an employee of a unit of government may not receive compensation from their unit or agency of government AND from an award for a single period of time (e.g., 1:00 pm to 5:00 pm), even though such work may benefit both activities.

## SECTION 2 – PROGRAM SPECIFIC INFORMATION

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### Eligible Activities, cont.

- **Travel** – Travel costs (e.g., airfare, mileage, per diem, hotel) are allowable as expenses by employees who are on travel status for official business related to the planning and conduct of the exercise project(s).
- **Supplies** – Supplies are items that are expended or consumed during the course of the planning and conduct of the exercise project(s) (e.g., copying paper, gloves, tape, non-sterile masks, and disposable protective equipment).
- **Implementation of HSEEP** – This refers to costs related to developing and maintaining a self-sustaining State Homeland Security Exercise and Evaluation Program which is modeled after the national HSEEP.
- **Other Items** – These costs are limited to items consumed in direct support of exercise activities such as the rental of space/locations for planning and conducting an exercise, rental of equipment (e.g., portable toilets, tents), and the procurement of gasoline, exercise signs, badges, and other essential nondurable goods. The only vehicle costs that are reimbursable are fuel/gasoline or mileage.

Unauthorized exercise-related costs include:

- Reimbursement for the maintenance and/or wear and tear costs of general use vehicles (e.g., construction vehicles) and emergency response apparatus (e.g., fire trucks, ambulances).
- Equipment that is purchased for permanent installation and/or use, beyond the scope of exercise conduct (e.g., electronic messaging signs).
- Durable and non-durable goods purchased for installation and/or use beyond the scope of exercise conduct.

### CONSTRUCTION AND RENOVATION

FEMA recognizes that an updated, functioning emergency operations center (EOC), accessible to and usable by individuals with disabilities, is a core component of an effective emergency management system. Therefore, construction and renovation activities for a State, local, or tribal government's principal EOC are allowable under EMPG. Allowable costs for EOC construction and renovation are consistent with the FY 2010 EOC Grant Program. In addition, EOCs may use up to \$1,000,000 for construction projects or up to \$250,000 for renovation projects. However, the match requirement for EOC construction and renovation with EMPG funding is 50 percent federal and 50 percent grantee.

FY 2010 EMGP subgrant recipients using funds for construction projects must comply with the Davis-Bacon Act. Subgrant recipients must ensure that their contractors or subcontractors for construction projects pay workers employed directly at the worksite no less than the prevailing wages and fringe benefits paid on projects of a similar character. Additional information, including Department of Labor wage determinations, is available from the following website: <http://www.dol.gov/esa/programs/dbra/>.

## SECTION 2 – PROGRAM SPECIFIC INFORMATION

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**Eligible Activities,  
cont.**

In order for subgrant recipients to drawdown funds for limited EOC construction and renovation projects under EMPG:

- Subgrantee recipients must provide to Cal EMA the following:
  - o A description of the EOC facility, location, and the scope of the construction or renovation project
  - o A certification that an assessment has been conducted to identify EOC needs regarding such issues as the facility, communications capability, computer systems and network capabilities, survivability, and sustainability
  - o A description of how the construction or renovation project will address the needs identified from the assessment
  - o Consequences of not implementing the construction or renovation project
  - o A NEPA Compliance Checklist
  
- **Written approval must be obtained by Cal EMA from FEMA prior to the use of any EMPG funds for construction or renovation**

All proposed construction and renovation activities must undergo an Environmental and Historic Preservation (EHP) review, including approval of the review from FEMA, prior to undertaking any action related to the project. Any applicant that is proposing a construction project under the FY 2010 EMGP should pay special attention to the EHP requirements contained in Part VI (B, 4.7) of the Federal Guidance. Failure of a grant recipient to meet these requirements may jeopardize Federal funding.

### MAINTENANCE AND SUSTAINMENT

The use of FEMA preparedness grant funds (HSGP, THSGP, EMPG, IECGP, BZPP, OPSG, DLSGP, TSGP, PSGP, and Amtrak) for maintenance contracts, warranties, repair or replacement costs, upgrades, and user fees are allowable under all active and future grant awards, unless otherwise noted. Grantees are reminded to be sensitive to supplanting issues. Maintenance contracts, warranties, repair or replacement costs, upgrades, and user fees previously purchased with State and/or local funds cannot be replaced with Federal grant funding. Routine upkeep (i.e., gasoline, tire replacement, routine oil changes, monthly inspections, grounds and facility maintenance etc.) is the responsibility of the grantee and may not be funded with preparedness grant funding.

- **Maintenance Contracts and Warranties.**

To increase the useful life of the equipment, maintenance contracts and warranties may be purchased using grant funding from one fiscal year to cover equipment purchased with funding from a different fiscal year. The use of grant funding for the purchase of maintenance contracts and warranties must meet the following conditions:

## SECTION 2 – PROGRAM SPECIFIC INFORMATION

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### Eligible Activities, cont.

- Maintenance contracts and warranties may only be purchased for equipment that has been purchased using FEMA preparedness grant funding.
- To avoid supplementing Congressional appropriations for specific programs, maintenance contracts and warranties must be purchased using funds from the same grant program used to purchase the original equipment.
- The term of the maintenance contract or warranty shall not exceed the period of performance of the grant to which the contract is being charged.
- **Repair and Replacement Costs.**

The cost of repair and replacement parts for equipment purchased using FEMA preparedness grant funding is an allowable expense.

  - Repair and replacement parts may only be purchased for equipment that has been purchased using FEMA preparedness grant funding.
  - To avoid supplementing Congressional appropriations for specific programs, repair and replacement parts must be purchased using the same grant program used to purchase the original equipment.
- **Upgrades.**

FEMA preparedness grant funding may be used to upgrade previously purchased allowable equipment. For example, if the grantee purchased risk management software with HSGP funds in FY 2005 and would like to use FY 2010 grant funding to upgrade the software, this is allowable.

  - Upgrades may only be purchased for equipment that has been purchased using FEMA preparedness grant funding.
  - To avoid supplementing Congressional appropriations for specific programs, upgrades must be purchased using the same grant program used to purchase the original equipment.
- **User fees.**

User fees are viewed as costs for specific services required to maintain and provide continued operation of equipment or systems. An example would be the recurring service fees associated with handheld radios or mobile data computers.

  - User fees may only be paid for equipment that has been purchased using FEMA preparedness grant funding.
  - To avoid supplementing Congressional appropriations for specific programs, user fees must be paid for using the same grant program used to purchase the original equipment. The service time purchased shall not exceed the period of performance of the grant to which the user fee is being charged.
- **Implementation.**

Planned or actual expenditures for maintenance contracts and warranties, repair and replacement costs, upgrades and user fees must be reflected in the Initial Strategy Implementation Plan (ISIP) or Biannual Strategy Implementation Report (BSIR). Grantees must comply with all the requirements in 44 CFR Part 13 and 2 CFR Part 215.

## SECTION 2 – PROGRAM SPECIFIC INFORMATION

### Unallowable Costs UNALLOWABLE COSTS

- Expenditures for weapons systems and ammunition.
- Expenditures for items such as general-use software (word processing, spreadsheet, graphics, etc), general-use computers and related equipment (other than for allowable M&A activities, or otherwise associated preparedness or response functions), general-use vehicles, and licensing fees.
- Personnel costs (except for costs as detailed above). Costs to support the hiring of sworn public safety officers for the purposes of fulfilling traditional public safety duties or to supplant traditional public safety positions and responsibilities.
- Activities unrelated to the completion and implementation of the EMPG.
- Other items not in accordance with the portions of the AEL and allowable cost listed in “Eligible Activities” section.

### Eligible Costs

To be allowable under federal awards, costs must meet the criteria as stated in OMB Circular No. A-87, Attachment A.

Eligible cost categories are as follows:

Personal Services	This includes salary, overtime, compensating time off and associated fringe benefits.
Equipment	This is defined as property having a useful life of more than one year and an acquisition cost of \$5,000 or more per unit. Allowable equipment categories for FY 2010 EMPG are listed on the web-based Authorized Equipment List (AEL) on the Responder Knowledge Base (RKB), at <a href="http://www.rkb.mipt.org">http://www.rkb.mipt.org</a> .
Operating expenses	This includes all items not defined as equipment such as printing, postage, communications, data processing, etc.
Management and Administration costs	Costs associated with the management and administration of this grant. This would include costs of such activities as preparing reports, reimbursement requests, and recordkeeping. Specific documentation of these costs must be maintained.
Pass through to locals	This includes the funds being passed through to cities and/or other political entities.

Another useful Financial Guide for determining eligible costs can be found at: [http://www.dhs.gov/xlibrary/assets/Grants\\_FinancialManagementGuide.pdf](http://www.dhs.gov/xlibrary/assets/Grants_FinancialManagementGuide.pdf)

## SECTION 3 – APPLICATION REQUIREMENTS AND PROCESS

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### Application Components

The application must include the following forms. These forms can be found in Appendix D.

- Application for Assistance
- Program Narrative
- Budget Worksheet
- Governing Body Resolution
- Grant Assurances
- Project Proposal (Optional)

### Application for Assistance

The Application for Assistance form is the coversheet for the application. It identifies the applicant, the authorized agent and contact person for the subgrant and their addresses, the maximum award amount and the amount the OA is requesting. It must be signed by the authorized agent of the Operational Area. After review and approval by Cal EMA, this document serves as the contractual basis for the award of funds.

### Program Narrative

The Program Narrative must include the following:

- Specifically identify the activity(ies) that will be accomplished with the additional funding this year.
- Program activities to be accomplished, including one activity (or more) for the additional funds received this year.
- Tasks required to accomplish each activity.
- Associated goal(s) and objective(s) (from Appendix C) for each activity.

The Program Narrative information forms the basis for the performance reports. The OAs will be expected to report progress on each task identified.

### Budget Worksheet

The following expenses need to be itemized if you are going to expend funds in these areas. This also needs to be done for the additional funds.

- Personal Services
- Operating Expenses
- Equipment
- Management and Administration (M&A)
- Pass through to locals

### Governing Body Resolution

The Governing Body Resolution appoints agents authorized to execute any actions necessary under this subgrant. The OAs are not required to create a new Governing Body Resolution with the FY10 EMPG application if the one on file with Cal EMA is current, however, a copy of your resolution needs to be filed with your application.

If the resolution lists the Authorized Agent by title/position, a letter must also be submitted with the name, address and phone number of the person(s) currently occupying the position(s).

## SECTION 3 – APPLICATION REQUIREMENTS AND PROCESS

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**Grant Assurances** The Grant Assurances list the requirements to which the OA will be held accountable. OAs are required to submit a signed, **original** copy of the FY10 Grant Assurances with their FY10 EMPG application. The FY10 Grant Assurances can be found in Appendix E.

**Note:** Self-created Grant Assurances will not be accepted.

**Application Submittal** The application package must be submitted by May 14, 2010 to your Cal EMA Regional office:

Cal EMA, Coastal Region 1300 Clay Street, Ste 400 Oakland, CA 94612	Cal EMA, Inland Region 3650 Schriever Avenue Mather, CA 95655	Cal EMA, Southern Region 4671 Liberty Avenue Los Alamitos, CA 90720
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**Application Approval** Cal EMA will notify the OA, in writing, of the approved application, award amount, and performance period.

## SECTION 4 – PERFORMANCE PERIOD ACTIVITIES

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**Reimbursement of Eligible Costs** The FY10 EMPG funds will be disbursed on a reimbursement basis, using the Reimbursement Request form included in Appendix E. The cost of employee labor and expenses has been incurred as soon as the time has been worked or the expense has been paid. Vendor costs have been incurred when the purchasing jurisdiction has paid the vendor's invoice. Encumbrances, purchase orders or signed contracts do not qualify as incurred costs.

OAs are strongly encouraged to submit reimbursement requests on a quarterly basis; but, are allowed to submit reimbursement requests monthly.

