

**AGREEMENT BETWEEN THE COUNTY OF SANTA CLARA AND
THE CITY OF MILPITAS GRANTING PROGRAM FUNDS FOR THE
2015 HOMELAND SECURITY GRANT PROGRAM FUNDS**

THIS AGREEMENT is made effective September 1, 2015, by and between the County of Santa Clara (“County”) and the City of Milpitas (“City”) for the allocation and distribution of 2015 State Homeland Security Grant Program funds.

RECITALS

WHEREAS, the 2015 State Homeland Security Grant Program (SHSGP, CFDA #97.067) supports the implementation of State Homeland Security Strategies to address the identified planning, organization, equipment, training and exercise needs for acts of terrorism and other catastrophic events, and management and administration of the grant. In addition, SHSGP supports the implementation of the National Preparedness Guidelines, the National Incident Management System (NIMS), and the National Response Network (NRF);

WHEREAS, the State of California (“State”) has designated the County as the Operational Area for purposes of distributing SHSGP funds to the cities, special districts and other entities within the County. An Anti-Terrorism Approval Body (County Approval Authority), comprised of one County Public Health Officer, County Fire Chief, Municipal Fire Chief, County Sheriff, and Chief of Police, has been appointed for the purpose of approving the distribution of SHSGP funds at the Operational Area level;

WHEREAS, on September 1, 2015 the California Office of Emergency Services (“Cal OES”) awarded the County 2015 SHSGP funds in the amount of \$1,978,074. The allocation of the SHSGP funds will be determined by the County Approval Authority in accordance with the grant guidelines.

NOW, THEREFORE, the County and City agree as follows:

THE AGREEMENT

Article I. Definitions

1. Specific Terms

- (a) **“Burdened Labor Rate”** shall mean the labor rate including benefits, taxes and other deductions from an employee’s paycheck. This rate does not include vacation benefits. The hourly burdened labor rate is used to calculate City’s match obligation.
- (b) **“City”** shall mean the City of Milpitas, its officers, board members, employees, and agents.
- (c) **“County”** shall mean the County of Santa Clara, its officers, board members, employees, and agents.

- (d) **“SHSGP funds”** or **“SHSGP funding”** shall mean the funding City receives under this Agreement.
- (e) **“Federal Program Guidance”** shall mean guidance documents issued by the Federal Emergency Management Agency, including the SHSGP Program Funding Opportunity Announcement, for Fiscal Year 2015.
- (f) **“Grant Certifications and Assurances”** shall mean the FY15 SHSGP Agreement Articles, Assurances, Certifications, Terms, and Conditions
- (g) **“Highly Compensated Individual”** shall mean an individual whose income is \$300,000 or more per year.
- (h) **“Prime Recipient”** shall refer to County.
- (i) **“State Guidance”** shall mean the California Supplement to the Federal Program Funding Opportunity Announcement, issued by Cal OES for Fiscal Year 2015.
- (j) **“Sub-Recipient”** shall refer to City.

2. References to This Agreement

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

Article II. Payment

1. Payment Eligibility

Unless otherwise approved in advance by the County Office of Emergency Services (OES) Grants Administrator (hereinafter “grants administrator”), only an actual cash disbursement by the City for a claimed expense shall be eligible for reimbursement by the County as approved and specified in Exhibit A, SHSGP Project Funding, which is attached and hereby incorporated into this Agreement.

2. Amount of Payment

The County will provide the City, unless otherwise specified, with the equipment, supplies, and/or other resources as set forth in Exhibit A, SHSGP Project Funding. Specifications for such equipment shall be provided by the City’s requesting agency to the County for the appropriate procurement process. City’s requesting agency will be notified when the procurement process is complete for final approval of equipment prior to the order being placed. If, through previous agreement with the County, the City is to procure its own equipment, performance milestone dates will apply (refer to Article II, Section 3(a)).

The County may reallocate SHSGP funds as specified in Article II, section 4 of this Agreement. County does not guarantee a minimum payment to the City.

Funds in the amount of \$246,785 have been set aside for the training and exercise programs from the SHSGP grant to be allocated during the term of this Agreement. OES will allocate training and exercise funds to agencies as determined by the Training/Exercise Advisory Group.