**Note:** Payments can only be made if the OA has an:

- Approved Application
- Valid Governing Body Resolution
- Valid Grant Assurance

It is recommended copies of all documents adding up to the total of each reimbursement request be kept with your files to make verification by monitors and/or auditors easier.

**Revision Requests** All changes to the OAs approved Program Narrative and Budget Worksheet must be submitted to Cal EMA in writing and approved by the Agency Secretary, or his designee, *prior* to initiating any revised scope of work or incurring the associated expenditures.

The OAs may submit revision requests to Cal EMA at any time during the performance period.

Failure to submit revision requests and receive approval prior to expenditure could result in a reduction or disallowance of that part of the subgrant.

**Performance Reports** The OAs must submit performance reports as required. The report must include the progress made on identified activities, as well as other requested information and data.

The last performance report is due to Cal EMA by July 31, 2011 (unless extended), and will serve as the final subgrant report.

Failure to submit a performance report could result in subgrant reduction, termination or suspension.

## SECTION 4 – PERFORMANCE PERIOD ACTIVITIES

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**Interest Earnings** In accordance with Title 44, Code of Federal Regulations, Part 13.21, any interest earned, in excess of \$100 per federal fiscal year, must be remitted quarterly to:

United States Department of Health and Human Services  
Division of Payment Management Services  
Post Office Box 6021  
Rockville, MD 20852

**Note:** The transmittal letter included with the check should indicate that the OA is returning interest earned on FY10 EMPG funds.

A copy of the transmittal letter should also be sent to your Regional office.

### **Monitoring Subgrant Performance**

The state may perform periodic reviews of the OAs subgrant performance. These reviews may include, but are not limited to:

- Comparing actual subgrant activities to those approved on the Program Narrative and Budget Worksheet.
- Confirming compliance with:
  - Grant Assurances.
  - Information provided on the performance reports.
- Reviewing and monitoring financial and administrative records.

### **Suspension or Termination**

Should a jurisdiction materially fail to comply with any term of an award, whether stated in a Federal statute or regulation, an assurance, in a state plan or application, a notice of award, or elsewhere, Cal EMA may take one or more of the following actions:

- Temporarily withhold cash reimbursements pending correction of the deficiency by the jurisdiction;
- Disallow all or part of the cost of the activity or action not in compliance;
- Wholly or partly suspend or terminate the current award for the jurisdiction's program;
- Withhold further awards for the program; or
- Take other remedies that may be legally available.

Before taking action, the state will provide the jurisdiction reasonable notice of intent to impose measures and will make efforts to resolve the problem informally. For more details on enforcement, see 44 CFR Part 13.43.

## SECTION 5 – SUBGRANT CLOSEOUT

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<b>Final Subgrant Report</b>	The performance report due to Cal EMA by July 31, 2011 (unless extended) will serve as the final subgrant report (see timeline on page 9).
<b>Closeout Review and Notification</b>	Cal EMA will review the OA's Final Performance Report for compliance with all subgrant conditions. After compliance has been verified, Cal EMA will notify the OA, in writing, of the subgrant closure and record retention requirements.
<b>Audit Requirements</b>	The OAs, and their sub-recipients, must comply with the audit requirements contained in OMB Circular A-133 and Title 44, CFR, Part 13.26.
<b>Record Retention Requirements</b>	Specific requirements for record retention can be found in Title 44, CFR, Part 13.42.  In the Subgrant Closeout letter, Cal EMA will notify the OA of the start of the record retention period for programmatic and financial records.
<b>Accessibility of Records</b>	The federal Department of Homeland Security, the DHS Office of Inspector General, the Comptroller General of the United States, Cal EMA, and any of their authorized representatives, shall have the right of access to any books, documents, papers, or other records which are pertinent to the subgrant, in order to make audits, monitoring review, examinations, excerpts, and transcripts. The right of access is not limited to the required retention period but shall last as long as the records are retained. Refer to 44 CFR 13.42 for more information about accessibility of records.

## SECTION 6 – ONE-TIME PROJECTS

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### **Background**

This year, there have been a lot of changes to the EMPG program at the local level. Primarily, the funds have been increased. In the event some OA's cannot spend all or some of this increase on their programs, they may return the funds to the state. In order to reallocate these funds, we are asking the OAs to submit one-time projects they would like to accomplish. Having these projects submitted during the application process will allow us to add the funds to your annual EMPG award.

- Projects will be awarded at the discretion of the Regional Administrator.
- Projects may not be funded as requested. The state reserves the right to increase or decrease project funding, but will do so only after discussion with the OA.
- Local jurisdictions are responsible for meeting the match requirement for any additional funding.

### **Project requirements**

- Project must be an eligible activity under the EMPG program.
- A detailed description of the project must be provided.
- List major milestones and estimated completion dates.
- Project cannot exceed one year to complete. Projects with shorter than one-year timelines, will be considered for funding if additional funding becomes available later in the year.
- Quarterly progress reports will be required.

### **Budget requirements**

- Cannot supplant local government funds.
- A budget narrative must be included in the project description.
- A detailed budget must be completed using the designated form.

### **Forms**

The Project Proposal and Budget forms are located in Appendix D. The Project Proposal form requires you to associate the project with an EMAP#, Cal EMA Objective and a National Priority/Target Capability. A list of these items can be found in Appendix F.

## APPENDIX A – FY 10 EMPG ALLOCATIONS TO OPERATIONAL AREAS

Operational Area	Population	Base	Per Capita	Total Allocation
ALAMEDA	1,556,657	\$125,000	\$268,816	\$393,816
ALPINE	1,201	\$125,000	\$207	\$125,207
AMADOR	38,080	\$125,000	\$6,576	\$131,576
BUTTE	220,748	\$125,000	\$38,121	\$163,121
CALAVERAS	45,987	\$125,000	\$7,941	\$132,941
COLUSA	21,997	\$125,000	\$3,799	\$128,799
CONTRA COSTA	1,060,435	\$125,000	\$183,124	\$308,124
DEL NORTE	29,547	\$125,000	\$5,102	\$130,102
EL DORADO	180,185	\$125,000	\$31,116	\$156,116
FRESNO	942,298	\$125,000	\$162,724	\$287,724
GLENN	29,239	\$125,000	\$5,049	\$130,049
HUMBOLDT	132,755	\$125,000	\$22,925	\$147,925
IMPERIAL	179,254	\$125,000	\$30,955	\$155,955
INYO	18,049	\$125,000	\$3,117	\$128,117
KERN	827,173	\$125,000	\$142,843	\$267,843
KINGS	154,743	\$125,000	\$26,722	\$151,722
LAKE	64,025	\$125,000	\$11,056	\$136,056
LASSEN	35,550	\$125,000	\$6,139	\$131,139
LOS ANGELES	10,393,185	\$125,000	\$1,794,779	\$1,919,779
MADERA	152,331	\$125,000	\$26,306	\$151,306
MARIN	258,618	\$125,000	\$44,660	\$169,660
MARIPOSA	18,306	\$125,000	\$3,161	\$128,161
MENDOCINO	90,206	\$125,000	\$15,577	\$140,577
MERCED	256,450	\$125,000	\$44,286	\$169,286
MODOC	9,698	\$125,000	\$1,675	\$126,675
MONO	13,504	\$125,000	\$2,332	\$127,332
MONTEREY	431,892	\$125,000	\$74,583	\$199,583
NAPA	137,571	\$125,000	\$23,757	\$148,757
NEVADA	98,718	\$125,000	\$17,047	\$142,047
ORANGE	3,139,017	\$125,000	\$542,071	\$667,071
PLACER	339,577	\$125,000	\$58,641	\$183,641
PLUMAS	20,632	\$125,000	\$3,563	\$128,563
RIVERSIDE	2,107,653	\$125,000	\$363,966	\$488,966
SACRAMENTO	1,433,187	\$125,000	\$247,494	\$372,494
SAN BENITO	58,016	\$125,000	\$10,019	\$135,019
SAN BERNARDINO	2,060,950	\$125,000	\$355,901	\$480,901
SAN DIEGO	3,173,407	\$125,000	\$548,009	\$673,009
SAN FRANCISCO	845,559	\$125,000	\$146,018	\$271,018
SAN JOAQUIN	689,480	\$125,000	\$119,065	\$244,065
SAN LUIS OBISPO	270,429	\$125,000	\$46,700	\$171,700
SAN MATEO	745,858	\$125,000	\$128,801	\$253,801
SANTA BARBARA	431,312	\$125,000	\$74,482	\$199,482
SANTA CLARA	1,857,621	\$125,000	\$320,789	\$445,789
SANTA CRUZ	268,637	\$125,000	\$46,390	\$171,390
SHASTA	183,023	\$125,000	\$31,606	\$156,606
SIERRA	3,358	\$125,000	\$580	\$125,580
SISKIYOU	45,973	\$125,000	\$7,939	\$132,939
SOLANO	426,729	\$125,000	\$73,691	\$198,691
SONOMA	486,630	\$125,000	\$84,035	\$209,035
STANISLAUS	526,383	\$125,000	\$90,900	\$215,900
SUTTER	96,554	\$125,000	\$16,674	\$141,674
TEHAMA	62,836	\$125,000	\$10,851	\$135,851
TRINITY	13,959	\$125,000	\$2,411	\$127,411
TULARE	441,481	\$125,000	\$76,238	\$201,238
TUOLUMNE	56,335	\$125,000	\$9,728	\$134,728
VENTURA	836,080	\$125,000	\$144,381	\$269,381
YOLO	200,709	\$125,000	\$34,660	\$159,660
YUBA	72,900	\$125,000	\$12,589	\$137,589
TRIBAL NATIONS	71,287	\$125,000	\$12,310	\$137,310
<b>TOTALS</b>	<b>38,363,974</b>	<b>\$7,375,000</b>	<b>\$6,625,000</b>	<b>\$14,000,000</b>

## APPENDIX B – FY 09 VS. FY 10 EMPG ALLOCATIONS

Operational Area	2009 Allocation	2010 Allocation	Difference
ALAMEDA	\$260,727	\$393,816.07	\$133,089.07
ALPINE	\$80,149	\$125,207.40	\$45,058.40
AMADOR	\$84,551	\$131,575.96	\$47,024.96
BUTTE	\$105,824	\$163,120.54	\$57,296.54
CALAVERAS	\$85,451	\$132,941.41	\$47,490.41
COLUSA	\$82,599	\$128,798.62	\$46,199.62
CONTRA COSTA	\$203,434	\$308,124.46	\$104,690.46
DEL NORTE	\$83,475	\$130,102.41	\$46,627.41
EL DORADO	\$101,159	\$156,115.80	\$54,956.80
FRESNO	\$188,652	\$287,723.61	\$99,071.61
GLENN	\$83,424	\$130,049.23	\$46,625.23
HUMBOLDT	\$95,627	\$147,925.20	\$52,298.20
IMPERIAL	\$100,448	\$155,955.02	\$55,507.02
INYO	\$82,177	\$128,116.85	\$45,939.85
KERN	\$174,931	\$267,842.90	\$92,911.90
KINGS	\$97,927	\$151,722.27	\$53,795.27
LAKE	\$87,612	\$136,056.35	\$48,444.35
LASSEN	\$84,308	\$131,139.06	\$46,831.06
LOS ANGELES	\$1,303,508	\$1,919,778.89	\$616,270.89
MADERA	\$97,612	\$151,305.74	\$53,693.74
MARIN	\$110,313	\$169,660.24	\$59,347.24
MARIPOSA	\$82,162	\$128,161.23	\$45,999.23
MENDOCINO	\$90,692	\$140,577.50	\$49,885.50
MERCED	\$109,784	\$169,285.85	\$59,501.85
MODOC	\$81,151	\$126,674.73	\$45,523.73
MONO	\$81,656	\$127,331.98	\$45,675.98
MONTEREY	\$130,442	\$199,582.59	\$69,140.59
NAPA	\$96,101	\$148,756.87	\$52,655.87
NEVADA	\$91,814	\$142,047.42	\$50,233.42
ORANGE	\$446,880	\$667,070.74	\$220,190.74
PLACER	\$118,427	\$183,640.89	\$65,213.89
PLUMAS	\$82,502	\$128,562.90	\$46,060.90
RIVERSIDE	\$320,585	\$488,966.49	\$168,381.49
SACRAMENTO	\$246,594	\$372,494.27	\$125,900.27
SAN BENITO	\$86,845	\$135,018.67	\$48,173.67
SAN BERNARDINO	\$320,158	\$480,901.44	\$160,743.44
SAN DIEGO	\$446,897	\$673,009.48	\$226,112.48
SAN FRANCISCO	\$175,783	\$271,017.94	\$95,234.94
SAN JOAQUIN	\$160,489	\$244,064.96	\$83,575.96
SAN LUIS OBISPO	\$111,369	\$171,699.86	\$60,330.86
SAN MATEO	\$166,861	\$253,800.77	\$86,939.77
SANTA BARBARA	\$130,260	\$199,482.43	\$69,222.43
SANTA CLARA	\$294,110	\$445,788.95	\$151,678.95
SANTA CRUZ	\$111,278	\$171,390.40	\$60,112.40
SHASTA	\$101,482	\$156,605.89	\$55,123.89
SIERRA	\$80,413	\$125,579.89	\$45,166.89
SISKIYOU	\$85,442	\$132,938.99	\$47,496.99
SOLANO	\$130,308	\$198,691.00	\$68,383.00
SONOMA	\$137,051	\$209,035.19	\$71,984.19
STANISLAUS	\$141,756	\$215,900.06	\$74,144.06
SUTTER	\$91,122	\$141,673.72	\$50,551.72
TEHAMA	\$87,315	\$135,851.03	\$48,536.03
TRINITY	\$81,678	\$127,410.55	\$45,732.55
TULARE	\$130,803	\$201,238.49	\$70,435.49
TUOLUMNE	\$86,776	\$134,728.38	\$47,952.38
VENTURA	\$177,757	\$269,381.03	\$91,624.03
YOLO	\$102,971	\$159,660.05	\$56,689.05
YUBA	\$88,378	\$137,588.96	\$49,210.96
TRIBAL NATIONS	0	\$137,310.41	\$137,310.41
<b>TOTALS</b>	<b>\$9,100,000</b>	<b>\$14,000,000.00</b>	<b>\$4,900,000.00</b>

## **APPENDIX C –FY 10 EMPG TIMELINE**

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- May 14, 2010**      Submit applications to the appropriate Regional Office.
- June 1, 2010**      Regional Offices will complete review of applications and forward to the Emergency Grants Administration Section to process.
- July 1, 2010**      OAs will be notified of application approval and award.
- October 15, 2010**      A performance report is due to the appropriate Regional Office for the period July 1, 2010 through September 30, 2010.
- January 14, 2011**      A performance report is due to the appropriate Regional Office for the period October 1, 2010 through December 31, 2010.
- April 20, 2011**      A performance report is due to the appropriate Regional Office for the period January 1, 2011 through March 31, 2011.
- June 30, 2011**      All subgrant activities must be completed and all funds disbursed.
- July 30, 2011**
  - A final performance report is due to the appropriate Regional Office summarizing the entire year's activities and expenditures.
  - A final Reimbursement Request is due to the appropriate Regional Office.

## APPENDIX D – CAL EMA GOALS AND OBJECTIVES

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1. *Enhance prevention and detection capabilities to protect our state and critical infrastructure from all hazards.*

### **Objective 1.1**

**Strengthen information sharing and collaboration among all levels of government, private industry, non-governmental and community-based organizations.**

Enhance the State Terrorism Threat Assessment System by strengthening relationships with federal, state, local and private sector partners. Expand the Terrorism Liaison Officer Network and provide these first preventers with the best tools and training. Provide statewide strategic assessments of the current and emerging risks, as well as adversarial capabilities, throughout California. Identify and share best practices and innovative technologies to enhance the analytical capabilities of our state and local partners.

### **Objective 1.2**

**Implement the California critical infrastructure protection program.**

Implement the California critical infrastructure protection program and its concepts by allocating funding for critical infrastructure protection and providing a forum in which to coordinate efforts amongst the federal government and private owners/operators. Continue collaboration with the Department of Homeland Security (DHS) to ensure that security measures at high-risk facilities, systems and assets - to include our cyber infrastructure - are in place.

### **Objective 1.3**

**Strengthen our ability to identify and counter emerging threats.**

Enact policies and build programs that support our statewide ability to develop and deploy strategies and technologies aimed at the prevention of and protection from emerging threats, to include the ability to detect, and ultimately counter, chemical, biological, radiological, nuclear and explosive (CBRNE) devices. Engage in activities that include the development of plans, evaluation of mass-gathering facilities, exercises, assessment of critical infrastructure and allocation of funds based on risk.

### **Objective 1.4**

**Strengthen the capacity of Cal EMA's public safety and criminal justice programs to serve customers statewide. Enhance law enforcement and victim services programs.**

Invest in and manage key programs, resources and services to provide integrated and timely assistance and coordination by enhancing law enforcement and victim services programs. Support local and state government efforts to ensure public health and safety, by developing, fostering and maintaining working relationships with Agency taskforces, councils and coalitions to achieve public-safety and criminal-justice objectives.

### **Objective 1.5**

**Institutionalize hazard identification, risk assessment, and hazard-mitigation planning to reduce vulnerability and provide effective tools for planning, preparedness and recovery.**

Reduce vulnerability and provide tools for effective emergency management by identifying and targeting investments that reduce risk, developing after action and improvement plan reports following disasters and training exercises, participating in catastrophic disaster planning actions and developing a statewide approach to facilitating and coordinating recovery efforts.

*2. Strengthen California's ability to plan, prepare for and mitigate disasters, emergencies and terrorist events.*

**Objective 2.1**

**Enhance state and regional operational capabilities and readiness.**

Enhance the capabilities of Cal EMA staff through training and exercises to include credentialing and the development of EOC teams. Ensure that the California State Warning Center, Regional Emergency Operations Centers and the State Operational Center facilities are modernized. Continue to improve the Emergency Management, Law Enforcement and Fire and Rescue mutual aid systems through workshops, revised guidelines and plans and support of key partner agencies.

**Objective 2.2**

**Strengthen planning for both intentional and natural disasters.**

Improve capabilities through the full implementation of the National Incident Management System (NIMS), the National Response Framework (NRF), and the use of emergency technologies. In coordination with the State Emergency Plan (SEP), establish multi-agency coordination groups to develop emergency function capabilities, address key emergency functions for catastrophic events, and ensure the development of the Emergency Function Annex. Develop supporting plans to address all-hazards prevention and preparedness, while providing the necessary support for conducting state and regional exercises.

**Objective 2.3**

**Encourage citizen preparedness while integrating the needs of vulnerable populations.**

Provide education regarding the hazards facing Californians, the role of the emergency management community and what to expect when a disaster occurs. Through these efforts, incorporate the needs of vulnerable populations into early-warning notification systems, care and shelter plans, emergency response activities, prevention and planning efforts, transportation and evacuation plans, exercises and other emergency-related measures. Additionally, work to create community resource listings, citizen emergency plans, statewide exercises to assess citizen preparedness and community recovery plans. Provide tools and guidance to help prepare citizens for disasters.

**Objective 2.4**

**Provide tools to develop and maintain continuity plans for both the private and public sector.**

Provide integrated and timely assistance and coordination by developing and maintaining continuity plans on a statewide basis. Develop and exercise state continuity plans, and provide continuity guidance, templates and training for all partners.

**Objective 2.5**

**Enhance agriculture food systems and animal health preparedness.**

Continue partnership and collaboration with the California Department of Food and Agriculture, the California Department of Public Health, state, local and private stakeholders to defend and protect our agriculture and food systems which supply our State and Nation against accidental or intentional contamination and natural disasters.

### **Objective 2.6**

**Expand statewide training and exercises across all mission areas, while enhancing professional training for emergency management and homeland security disciplines.**

We will promote professional growth and a sustained workforce by enhancing professional training for emergency management and homeland security disciplines. This will include working with the Commission on Peace Officer Standard and Training (POST) and other professional organizations to develop public safety courses. Build and certify curricula for academic development, providing college credit - for bachelor and master degree programs, and making disaster and public administration related training available to staff.

### **Objective 2.7**

**Enhance resource management through implementation of the California Metrics project.**

Continue the state and national effort to develop a common structure and nomenclature for the inventory and assessment of emergency resources and capabilities. The Metrics project will enhance our resource management efforts through the development and implementation of a multi-disciplinary resource database to inventory, support and coordinate disaster and response capabilities across the State. Continuing to support and build public/private partnerships.

## ***3. Effectively respond to and quickly recover from both intentional and natural disasters.***

### **Objective 3.1**

**Institutionalize Recovery Planning.**

Enhance our ability to mitigate the effects associated with large scale events through the planning of recovery efforts in advance of any disaster. This will have a direct impact on our ability to recover quickly and to resume normal business practices. Effective planning will ensure that we continue to pre-position the appropriate resources in anticipation of events.

### **Objective 3.2**

**Strengthen statewide, national and international mutual-assistance compacts.**

Strengthen statewide, national and international mutual-assistance compacts. Work with various partners to develop new systems and agreements and provide exercises to strengthen existing compacts. In addition, create a forum for the exchange of information and best practices to further facilitate the development of mutual-assistance relationships and agreements.

### **Objective 3.3**

**Provide guidance and support for enhancing primary and alternate Emergency Operations Centers (EOCs) to increase regional readiness.**

Increase regional readiness by enhancing primary and alternate EOCs. Relevant activities include providing statewide exercises to enable participants to assess the functions of their EOCs and ensuring that all emergency facilities are appropriately equipped and that all reference resources are accurate and current. Develop a mobile command and control capability, and enhance our planning efforts with the Federal Emergency Management Agency to establish Joint Field Office operations.

**Objective 3.4**

**Expand the Standardized Emergency Management System (SEMS) to ensure inclusion of all customer groups.**

Work with California Volunteers to assist in citizen emergency planning and preparedness capabilities. In addition, continue to support public/private partnerships to include better utilization of the private sector, non-government organizations and volunteers in disaster planning and response and enhancing selected components of SEMS through a statewide exercise series.

**Objective 3.5**

**Strengthen alert and warning systems to ensure the delivery of clear and consistent public information.**

Strengthen alert and warning systems by utilizing innovative and reliable technologies to improve current systems. Refine policies and procedures to ensure the communication needs of diverse and at-risk populations are met and develop relationships with other local, state agency and private partners to strengthen Cal EMA's ability to provide all citizens with notice of an impending disaster. Use tools such as videos and social media outlets to provide real-time, coordinated emergency information to educate and inform the public about Cal EMA's mission, provide disaster-related resource information, and to improve overall information gathering and dissemination.

**Objective 3.6**

**Enhance Geographic Information system (GIS) and information-mapping capabilities.**

Provide accurate, real-time communications by enhancing GIS and information-mapping capabilities. Activities to this end include replacing and implementing data servers that support mapping tools, developing a reference library for maps, providing situational awareness and modeling tools, and generating maps.

**Objective 3.7**

**Strengthen operable and interoperable communications.**

Enhance operable and interoperable communications through the assessment of tactical interoperable communication plans, investment in communications infrastructures, improvement of interoperability and the enhancement of existing systems.

***4. Responsible and accountable investments of homeland security and emergency management funding.***

**Objective 4.1**

**Streamline grant application and approval processes.**

In collaboration with our state and local partners, identify processes to improve the application and approval process for homeland security and emergency management grant programs. Educate policy makers on unduly burdensome federal requirements and the benefits of providing more flexibility to our state and local partners. Reduce, wherever possible, growth of overly bureaucratic requirements that do not enhance operational effectiveness.