Authorized personnel budgets are allowable within the Sheriff's Office, County OES, Central Fire, and Emergency Medical Services. The personnel budget for these departments will reflect the expenditure authority. Reimbursement for actual cash disbursements will be requested through the County OES. Based on the preference of the Department/Agency, reimbursement requests may be requested on a monthly or quarterly basis. For County Departments, reimbursements will be made via inter-county transfer. For all others, a County warrant will be issued.

3. Maximum Amount Payable

Subject to the availability of funds and the priorities established by the County Approval Authority, the maximum amount of SHSGP funds payable by the County to the City under this Agreement must not exceed the total amount of the 2015 Homeland Security Grant as allocated by the County Approval Authority.

4. Reallocation of SHSGP Grant Funds

For the purpose of maximizing the resources available for preparedness for acts of terrorism and other catastrophic events within the Operational Area, the City agrees that the County Approval Authority may reallocate funds under this Agreement to the City or to another applicant if the County determines that a City is unable to utilize the amount allocated under this Agreement. The County may base its determination on factors that include, but are not limited to the following: delivery timelines, fund expenditure capabilities, and timeliness of expenditure. The County will notify the City in writing of any determination to reallocate funds, by issuing a "Notice of Reallocation." SHSGP funds will be put forth to the County Approval Authority for reallocation. The City agrees that the County has the authority to increase or decrease the maximum amount payable under this Agreement as specified in the Notice of Reallocation document without liability and the County has the authority to amend Exhibit A, "SHSGP Project Funding," accordingly. Upon issuance, the Notice of Reallocation will automatically become part of this Agreement.

Article III. Requests for Reimbursement and Reimbursements

1. Required Documentation for Reimbursement

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

(a) Requests for Equipment

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/>) (a print-out of the search result page will suffice)
- Purchase order and/or contract
- Receiving documentation/packing slip
- Invoice
- Proof of payment

All equipment must be approved by the County Approval Authority and must be authorized per the web-based Authorized Equipment List on the Responder Knowledge Base, which is sponsored by Grants & Training and the National Memorial Institute for the Prevention of Terrorism at <https://www.rkb.us/>. (Contact the Grant Manager for a current Authorized Equipment List.)

(b) Subcontracts

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

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

- 6104 of the Internal Revenue Code of 1986.
- City must report subcontractor executive compensation by the end of the month following the month in which it makes the sub-award. For example, if the sub-award is obligated in any date in April 2015, City must report any required compensation information by May 31, 2015.

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

(c) Sole Source Contracts

Sole source contracts of \$150,000 or more are not allowable under the SHSGP program unless first approved by Cal OES. City must obtain sole source request documentation and submit it to the Grants Manager of County's OES. Upon City's completion and submission of the required sole source documentation, County's Grants Manager shall forward all sole source documents to the appropriate Cal OES contact for review and approval. Only after Cal OES approval is given can a sole source procurement be completed and expenditures reimbursed using SHSGP allocated funds. Sole source requests below the \$150,000 threshold must follow City's own procurement policies.

(d) Other Requests

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

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

The following documentation is required for reimbursement of Salaries:

- Functional timesheet
- Description of scope of job which includes Homeland Security-related functions
- Burdened Labor Rate
- Payroll reports showing amount paid for each pay period being claimed

The following documentation is required 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) City shall submit reimbursement requests to County's OES (see Article V.1 below) on a quarterly basis. Unless pre-approved by County's OES Director or designee, all reimbursement requests shall be due fifteen calendar days after the end of the quarter, with the exception of the final expenditure and/or invoice, as indicated below. Any expenditure during the final period identified in the chart below shall be made by April 15, 2018, and any related invoice shall be submitted by April 30, 2018, unless otherwise pre-approved by County's OES Director or designee, in order to meet 2015 SHSGP deadlines.
- (b) During the term of this Agreement, County is not obligated to honor any request for reimbursement that is submitted after April 30, 2018.