**Objective 4.2**

**Provide technical assistance and resources to customers.**

Provide technical assistance and resources such as the distribution of funds, establishment of programs, creations of networks and the development of plans and strategies.

**Objective 4.3**

**Ensure transparency and accountability.**

Invest in training and technology to enhance the transparency and accountability of investments.

5. *Strengthen and unify operations and management to increase operational efficiency and effectiveness.*

**Objective 5.1**

**Develop and implement Agency retention plans.**

Foster an environment that promotes professional growth and a sustained workforce by developing a workforce retention and succession plan to ensure essential competencies exist and are sustainable.

**Objective 5.2**

**Increase organizational opportunities for learning and professional growth.**

Increase organizational opportunities for professional growth and development by providing training, information sharing, continuous professional education, and performance evaluations. In addition, provide the necessary support, tools and resources to enable Cal EMA staff to conduct their work in a pleasant working environment.

**Objective 5.3**

**Coordinate and align California's emergency management planning efforts to achieve overall consistency.**

Enhance operational efficiency through effective planning and management of key initiatives, assets and resources. Achieve consistency by producing and maintaining mandated reports, assisting other agencies and organizations in emergency management planning efforts, and following standard document-control procedures. Agency efforts to this end include developing consistent project management, enhancing emergency management programs, coordinating services and resources with local and federal government agencies, and effectively managing reference and resource plans and materials.

**Objective 5.4**

**Develop networks for identifying and sharing lessons learned and best practices.**

Develop networks for soliciting and sharing best practices by including accurate and timely compilation of after-action issues and effective corrective-action reports. Provide staff with procedures to effectively perform job responsibilities.

## APPENDIX E – FORMS

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The forms required for this subgrant include the following:

- Application for Assistance
- Program Narrative
- Budget Worksheet
- Governing Body Resolution
- Grant Assurances
- Performance Report
- Reimbursement Request
- Final Performance Report
- Project Proposal Form (Optional)
- Project Budget Form (Optional)

# FY10 EMERGENCY MANAGEMENT PERFORMANCE GRANT APPLICATION FOR ASSISTANCE

**Applicant:** \_\_\_\_\_  
(County)

**Contact Information:**

\_\_\_\_\_  
*Authorized Agent Mailing Address*

\_\_\_\_\_  
*Name/Title*

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

\_\_\_\_\_  
*Area Code/Office Telephone Number*

\_\_\_\_\_  
*E-Mail Address*

**Funding**

**Required Documents**

<i>Allocated Amount (from Appendix A)</i>	\$ _____	<input type="checkbox"/> Application for Assistance  <input type="checkbox"/> Governing Body Resolution  <input type="checkbox"/> Program Narrative  <input type="checkbox"/> Grant Assurances  <input type="checkbox"/> Budget Worksheet  <input type="checkbox"/> Additional Project Proposal (Optional)
<i>Amount Requested per Budget Worksheet</i>	\$ _____	
<i>Difference</i>	\$ _____	
<i>For Cal EMA Use Only</i>		
<i>Additional Project</i>	\$ _____	
<b>SUBGRANT TOTAL</b>	<b>\$ _____</b>	

**Certification and Signature of Authorized Agent**

*I hereby certify I am vested with the authority, and have the approval of the Operational Area, to enter into this subgrant award agreement; and all funds received pursuant to this agreement will be spent exclusively on the purposes specified. The grant recipient signifies acceptance of this grant award and agrees to administer the subgrant in accordance with the laws, regulations, guidance documents that apply to this grant program, the Cal EMA Recipient Subgrant Guide for Local Governments, and the Cal EMA audit requirements.*

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

\_\_\_\_\_  
*Printed Name*

\_\_\_\_\_  
*Title*

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

**For Cal EMA USE ONLY**

Application Reviewed/Subgrant Award Approved: \_\_\_\_\_  
*Agency Secretary's Signature* *Date*

Subgrant Performance Period: July 1, 2010 to June 30, 2011

Cal EMA ID # \_\_\_\_\_-00000      CFDA # 97.042      Award # 2010

**DRAFT--Contact the Office of the City Clerk at (408) 535-1260 or CityClerk@sanjoseca.gov for final document.**

**FY10 EMERGENCY MANAGEMENT PERFORMANCE GRANT  
PROGRAM NARRATIVE**

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Overview:

<b>GOAL/ OBJECTIVE</b>	<b>ACTIVITY</b>	<b>TASK(S) TO BE COMPLETED</b>

**This year's additional funding will be spent on the following activity(ies):**

<b>GOAL/ OBJECTIVE</b>	<b>ACTIVITY</b>	<b>TASK(S) TO BE COMPLETED</b>

**FY10 EMERGENCY MANAGEMENT PERFORMANCE GRANT  
BUDGET WORKSHEET**

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*Double click on the charts below to open them as an Excel spreadsheet*

**This year's regular funding will be spent as follows:**

Personal Services	
Operating Expenses	
Equipment	
Management and Admin.	
Pass thru to locals	
<b>TOTAL</b>	<b>\$ -</b>

**This year's additional funding will be spent as follows:**

Personal Services	
Operating Expenses	
Equipment	
Management and Admin.	
Pass thru to locals	
<b>TOTAL</b>	<b>\$ -</b>

**FY10 EMERGENCY MANAGEMENT PERFORMANCE GRANT  
GOVERNING BODY RESOLUTION**

---

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

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

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

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

\_\_\_\_\_  
(Name or 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)

## APPENDIX G – ACRONYMS

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### INSTRUCTION SHEET FOR THE GOVERNING BODY RESOLUTION

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**Purpose**                    The purpose of the Governing Body Resolution is to appoint individuals to act on behalf of the governing body and the OA.

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**Authorized Agent(s)**        The Governing Body Resolution allows for the appointment of individuals or positions. **For each person or position appointed by the governing body, submit the following information, with the resolution, to Cal EMA on the applicant's letterhead:**

- |                                        |                                         |
|----------------------------------------|-----------------------------------------|
| <input type="checkbox"/> Jurisdiction  | <input type="checkbox"/> Telephone      |
| <input type="checkbox"/> Grant Program | <input type="checkbox"/> Fax #          |
| <input type="checkbox"/> Name          | <input type="checkbox"/> Cell Phone #   |
| <input type="checkbox"/> Title         | <input type="checkbox"/> E-Mail Address |
| <input type="checkbox"/> Address       |                                         |
| <input type="checkbox"/> City          |                                         |
| <input type="checkbox"/> Zip Code      |                                         |
- 

- Authorized Agent Changes**
- If the Governing Body Resolution identified Authorized Agents by position and/or title, changes can be made by submitting new Authorized Agent information to Cal EMA, as indicated above.
  - If the Governing Body Resolution identified Authorized Agents by name, a new Resolution is needed when any changes are made. The information list above must also be submitted with the new Resolution.
-

**ADDENDUM TO THE GOVERNING BODY RESOLUTION**

The Governing Body Resolution allows for the appointment of individuals or positions. **For each person or position appointed by the governing body, submit the following information, with the resolution, to Cal EMA on the applicant's letterhead:**

- Jurisdiction
- Grant Program
- Name
- Title
- Address
- City
- Zip Code
- Telephone
- Fax #
- Cell Phone #
- E-Mail Address

## **FY 10 EMERGENCY MANAGEMENT PERFORMANCE GRANT ASSURANCES, CERTIFICATIONS, TERMS, AND CONDITIONS**

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### **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 44 C.F.R. pt.13 (administrative requirements for grants and cooperative agreements). The applicant also specifically assures and certifies that:

1. Has the legal authority to apply for Federal assistance, and the institutional, managerial and financial capability (including funds sufficient to pay the non-Federal share of project costs) to ensure proper planning, management and completion of the project described in this application.
2. 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; and will establish a proper accounting system in accordance with generally accepted accounting standards or agency directives.
3. 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.
4. Will initiate and complete the work within the applicable time frame after receipt of approval of the awarding agency.
5. Will comply with the Intergovernmental Personnel Act of 1970 (42 U.S.C. §§ 4728-4763) relating to prescribed standards for merit systems for programs funded under one of the nineteen statutes or regulations specified in Appendix A of OPM's Standards for a Merit System of Personnel Administration (5 C.F.R. 900, Subpart F).
6. Will comply with all Federal statutes relating to nondiscrimination. These include but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race, color or national origin; (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §§ 1681-1683, and 1685-1686), which prohibits discrimination on the basis of sex; (c) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794), which prohibits discrimination on the basis of handicaps; (d) the Age Discrimination Act of 1975, as amended (42 U.S.C. §§ 6101-6107), which prohibits discrimination on the basis of age; (e) the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-2S5), as amended, relating to nondiscrimination on the basis of drug abuse; (f) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism; (g) §§ 523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. 290 dd-3 and 290 ee-3), as amended, relating to confidentiality of alcohol and drug abuse patient records; (h) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. § 3601 et seq.), as amended, relating to non-discrimination in the sale, rental or financing of housing; (i) any other nondiscrimination provisions in the specific statute(s) under which application for Federal assistance is being made; and (j) the requirements of any other nondiscrimination statute(s) which may apply to the application.

## APPENDIX G – ACRONYMS

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7. Will comply, or has already complied, with the requirements of Titles II and 111 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 purchases.
8. Will comply with the 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.
9. Will comply, as applicable, with the provisions of the Davis-Bacon Act (40 U.S.C. §§ 276a to 276a7), the Copeland Act (40 U.S.C. § 276c and 18 U.S.C. §§ 874), and the Contract Work Hours and Safety Standards Act (40 U.S.C. §§ 327-33.3), regarding labor standards for federally assisted construction subagreements.
10. Will comply, if applicable, with flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973 (P.L. 93234) which requires recipients in a special flood hazard area to participate in the program and to purchase flood insurance if the total cost of insurable construction and acquisition is \$10,000 or more.
11. Will comply with environmental standards which may be prescribed pursuant to the following: (a) institution of environmental quality control measures under the National Environmental Policy Act of 1969 (P.L. 91-190) and Executive Order (EO) 11514; (b) notification of violating facilities pursuant to EO 11738; (c) protection of wetlands pursuant to EO 11990; (d) evaluation of flood hazards in floodplains in accordance with EO 11988; (e) 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.); (f) conformity of Federal actions to State (Clear Air) Implementation Plans under Section 176(c) of the Clear Air Act of 1955, as amended (42 U.S.C. § 7401 et seq.); (g) protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended, (P.L. 93-523); and (h) protection of endangered species under the Endangered Species Act of 1973, as amended, (P.L. 93-205).
12. Will comply with the 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.
13. Will assist the awarding agency in assuring compliance with Section 106 of the National Historic Preservation Act of 1966, as amended (16 U.S.C. 470), EO 11593 (identification and protection of historic properties), and the Archaeological and Historic Preservation Act of 1974 (16 U.S.C. 469a-1 et seq.).
14. Will comply with P.L. 93-348 regarding the protection of human subjects involved in research, development, and related activities supported by this award of assistance.
15. Will comply with the Laboratory Animal Welfare Act of 1966 (P.L. 89-544, as amended, 7 U.S.C. 2131 et seq.) pertaining to the care, handling, and treatment of warm blooded animals held for research, teaching, or other activities supported by this award of assistance.

## APPENDIX G – ACRONYMS

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16. Will comply with the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. §§ 4801 et seq.) which prohibits the use of lead based paint in construction or rehabilitation of residence structures.
17. Will cause to be performed the required financial and compliance audits in accordance with the Single Audit Act of 1984 or OMB Circular No. A-133, Audits of Institutions of Higher Learning and other Non-profit Institutions.
18. Will comply with all applicable requirements of all other Federal laws, executive orders, regulations and policies governing this program.

## CERTIFICATIONS

### Certification for Contracts, Grants, Loans, and Cooperative Agreements

The undersigned certifies, to the best of his or her knowledge and belief, that:

- (1) 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.
- (2) 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.
- (3) 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. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

### Statement for Loan Guarantees and Loan Insurance

The undersigned states, to the best of his or her knowledge and belief, that:

If any 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 commitment providing for the United States to insure or guarantee a loan, the undersigned shall complete and submit Standard Form-LLL,

## APPENDIX G – ACRONYMS

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"Disclosure Form to Report Lobbying," in accordance with its instructions. Submission of this statement is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required statement shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

### DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS (DIRECT

#### RECIPIENT):

As required by Executive Order 12549, Debarment and Suspension, and implemented at 44 CFR, Part 17:

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.

3. CERTIFICATIONS REGARDING DRUG-FREE WORKPLACE REQUIREMENTS: This certification commits the applicant to compliance with the certification requirements under 44 CFR, Part 17 *Government-wide Requirements for Drug-Free Workplace (Grants)*.

A. The grantee certifies that it will or will continue to provide a drug-free workplace by:

- (a) Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition;
- (b) Establishing an ongoing drug-free awareness program to inform employees about—
  - (1) The dangers of drug abuse in the workplace;
  - (2) The grantee's policy of maintaining a drug-free workplace;
  - (3) Any available drug counseling, rehabilitation, and employee assistance programs; and
  - (4) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;

## APPENDIX G – ACRONYMS

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- (c) Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph (a);
- (d) Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the grant, the employee will—
  - (1) Abide by the terms of the statement; and
  - (2) Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction;
- (e) Notifying the agency in writing, within ten calendar days after receiving notice under subparagraph (d)(2) from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to every grant officer or other designee on whose grant activity the convicted employee was working, unless the Federal agency has designated a central point for the receipt of such notices. Notice shall include the identification number(s) of each affected grant;
- (f) Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph (d)(2), with respect to any employee who is so convicted—
  - (1) Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or
  - (2) Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency;
- (g) Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (a), (b), (c), (d), (e) and (f).

### 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

## APPENDIX G – ACRONYMS

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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.

**APPENDIX G – ACRONYMS**

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

# FY 10 EMERGENCY MANAGEMENT PERFORMANCE GRANT PERFORMANCE REPORT

Jurisdiction Name: \_\_\_\_\_

Cal EMA ID# \_\_\_\_\_ Date of report: \_\_\_\_\_ Quarter # \_\_\_\_\_ Grant # \_\_\_\_\_

ACTIVITY	TASK(S) TO BE COMPLETED	STATUS
	•	•
	•	•
	•	•
	•	•

**Additional funding activity status:**

ACTIVITY	TASK(S) TO BE COMPLETED	STATUS
	•	•

*I am the duly appointed Authorized Agent and certify that the above activities and expenditures are true and correct.*

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

\_\_\_\_\_  
*Printed Name*

\_\_\_\_\_  
*Title*

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

CalEMA use only	
Reviewed by: _____	Date: _____
Comments:	

# FY 10 EMERGENCY MANAGEMENT PERFORMANCE GRANT REIMBURSEMENT REQUEST

Award # \_\_\_\_\_

Mail Reimbursement Request to your Regional Office:

CalEMA Coastal Region 1300 Clay Street, Suite 400 Oakland, CA 94612	CalEMA Inland Region 3650 Schriever Avenue Mather, CA 95655	CalEMA Southern Region 4671 Liberty Avenue Los Alamitos, CA 90720
------------------------------------------------------------------------------	----------------------------------------------------------------------	----------------------------------------------------------------------------

Subgrantee: \_\_\_\_\_  
Cal EMA ID #: \_\_\_\_\_

1. Check the Final Reimbursement Request box if this is your final request.  **Final Reimbursement Request**

	Cumulative Previously Requested Amount	+	Current Requested Amount	=	Cumulative Amount to Date
2. Federal Funds Expended (A3 = A1 + A2)	A1		A2		A3
				+	
Local Subgrant Match Expended (B3 = B1 + B2)	B1		B2		B3
				=	
Total Subgrant Expenditures (C = A3 + B3)					C
3. Total Emergency Program Expenditures (C + Additional Local Expenditures)					

Under penalty of perjury, I certify that:

- I am the duly Authorized Agent of the claimant herein.
- This reimbursement request is in all respects true, correct, and in accordance with applicable laws, rules, regulations, subgrant conditions and assurances.
- All funds requested as a reimbursement have been matched with local funds.
- Emergency Program Expenditures may not be used for any other match.

**Authorized Agent (Per Governing Body Resolution/State Agency Signature Authority Form)**

Printed Name	Phone No.
Title	E-Mail Address
Mailing Address	Fax No.
City, State, Zip Code	
Signature	Date

Check this box if this is a **new address** for the Authorized Agent.

# INSTRUCTION SHEET FOR THE REIMBURSEMENT REQUEST

Award Number	The Award Number is identified on the <i>Notification of Application Approval</i> letter.												
Subgrantee	The subgrantee is the agency identified in the original subgrant application and indicated in the <i>Notification of Application Approval</i> letter. Do not identify any sub-departments or offices as the subgrantee.												
Cal EMA ID #	The Cal EMA ID# is identified on the <i>Notification of Application Approval</i> letter.												
1. Final Reimbursement Request	Check the box if this is the final Reimbursement Request.												
2. Federal Funds Expended	<p><u>Cumulative Previously Requested Amount (Box A1)</u>: In this box include cumulative federal funds previously requested on all previous reimbursement requests. If this is the first reimbursement request submitted, leave this box blank.</p> <p><u>Current Requested Amount (Box A2)</u>: In this box include current requested federal funds for this reimbursement request.</p> <p><u>Cumulative Amount to Date (Box A3)</u>: The amount in this box (A3) should equal box A1 plus box A2.</p>												
Local Subgrant Match Expended	<p><u>Cumulative Previously Requested Amount (Box B1)</u>: In this box include the cumulative local subgrant match previously requested on all previous reimbursement requests (Box B1 equals Box A1). If this is the first reimbursement request submitted, leave this box blank.</p> <p><u>Current Requested Amount (Box B2)</u>: In this box include the current local subgrant match expended for this reimbursement request (Box B2 equals Box A2).</p> <p><u>Cumulative Amount to Date (Box B3)</u>: The amount in this box (B3) should equal box B1 plus box B2 (Box B3 equals Box A3). (This ensures compliance with non-federal match requirements.)</p>												
Total Subgrant Expenditures	<u>Cumulative Amount to Date (Box C)</u> : The amount in this box (C) should equal box A3 plus box B3. (This figure is used to calculate your payment in the Automated Ledger System (ALS). ALS uses the following formula to calculate your payment: Box C divided by 2 minus previous payments = this payment)												
3. Total Emergency Program Expenditures	In this box, indicate <u>all</u> cumulative program funds expended. This includes box C plus all additional local non-federal expenditures. Exclude any local expenses that are being used as a match requirement(s) for other federal programs.												
Definition of Expenditure	For the purpose of this form, expenditure is defined as the actual payment of funds, by subgrantees, to contractors, vendors, employee labor, equipment, etc.												
Authorized Agent Information	Complete all line items requested and ensure that the form is signed by an Authorized Agent named in the Governing Body Resolution, or the State Agency Signature Authority form.												
Address Changes	Indicate a change of address by checking the box shown and noting the address in the area marked "mailing address". The new address will be used to update Cal EMA's records.												
Supporting Documents	Supporting documents are not required to be submitted with the Reimbursement Request; however, the state reserves the right to request documentation at any time. Subgrantees are reminded to maintain documents that support the expenditure and reimbursement amounts shown on the request.												
Mail	Mail the original Reimbursement Request form to your Cal EMA Regional office at:												
	<table style="width: 100%; border: none;"> <tr> <td style="width: 33%;">Cal EMA</td> <td style="width: 33%;">Cal EMA</td> <td style="width: 33%;">Cal EMA</td> </tr> <tr> <td>Coastal Region</td> <td>Inland Region</td> <td>Southern Region</td> </tr> <tr> <td>1300 Clay Street, Suite 400</td> <td>3650 Schriever Avenue</td> <td>4671 Liberty Avenue</td> </tr> <tr> <td>Oakland, CA 94612</td> <td>Mather, CA 95655</td> <td>Los Alamitos, CA 90720</td> </tr> </table>	Cal EMA	Cal EMA	Cal EMA	Coastal Region	Inland Region	Southern Region	1300 Clay Street, Suite 400	3650 Schriever Avenue	4671 Liberty Avenue	Oakland, CA 94612	Mather, CA 95655	Los Alamitos, CA 90720
Cal EMA	Cal EMA	Cal EMA											
Coastal Region	Inland Region	Southern Region											
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Oakland, CA 94612	Mather, CA 95655	Los Alamitos, CA 90720											

**FY 10 EMERGENCY MANAGEMENT PERFORMANCE GRANT  
FINAL PERFORMANCE REPORT**

**Jurisdiction Name** \_\_\_\_\_

Cal EMA ID# \_\_\_\_\_ Date of Report: \_\_\_\_\_ Quarter # \_\_\_\_\_ Grant # \_\_\_\_\_

ACTIVITY	ACTIVITY SUMMARY
	Complete? Yes <input type="checkbox"/> No <input type="checkbox"/> Summary:
	Complete? Yes <input type="checkbox"/> No <input type="checkbox"/> Summary:
	Complete? Yes <input type="checkbox"/> No <input type="checkbox"/> Summary:
	Complete? Yes <input type="checkbox"/> No <input type="checkbox"/> Summary:

Additional funding activity status:

ACTIVITY	ACTIVITY SUMMARY
	Complete? Yes <input type="checkbox"/> No <input type="checkbox"/> Summary:

# APPENDIX G – ACRONYMS

(Double click on the charts below to open them as an Excel spreadsheet)

### Final Subgrant Expenditures:

Personal Services	
Operating Expenses	
Equipment	
Management & Admin	
Pass thru to locals	
TOTAL	\$ -

### Final Additional Funding Expenditures:

Personal Services	
Operating Expenses	
Equipment	
Management & Admin	
Pass thru to locals	
TOTAL	\$ -

*I am the duly appointed Authorized Agent and certify that the above activities and expenditures are true and correct.*

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

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

Cal EMA use only	
Reviewed by: _____	Date: _____
Comments: _____	

## INSTRUCTION SHEET FOR THE FINAL PREFORMANCE REPORT

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<b>Jurisdiction</b>	Enter the Operational Area name.			
<b>Cal EMA ID #</b>	Enter the Cal EMA ID#.			
<b>Date of Report</b>	This would be the date the report is completed.			
<b>Activity</b>	List one of the specific activities you had in your application.			
<b>Activity Summary Complete?</b>	Indicate whether or not you completed this activity. Double click on the appropriate box and a pop-up window will allow you to put an "x" in the box.			
<b>Activity Summary</b>	In the space below these boxes, describe what was done from start to finish on this activity.  Repeat for each of your activities.			
<b>Final Subgrant Expenditures and Additional Funding Expenditures</b>	Double click on this chart and it will open as an Excel spreadsheet. Enter the final figures of your program expenditures by category. The total should be equal to or less than your subgrant award (federal portion only, not your match funds,)			
<b>Certification</b>	Have the authorized agent sign the form. Please print the name, title and date as well.			
<b>Mail</b>	Mail the original Reimbursement Request form to your Cal EMA Regional office at:  <table style="width: 100%; border: none;"><tr><td style="width: 33%;">Cal EMA Coastal Region 1300 Clay Street, Suite 400 Oakland, CA 94612</td><td style="width: 33%;">Cal EMA Inland Region 3650 Schriever Avenue Mather, CA 95655</td><td style="width: 33%;">Cal EMA Southern Region 4671 Liberty Avenue Los Alamitos, CA 90720</td></tr></table>	Cal EMA Coastal Region 1300 Clay Street, Suite 400 Oakland, CA 94612	Cal EMA Inland Region 3650 Schriever Avenue Mather, CA 95655	Cal EMA Southern Region 4671 Liberty Avenue Los Alamitos, CA 90720
Cal EMA Coastal Region 1300 Clay Street, Suite 400 Oakland, CA 94612	Cal EMA Inland Region 3650 Schriever Avenue Mather, CA 95655	Cal EMA Southern Region 4671 Liberty Avenue Los Alamitos, CA 90720		

**FY10 EMERGENCY MANAGEMENT PERFORMANCE GRANT  
PROJECT PROPOSAL FORM**

**Project Name:**

EMAP #:	
Cal EMA Strategic Plan Objective:	
National Priority/Target Capability:	
Project Description:	
Budget Narrative	
Milestones: (List activities and the estimated time of completion)	

# FY10 EMERGENCY MANAGEMENT PERFORMANCE GRANT PROJECT BUDGET FORM

Agency Name:

FY 10 EMERGENCY MANAGEMENT PERFORMANCE GRANT (EMPG)

Project Name:

Personal Services							
Position	# of positions	Monthly Salary	Months on project	% of time on project	Total	Current Position Fund	Functional Role
					-		
					-		
					-		

Personal Services Cost Summary	
Permanent Salaries	-
Temporary Help	
Staff Benefits	
Total Personal Services	-
Operating Expense & Equipment	
General Expense	
Printing	
Postage	
Travel In-State	
Consultant & Prof - Internal to your agency	
Consultant & Prof - External (Outside your agency)	
Data Processing	
Equipment	
Other Items	
Total Oper Expense & Equip	-
Indirect / Overhead	
Indirect / Overhead	
Total Indirect	-
TOTAL PROPOSED PROJECT BUDGET	
	-

## APPENDIX F – PROJECT PROPOSAL REFERENCE MATERIALS

### EMAP #

4.1	Administration & Finance	4.9	Mutual Aid
4.2	Laws and Authorities	4.10	Communications and Warning
4.3	Hazard Identification, Risk Assessment and Consequence Analysis	4.11	Operations and Procedures
4.4	Hazard Mitigation	4.12	Facilities
4.5	Prevention and Security	4.13	Training
4.6	Planning	4.14	Exercises, Evaluations, and Correctional Actions
4.7	Incident Management	4.15	Crisis Communications, Public education and Information
4.8	Resource Management & Logistics		

### CAL EMA STRATEGIC PLAN OBJECTIVES

#### Objective 1.1

Strengthen information sharing and collaboration among all levels of government, private industry, nongovernmental and community-based organizations.

#### Objective 1.2

Implement the California critical infrastructure protection program.

#### Objective 1.3

Strengthen our ability to identify and counter emerging threats.

#### Objective 1.4

Strengthen the capacity of Cal EMA's public safety and criminal justice programs to serve customers statewide. Enhance law enforcement and victim services programs.

#### Objective 1.5

Institutionalize hazard identification, risk assessment, and hazard-mitigation planning to reduce vulnerability and provide effective tools for planning, preparedness and recovery.

#### Objective 2.1

Enhance state and regional operational capabilities and readiness.

#### Objective 2.2

Strengthen planning for both intentional and natural disasters.

#### Objective 2.3

Encourage citizen preparedness while integrating the needs of vulnerable populations.

#### Objective 2.4

Provide tools to develop and maintain continuity plans for both the private and public sector.

## APPENDIX G – ACRONYMS

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### Objective 2.5

Enhance agriculture food systems and animal health preparedness.

### Objective 2.6

Expand statewide training and exercises across all mission areas, while enhancing professional training for emergency management and homeland security disciplines.

### Objective 2.7

Enhance resource management through implementation of the California Metrics project.

### Objective 3.1

Institutionalize Recovery Planning

### Objective 3.2

Strengthen statewide, national and international mutual-assistance compacts.

### Objective 3.3

Provide guidance and support for enhancing primary and alternate Emergency Operations Centers (EOCs) to increase regional readiness.

### Objective 3.4

Expand the Standardized Emergency Management System (SEMS) to ensure inclusion of all customer groups.

### Objective 3.5

Strengthen alert and warning systems to ensure the delivery of clear and consistent public information.

### Objective 3.6

Enhance Geographic Information system (GIS) and information-mapping capabilities.

### Objective 3.7

Strengthen operable and interoperable communications.

### Objective 4.1

Streamline grant application and approval processes

### Objective 4.2

Provide technical assistance and resources to customers.

### Objective 4.3

Ensure transparency and accountability

### Objective 5.1

Develop and implement Agency retention plans.

### Objective 5.2

Increase organizational opportunities for learning and professional growth.

## APPENDIX G – ACRONYMS

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### Objective 5.3

Coordinate and align California’s emergency management planning efforts to achieve overall consistency.

### Objective 5.4

Develop networks for identifying and sharing lessons learned and best practices.

## NATIONAL PRIORITIES

1. Expand Regional Collaboration
2. Implement the National Incident Management System and National Response Plan
3. Implement the National Infrastructure Protection Plan
4. Strengthen Information Sharing and Collaboration Capabilities
5. Strengthen Interoperable and Operable Communications Capabilities
6. Strengthen CBRNE Detection, Response, and Decontamination Capabilities
7. Strengthen Medical Surge and Mass Prophylaxis Capabilities
8. Strengthen Planning and Citizen Preparedness Capabilities

## TARGET CAPABILITIES

<b>Common Mission Area</b> Communications Community Preparedness and Participation Planning Risk Management Intelligence/Information Sharing and Dissemination
<b>Prevent Mission Area</b> CBRNE Detection Information Gathering and Recognition of Indicators and Warnings Intelligence Analysis and Production Counter-Terror Investigations and Law Enforcement
<b>Protect Mission Area</b> Critical Infrastructure Protection Epidemiological Surveillance and Investigation Food and Agriculture Safety and Defense Laboratory Testing
<b>Recover Mission Area</b> Economic and Community Recovery Restoration of Lifelines Structural Damage Assessment

## APPENDIX G – ACRONYMS

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### Respond Mission Area

Animal Health Emergency Support  
Citizen Evacuation and Shelter-in-Place  
Critical Resource Logistics and Distribution  
Emergency Operations Center Management  
Emergency Public Information and Warning  
Environmental Health  
Explosive Device Response Operations  
Fatality Management  
Fire Incident Response Support  
Isolation and Quarantine  
Mass Care (Sheltering, Feeding, and Related Services)  
Mass Prophylaxis  
Medical Supplies Management and Distribution  
Medical Surge  
Onsite Incident Management  
Emergency Public Safety and Security Response  
Responder Safety and Health  
Emergency triage and pre-hospital treatment  
Search and Rescue (land-based)  
Volunteer Management and Donations  
WMD/Hazardous Materials Response and Decontamination

## APPENDIX G – ACRONYMS

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A & W	Alert and Warning
AAR	After Action Report
ARC	American Red Cross
ARP	Accidental Risk Prevention
BSA	California Bureau of State Audits
CAER	Community Awareness & Emergency Response
Cal ARP	California Accidental Release Prevention
Cal EMA	California Emergency Management Agency
Cal EPA	California Environmental Protection Agency
CAR	Capability Assessment for Readiness
CBO	Community based organization
CBRN	Chemical, Biological, Radiological, or Nuclear materials
CDF	California Department of Forestry and Fire Protection
CDMG	California Division of Mines and Geology
CEC	California Energy Commission or California Emergency Council
CERCLA	Comprehensive Environmental Response, Compensation, and Liability Act
CERT	Community Emergency Response Team
CEPEC	California Earthquake Prediction Evaluation Council
CESRS	California Emergency Services Radio System
CFDA	Catalog of Federal Domestic Assistance
CFR	Code of Federal Regulations
CHIP	California Hazard Identification Program
CHMIRS	California Hazardous Material Incident Reporting System
CHP	California Highway Patrol
CLETS	California Law Enforcement Telecommunications System
COG	Continuity of Government
COOP	Continuity of Operations
CSTI	California Specialized Training Institute
CUPA	Certified Unified Program Agency
DFO	Disaster Field Office
DGS	California Department of General Services
DHS	U.S. Department of Homeland Security
DHS-RHB	California Department of Health Services, Radiological Health Branch
DOC	Department Operations Center
DOE	Department of Energy (U.S.)
DOF	California Department of Finance
DOJ	California Department of Justice
DSR	Disaster Survey Report
DSW	Disaster Service Worker
DWR	California Department of Water Resources
EAS	Emergency Alerting System
EDIS	Emergency Digital Information System
EERI	Earthquake Engineering Research Institute
EMA	Emergency Management Assistance
EMAP	Emergency Management Accreditation Program
EMF	Emergency Management Function
EMI	Emergency Management Institute
EMMA	Emergency Managers Mutual Aid
EMPG	Emergency Management Performance Grant
EMS	Emergency Medical Services
EOC	Emergency Operations Center
EOP	Emergency Operations Plan
EPA	Environmental Protection Agency (U.S.)
EPEDAT	Early Post Earthquake Damage Assessment Tool

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EPI	Emergency Public Information
EPIC	Emergency Public Information Council
EP&R	Emergency Preparedness and Response (DHS Directorate)
ESF	Emergency Service Functions (Federal)
FEMA	Federal Emergency Management Agency
FIR	Final Inspection Reports
FIREScope	Fire Fighting Resources of Southern California Organized for Potential Emergency
FMA	Flood Management Assistance
FSR	Feasibility Study Report
FY	Fiscal Year
GIS	Geographical Information System
HAZMAT	Hazardous Material
HAZMIT	Hazardous Mitigation
HAZUS	Hazards-United States (an earthquake damage assessment prediction tool)
HCD	Housing and Community Development
HEICS	Hospital Emergency Incident Command System
HEPG	Hospital Emergency Planning Guidance
HMEP	Hazardous Materials Emergency Preparedness
HMGP	Hazard Mitigation Grant Program
IDE	Initial Damage Estimate
IA	Individual Assistance
IFGP	Individual & Family Grant Program
IPA	Information and Public Affairs (of CalEMA)
IRG	Incident Response Geographic Information System
LEMA	Law Enforcement Mutual Aid
LEPC	Local Emergency Planning Committee
M&A	Management and Administrative
MARAC	Mutual Aid Regional Advisory Council
MOU	Memorandum of Understanding
NBC	Nuclear, Biological, Chemical
NEMA	National Emergency Management Agency
NEMIS	National Emergency Management Information System
NFIP	National Flood Insurance Program
NIMCAST	National Incident Management Capability Assessment Tool
NIMS	National Incident Management System
NOAA	National Oceanic and Atmospheric Association
NPP	Nuclear Power Plant
NSF	National Science Foundation
NWS	National Weather Service
OA	Operational Area
OASIS	Operational Area Satellite Information System
OCC	Operations Coordination Center
OSHPD	Occupational Safety and Health Protection Division
OSPR	Oil Spill Prevention and Response
PA	Public Assistance
PDA	Preliminary Damage Assessment
POST	Police Officer Standards and Training
PSA	Public Service Announcement
RAMP	Regional Assessment of Mitigation Priorities
RAPID	Railroad Accident Prevention & Immediate Deployment
RDO	Radiological Defense Officer
RDMHC	Regional Disaster Medical Health Coordinator
REOC	Regional Emergency Operations Center
REPI	Reserve Emergency Public Information

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RES	Regional Emergency Staff
RIMS	Response Information Management System
RMP	Risk Management Plan
RRT	Regional Response Team
SARA	Superfund Amendments & Reauthorization Act
SAP	Safety Assessment Program
SBA	Small Business Administration
SEMS	Standardized Emergency Management System
SEPIC	State Emergency Public Information Committee
SLA	State and Local Assistance
SONGS	San Onofre Nuclear Generating Station
SOP	Standard Operating Procedure
SWEPC	Statewide Emergency Planning Committee
TRU	Transuranic
UPA	Unified Program Account
USAR	Urban Search and Rescue
USGS	United States Geological Survey
WC	California State Warning Center
WIPP	Waste Isolation Pilot Project
WMD	Weapons of Mass Destruction

## APPENDIX H – FY 2010 MATCH GUIDANCE

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### *FY 2010 Match Guidance*

#### *Introduction*

Determining match for the purposes of submitting grant applications to any Federal Agency should be a coordinated process at the State and local level. It is highly recommended that programmatic staff at the State and local level consult with their financial staff prior to submitting any grant applications, especially those that identify cash or in-kind match.

#### *Types of Match*

1. **Cash Match.** Cash (hard) match includes non-Federal cash spent for project related costs, according to the program guidance. Allowable cash match must only include those costs which are in compliance with 2 CFR Part 225, *Cost Principles for State, Local, and Indian Tribal Governments* (OMB Circular A-87) and 44 CFR Part 13, *Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments*.
2. **In-kind Match.** In-kind (soft) match includes, but is not limited to, the valuation of in-kind services. “In-kind” is the value of something received or provided that does not have a cost associated with it. For example, if in-kind match (other than cash payments) is permitted, then the value of donated services could be used to comply with the match requirement. Also, third party in-kind contributions may count toward satisfying match requirements provided the grantee receiving the contributions expends them as allowable costs in compliance with 2 CFR Part 225, *Cost Principles for State, Local, and Indian Tribal Governments* (OMB Circular A-87) and 44 CFR Part 13, *Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments*.

#### *Definitions*

- **Matching or Cost Sharing.** This means the value of the third party in-kind contributions and the portion of the costs of a federally-assisted project or program not borne by the Federal Government. All cost-sharing or matching funds claimed against a FEMA grant by State, local or Tribal governments must meet the requirements of the program guidance and/or program regulations, 44 CFR § 13, and 2 CFR § 225.
- **Cash Match (hard).** This includes cash spent for project-related costs under a grant agreement. Allowable cash match must include only those costs which are allowable with Federal funds in compliance with the program guidance and/or program regulations, 44 CFR § 13, and 2 CFR § 225.
- **In-kind Match (soft).** This means contributions of the reasonable value of property or services in lieu of cash which benefit a federally-assisted project or program. This type of match may only be used if not restricted or prohibited by program statute, regulation or guidance and must be supported with source documentation. Only property or services that are in compliance with program guidance and/or program regulations, 44 CFR § 13, and 2 CFR § 225, are allowable.

## APPENDIX G – ACRONYMS

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### *Basic Guidelines*

- For costs to be eligible to meet matching requirements, the costs must first be allowable under the grant program.
- The costs must also be in compliance with all Federal requirements and regulations (e.g., 44 CFR Part 13 and 2 CFR Part 225); the costs must be reasonable, allowable, allocable, and necessary.
- Records for all expenditures relating to cost sharing or matching must be kept in the same manner as those for the grant funds.
- The following documentation is required for third-party cash and in-kind contributions: Record of donor; Dates of donation; Rates for staffing, equipment or usage, supplies, etc.; Amounts of donation; and Deposit slips for cash contributions. According to 44 CFR § 13.24, this documentation is to be held at the Applicant and/or subapplicant level.
- Except as provided by Federal statute, a cost sharing or matching requirement may not be met by costs borne by another Federal grant.
- The source of the match funds must be identified in the grant application.
- Every item must be verifiable, i.e., tracked and documented.
- Any claimed cost share expense can only be counted once.

### *Examples (For additional examples of match, please contact your State finance office)*

- The Emergency Management Director has 50% of his/her salary paid from State funds and 50% paid from Federal grant funds, but he/she provides 60% effort in the Federal grant program that only pays 50% salary. The additional 10% of effort/time toward the Federal grant program can be claimed as soft match. All record keeping requirements to prove the 60% time allocation apply.
- Non-Federally funded equipment or facilities used during exercises can be claimed as soft match, but only at the time of donation. For example, only the fair market price for the use of the facility for the period of the exercise can be claimed as match.
- Third party in-kind contributions of salary, travel, equipment, supplies and other budget areas that are from third party sources must be in compliance with 44 CFR §13.24, *Matching or Cost Sharing*. These types of contributions include voluntary contributions such as emergency personnel, lawyers, etc., who donate their time to a Federal grant program. The normal per hour rate for these professionals (acting in their professional capacity) can be used to meet the matching requirement. The value of the services provided is taken into consideration when determining the value of the contribution - not who is providing the service. For example, if a lawyer is volunteering his services to assist flood victims in filing legal paper work, the lawyer's normal hourly rate is allowable. If the lawyer is volunteering his services and is working in a soup kitchen, the lawyer's hourly rate would not be applicable; it would be the hourly rate for a soup kitchen worker.

### *Governing Provisions*

- 44 CFR Part 13, *Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments*
- Reference 44 CFR § 13.24, *Matching or Cost Sharing*
- 2 CFR Part 225, *Cost Principles for State, Local, and Indian Tribal Governments* (OMB Circular A-87)
- Program Guidance and/or Program Regulations

## APPENDIX G – ACRONYMS

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### *44 CFR Part 13, Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments*

#### **44 CFR § 13.24, Matching or Cost Sharing.**

- (a) **Basic rule:** Costs and contributions acceptable. With the qualifications and exceptions listed in paragraph (b) of this section, a matching or cost sharing requirement may be satisfied by either or both of the following:
- (1) Allowable costs incurred by the grantee, subgrantee or a cost-type contractor under the assistance agreement. This includes allowable costs borne by non-Federal grants or by others cash donations from non-Federal third parties.
  - (2) The value of third party in-kind contributions applicable to the period to which the cost sharing or matching requirements applies.
- (b) **Qualifications and exceptions:**
- (1) Costs borne by other Federal grant agreements. Except as provided by Federal statute, a cost sharing or matching requirement may not be met by costs borne by another Federal grant. This prohibition does not apply to income earned by a grantee or subgrantee from a contract awarded under another Federal grant.
  - (2) General revenue sharing. For the purpose of this section, general revenue sharing funds distributed under 31 U.S.C. 6702 are not considered Federal grant funds.
  - (3) Cost or contributions counted towards other Federal costs-sharing requirements. Neither costs nor the values of third party in-kind contributions may count towards satisfying a cost sharing or matching requirement of a grant agreement if they have been or will be counted towards satisfying a cost sharing or matching requirement of another Federal grant agreement, a Federal procurement contract, or any other award of Federal funds.
  - (4) Costs financed by program income. Costs financed by program income, as defined in § 13.25, shall not count towards satisfying a cost sharing or matching requirement unless they are expressly permitted in the terms of the assistance agreement (This use of general program income is described in § 13.25 (g)).
  - (5) Services or property financed by income earned by contractors. Contractors under a grant may earn income from the activities carried out under the contract in addition to the amounts earned from the party awarding the contract. No costs of services or property supported by this income may count toward satisfying a cost sharing or matching requirement unless other provisions of the grant agreement expressly permit this kind of income to be used to meet the requirement.
  - (6) Records. Costs and third party in kind contributions counting towards satisfying a cost sharing or matching requirement must be verifiable from the records of grantees and subgrantees or cost-type contractors. These records must show how the value placed on third party in-kind contributions was derived. To the extent feasible, volunteer services will

## APPENDIX G – ACRONYMS

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be supported by the same methods that the organization uses to support the allocability of regular personnel costs.

- (7) Special standards for third party in kind contributions.
- (i) Third party in kind contributions count towards satisfying a cost sharing or matching requirement only where, if the party receiving the contributions were to pay for them, the payments would be allowable costs.
  - (ii) Some third party in-kind contributions are goods and services that if the grantee, subgrantee, or contractor receiving the contribution had to pay for them, the payments would have been an indirect costs. Costs sharing or matching credit for such contributions shall be given only if the grantee, subgrantee, or contractor has established, along with its regular indirect cost rate, a special rate for allocating to individual projects or programs the value of the contributions.
  - (iii) A third party in-kind contribution to a fixed-price contract may count towards satisfying a cost sharing or matching requirement only if it results in:
    - (A) An increase in the services or property provided under the contract (without additional cost to the grantee or subgrantee); or
    - (B) A cost savings to the grantee or subgrantee.
  - (iv) The values placed on third party in kind contributions for cost sharing or matching purposes will conform to the rules in the succeeding sections of this part. If a third party in-kind contribution is a type not treated in those sections, the value placed upon it shall be fair and reasonable.

### **(c) Valuation of donated services:**

- (1) Volunteer services. Unpaid services provided to a grantee or subgrantee by individuals will be valued at rates consistent with those ordinarily paid for similar work in the grantee's or subgrantee's organization. If the grantee or subgrantee does not have employees performing similar work, the rates will be consistent with those ordinarily paid by other employers for similar work in the same labor market. In either case, a reasonable amount for fringe benefits may be included in the valuation.
- (2) Employees of other organizations. When an employer other than a grantee, subgrantee, or cost-type contractor furnishes free of charge the services of an employee in the employee's normal line of work, the services will be valued at the employee's regular rate of pay exclusive of the employee's fringe benefits and overhead costs. If the services are in a different line of work, paragraph(c)(1) of this section applies.

### **(d) Valuation of third party donated supplies and loaned equipment or space:**

- (1) If a third party donates supplies, the contribution will be valued at the market value of the supplies at the time of donation.
- (2) If a third party donates the use of equipment or space in a building but retains title, the contribution will be valued at the fair rental rate of the equipment or space.

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(e) **Valuation of third party donated equipment, buildings, and land.** If a third party donates equipment, buildings, or land, and title passes to a grantee or subgrantee, the treatment of the donated property will depend upon the purpose of the grant or subgrant, as follows:

- (1) Awards for capital expenditures. If the purpose of the grant or subgrant is to assist the grantee or subgrantee in the acquisition of property, the market value of that property at the time of donation may be counted as cost sharing or matching,
- (2) Other awards. If assisting in the acquisition of property is not the purpose of the grant or subgrant, paragraphs (e)(2) (i) and (ii) of this section apply:
  - (i) If approval is obtained from the awarding agency, the market value at the time of donation of the donated equipment or buildings and the fair rental rate of the donated land may be counted as cost sharing or matching. In the case of a subgrant, the terms of the grant agreement may require that the approval be obtained from the Federal agency as well as the grantee. In all cases, the approval may be given only if a purchase of the equipment or rental of the land would be approved as an allowable direct cost. If any part of the donated property was acquired with Federal funds, only the non-Federal share of the property may be counted as cost sharing or matching.
  - (ii) If approval is not obtained under paragraph (e)(2)(i) of this section, no amount may be counted for donated land, and only depreciation or use allowances may be counted for donated equipment and buildings. The depreciation or use allowances for this property are not treated as third party in-kind contributions. Instead, they are treated as costs incurred by the grantee or subgrantee. They are computed and allocated (usually as indirect costs) in accordance with the cost principles specified in § 13.22, in the same way as depreciation or use allowances for purchased equipment and buildings. The amount of depreciation or use allowances for donated equipment and buildings is based on the property's market value at the time it was donated.

(f) **Valuation of grantee or subgrantee donated real property for construction/ acquisition.** If a grantee or subgrantee donates real property for a construction or facilities acquisition project, the current market value of that property may be counted as cost sharing or matching. If any part of the donated property was acquired with Federal funds, only the non-Federal share of the property may be counted as cost sharing or matching.

(g) **Appraisal of real property.** In some cases under paragraphs (d), (e), and (f) of this section, it will be necessary to establish the market value of land or a building or the fair rental rate of land or of space in a building. In these cases, the Federal agency may require the market value or fair rental value be set by an independent appraiser, and that the value or rate be certified by the grantee. This requirement will also be imposed by the grantee on subgrantees.

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### *2 CFR Part 225, Cost Principles for State, Local, and Indian Tribal Governments (OMB Circular A-87)*

#### Basic Guidelines

1. **Factors affecting allowability of costs.** To be allowable under Federal awards, costs must meet the following general criteria:
  - a. Be necessary and reasonable for proper and efficient performance and administration of Federal awards.
  - b. Be allocable to Federal awards under the provisions of 2 CFR Part 225.
  - c. Be authorized or not prohibited under State or local laws or regulations.
  - d. Conform to any limitations or exclusions set forth in these principles, Federal laws, terms and conditions of the Federal award, or other governing regulations as to types or amounts of cost items.
  - e. Be consistent with policies, regulations, and procedures that apply uniformly to both Federal awards and other activities of the governmental unit.
  - f. Be accorded consistent treatment. A cost may not be assigned to a Federal award as a direct cost if any other cost incurred for the same purpose in like circumstances has been allocated to the Federal award as an indirect cost.
  - g. Except as otherwise provided for in 2 CFR Part 225, be determined in accordance with generally accepted accounting principles.
  - h. Not be included as a cost or used to meet cost sharing or matching requirements of any other Federal award in either the current or a prior period, except as specifically provided by Federal law or regulation.
  - i. Be the net of all applicable credits.
  - j. Be adequately documented.
2. **Reasonable costs.** A cost is reasonable if, in its nature and amount, it does not exceed that which would be incurred by a prudent person under the circumstances prevailing at the time the decision was made to incur the cost. The question of reasonableness is particularly important when governmental units or components are predominately federally-funded. In determining reasonableness of a given cost, consideration shall be given to:
  - a. Whether the cost is of a type generally recognized as ordinary and necessary for the operation of the governmental unit or the performance of the Federal award.
  - b. The restraints or requirements imposed by such factors as: Sound business practices; arm's-length bargaining; Federal, State and other laws and regulations; and, terms and conditions of the Federal award.
  - c. Market prices for comparable goods or services.
  - d. Whether the individuals concerned acted with prudence in the circumstances considering their responsibilities to the governmental unit, its employees, the public at large, and the Federal Government.
  - e. Significant deviations from the established practices of the governmental unit which may unjustifiably increase the Federal award's cost.

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### 3. Allocable costs.

- a. A cost is allocable to a particular cost objective if the goods or services involved are chargeable or assignable to such cost objective in accordance with relative benefits received.
- b. All activities which benefit from the governmental unit's indirect cost, including unallowable activities and services donated to the governmental unit by third parties, will receive an appropriate allocation of indirect costs.
- c. Any cost allocable to a particular Federal award or cost objective under the principles provided for in 2 CFR Part 225 may not be charged to other Federal awards to overcome fund deficiencies, to avoid restrictions imposed by law or terms of the Federal awards, or for other reasons.
- d. Where an accumulation of indirect costs will ultimately result in charges to a Federal award, a cost allocation plan will be required as described in Appendices C, D, and E to this part.

### 4. Applicable credits.

- a. Applicable credits refer to those receipts or reduction of expenditure-type transactions that offset or reduce expense items allocable to Federal awards as direct or indirect costs. Examples of such transactions are: Purchase discounts, rebates or allowances, recoveries or indemnities on losses, insurance refunds or rebates, and adjustments of overpayments or erroneous charges. To the extent that such credits accruing to or received by the governmental unit relate to allowable costs, they shall be credited to the Federal award either as a cost reduction or cash refund, as appropriate.
- b. In some instances, the amounts received from the Federal Government to finance activities or service operations of the governmental unit should be treated as applicable credits. Specifically, the concept of netting such credit items (including any amounts used to meet cost sharing or matching requirements) should be recognized in determining the rates or amounts to be charged to Federal awards.

## FY10 EMERGENCY MANAGEMENT PERFORMANCE GRANT PROGRAM NARRATIVE

Overview: Part of The County of Santa Clara's mission is to support comprehensive emergency management and to encourage the improvement of mitigation, preparedness, response, and recovery capabilities for all hazards. Funds provided under the EMPG will be used to support activities that contribute to Santa Clara's capability to prevent, prepare for, mitigate against, respond to, and recover from emergencies and disasters, whether natural or man-made.

The Santa Clara County Operational Area's 2010 EMPG funding will cover emergency management activities that directly coincide with the State Secretary's Emphasis and are in compliance with the goals and objectives.

GOAL/ OBJECTIVE	ACTIVITY	TASK(S) TO BE COMPLETED
3.3, 3.7	Information Management Technology and Process – <ul style="list-style-type: none"> <li>• Increase regional readiness by enhancing primary and alternate EOCs.</li> <li>• Enhance operable and interoperable communications.</li> </ul>	<ul style="list-style-type: none"> <li>• Several city EOCs will undergo a variety of improvement projects to ensure that facilities are appropriately equipped.</li> <li>• Town of Los Gatos will enhance communications with a new communication center at their EOC.</li> </ul>
2.1, 3.2	Emergency Responder Credentialing Program – <ul style="list-style-type: none"> <li>• Participate in EMMAA</li> <li>• Increase professional development and training opportunities.</li> </ul>	<ul style="list-style-type: none"> <li>• City and County emergency managers will participate in training and exercise opportunities focused on the Emergency Responder Credentialing Program.</li> <li>• Provide training opportunities that will increase professional development.</li> </ul>
3.7	Alert & Warning – <ul style="list-style-type: none"> <li>• Continue to grow the knowledge base for AlertSCC</li> </ul>	<ul style="list-style-type: none"> <li>• Participate in training and exercise opportunities that will encourage the use of the AlertSCC system.</li> </ul>
2.3	Functional Needs – <ul style="list-style-type: none"> <li>• Developing and delivering trainings with specific considerations for persons with functional needs in City of San Jose as part of community's personal preparedness.</li> </ul>	<ul style="list-style-type: none"> <li>• Incorporate preparedness information for persons with functional needs into CERT and other personal preparedness trainings throughout the Operational Area.</li> </ul>
2.4	Mass Evacuation – <ul style="list-style-type: none"> <li>• Implement the mass evacuation plan into the Operational Area process.</li> </ul>	<ul style="list-style-type: none"> <li>• Participate in the planning process regarding Mass Evacuation in Santa Clara County. Develop an integration plan.</li> </ul>
2.3	Care & Shelter – <ul style="list-style-type: none"> <li>• Continue Care and Shelter planning for the Operational Area.</li> </ul>	<ul style="list-style-type: none"> <li>• Work with SCC Social Services Agency in Care and Shelter planning. Attend Care and Shelter training.</li> </ul>

2.4	<p>Planning –</p> <ul style="list-style-type: none"> <li>• Review and revise Emergency Operations Plans.</li> </ul>	<ul style="list-style-type: none"> <li>• Updated EOP to include private and public sector.</li> </ul>
2.1	<p>Exercises –</p> <ul style="list-style-type: none"> <li>• Participate in exercises to test emergency plans, facilities and equipment</li> </ul>	<ul style="list-style-type: none"> <li>• Participate in at least one exercise to test emergency plans, facilities and equipment.</li> </ul>
5.3	<p>Regional Catastrophic Planning –</p> <ul style="list-style-type: none"> <li>• Review and implement regional catastrophic plans</li> </ul>	<ul style="list-style-type: none"> <li>• Implement SUASI regional catastrophic plans in Santa Clara County.</li> </ul>
3.1, 2.2	<p>COOP and COG Planning –</p> <ul style="list-style-type: none"> <li>• Review and revise local government COOP plans.</li> </ul>	<ul style="list-style-type: none"> <li>• Update COOP plans.</li> </ul>

**This year's additional funding will be spent on the following activity(ies):**

<b>GOAL/ OBJECTIVE</b>	<b>ACTIVITY</b>	<b>TASK(S) TO BE COMPLETED</b>
2.1, 2.2, 2.3, 2.4, 3.1	<p>Operational Area EOC Section Training —</p> <ul style="list-style-type: none"> <li>• Provide tools to develop and maintain continuity of operations and communication throughout the Operational Area</li> </ul>	<ul style="list-style-type: none"> <li>• Develop policy, procedures and a training program for city, county, special district, DOC, and key stakeholders throughout the Operational Area to enhance information sharing and mission tasking by using WebEOC.</li> </ul>

**Performance Report**  
**FISCAL YEAR 2009 EMERGENCY MANAGEMENT PERFORMANCE GRANT**

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Reporting City: \_\_\_\_\_

Performance Period: from \_\_\_\_\_ to \_\_\_\_\_  
(see Agreement with County for Performance Period date)

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Mailing Instructions: Please complete the performance report and return it by \_\_\_\_\_  
to: (see Agreement with County for Performance Period dates)

Santa Clara County Office of Emergency Services  
Attention: Diane Stambaugh  
55 West Younger Ave, Suite 450  
San Jose CA, 95110

Questions regarding the completion of this performance report should be directed to Santa Clara County Office of Emergency Services (408)808-7808, Cindy Stewart. Questions can also be sent via email to [cindy.stewart@oes.sccgov.org](mailto:cindy.stewart@oes.sccgov.org). Reports can be faxed to (408)294-4689, with a hard copy of the report mailed to the above address.

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***Part I – City Contact Information***

Who is responsible for completing this form?

Name \_\_\_\_\_  
(if responsible person is the City Emergency Manager, skip to the next section)

Title \_\_\_\_\_

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

Phone \_\_\_\_\_ Fax \_\_\_\_\_

e-mail \_\_\_\_\_

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**Part II – Project Activities**

Directions: Complete the following items to reflect activities completed in your city during this reporting period.

Emergency Management Performance Grants

a. How have you maintained or expanded your emergency management program capabilities with respect to the listed projects during this Performance Period?

b. What percentage of your funds have been requested and reimbursed? \_\_\_\_\_%

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**Part III – Signature of Preparer**

I certify that I have prepared this report with the most timely and accurate information available.

Signature: \_\_\_\_\_

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

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

Spend Plan Extension Request

2010 Emergency Management Performance Grant Program

**SPEND PLAN EXTENSION REQUEST**

Submitted by: \_\_\_\_\_ Date: \_\_\_\_\_

Project: \_\_\_\_\_

Project Title: \_\_\_\_\_

Total Amount Allocated: \_\_\_\_\_

Amount Expended: \_\_\_\_\_

Original Milestone Deadline: \_\_\_\_\_

Requested Milestone Extension Deadline: \_\_\_\_\_

- 1) Describe the details of the project:
  
  
  
  
  
  
  
  
  
  
- 2) What is the current status of the project?
  
  
  
  
  
  
  
  
  
  
- 3) Please provide a timeline as to how you will meet the new requested milestone date:
  
  
  
  
  
  
  
  
  
  
- 4) How have you analyzed your errors in the initial timeline? What are the reasons why the project is late?
  
  
  
  
  
  
  
  
  
  
- 5) How have you improved your planning and project management process to avoid future delays if this request is granted? What plans and documentation do you have in place to guarantee the requested deadline will be met?







## 2010 EMPG City Reimbursement Worksheet

Exhibit H

### City Reimbursement Request for FY10 Emergency Management Performance Grant Program

	Project 1 Information Management	Project 2 Credentialing & Training	Project 3 Alert & Warning	Project 4 Access & Functional Needs	Project 5 Mass Evacuation	Project 6 Care & Sheltering	Project 7 Planning	Project 8 Exercises	Project 9 Regional Catastrophic Planning	Project 10 COOP / COG Planning	EMPG Reimburse ment Request
Total Authorized Expenses	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Match Expended	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
EMPG Funds Expended	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -

To complete worksheet, insert total expended under "Total Authorized Expenses" (highlighted) cells.  
The preset formula will calculate the city match and reimbursement total.