Article IV. Use of Funds

1. Master Grant Obligations

- (a) City shall comply with the SHSGP Federal Program Guidance, the State Guidance, and the Grant Certifications and Assurances, attached as Exhibit B. City shall require any sub-grantee, contractor, or other entity receiving SHSGP funds through or from City to execute a copy of the Grant Certifications and Assurances, and shall be responsible for ensuring that sub-grantee, contractor, or other entity complies with the Grant Certifications and Assurances.
- (b) City shall comply with all other applicable statutes, regulations, executive orders, requirements, policies, guides, guidelines, information bulletins, Cal OES grant management memos, and instructions; the terms and conditions of the grant award; and any other conditions imposed by Cal OES or by this Agreement, provided that if any provisions of this Agreement conflict with any State requirements, the State requirements will control. City shall ensure that any sub-grantee, contractor, or other entity receiving SHSGP funds through or from City complies with all applicable statutes, regulations, executive orders, requirements, policies, guides, guidelines, information bulletins, Cal OES grant management memos, and instructions; the terms and conditions of the grant award; and any other conditions imposed by Cal OES or by this Agreement.
- (c) The City shall establish and maintain administrative, programmatic and fiscal management records in accordance with federal and state requirements, and:
 - i. Maintain financial management systems that support grant activities in accordance with federal and state requirements, including but not limited to requirements in 44 Code of Federal Regulations ("C.F.R.") Part 13.20, and the Office of Justice Programs Financial and Administrative Guide for Grants, Part II, Chapter 3.
 - ii. The County shall provide and affix equipment tracking numbers for all equipment purchased through its procurement process. Using the County-issued tracking

number, City/Town shall maintain an equipment tracking ledger that tracks the equipment within the City/Town and complies with federal and state requirements, including but not limited to requirements in 44 C.F.R., Parts 13.32 and 13.33, and the Office of Justice Programs Financial and Administrative Guide for Grants, Part III, Chapter 6.

- (d) By executing this Agreement, City certifies that it is not debarred, suspended, or otherwise ineligible to receive SHSGP funds. In addition, City shall ensure and independently verify that any sub-grantee, contractor, or other entity receiving SHSGP funds through or from City complies with federal and state requirements, including but not limited to requirements in 44 C.F.R., Parts 13.32 and 13.33, and the Office of Justice Programs Financial and Administrative Guide for Grants, Part III, Chapter 6, and is not debarred, suspended, or otherwise excluded from participation in the SHSGP program. City shall maintain documentary proof of this verification in its files.

2. Scope of Services

- (a) If the City has been allocated funding for a project, Exhibit A, "SHSGP Project Funding," will serve as the basis for the project. A further detailed description may be necessary and will be requested by the County if needed to be incorporated by reference herein. If future funding is allocated, the City shall provide a detailed description of the approved project to be attached hereto and incorporated by reference herein.
- (b) The City shall use the funds granted under this Agreement in a manner consistent with:
 - i. The applications submitted by the County to the State for the grant under this Agreement;
 - ii. The grant guidelines issued by the State for the grant under this Agreement; and
 - iii. The notifications issued by the State of the approval of the grant under this Agreement
- (c) The documents described in Exhibit B of this Agreement (collectively the "State Grant Requirements") are on file with the County and the granting agencies of the State, and are hereby incorporated into this Agreement. The City hereby acknowledges that it has received a copy of the State Grant Requirements.
- (d) City shall use the funds granted under this Agreement only for the purpose of implementing applicable initiatives under the 2015 SHSGP program, as indicated in Exhibit A, "SHSGP Project Funding". City shall not use the funds granted under this Agreement for any other purpose. County shall not be required to disburse funds to or otherwise pay City for services, materials, equipment, or supplies provided by City that are beyond the scope of the services, materials, equipment, or supplies agreed upon in this Agreement or a lawfully executed written amendment.

3. Performance and Reporting Requirements

- (a) Performance reports indicating the status of outstanding projects are due to the County Grants Administrator identified in Article VII, Section I as follows:
- (b) The following dates represent the Grant Performance Period for the SHSGP program:
- Performance Period 1 (September 1, 2015 – November 30, 2015) – due by December 15, 2015
 - Performance Period 2 (December 1, 2015 – February 29, 2016) – due by March 15, 2016
 - Performance Period 3 (March 1, 2016 – May 31, 2016) – due by June 15, 2016
 - Performance Period 4 (June 1, 2016 – August 31, 2016) – due by September 15, 2016
 - Performance Period 5 (September 1, 2016 – November 31, 2016) – due by December 15, 2016
 - Performance Period 6 (December 1, 2016 – February 28, 2017) – due by January 15, 2017
 - Performance Period 7 (March 1, 2017 – May 31, 2017) – due by June 15, 2017
 - Performance Period 8 (June 1, 2017 – August 31, 2017) – due by September 15, 2017
 - Performance Period 9 (September 1, 2017 – November 30, 2017) – due by December 15, 2017
 - Performance Period 10 (December 1, 2017 – February 28, 2018) – due by March 15, 2018
 - Performance Period 11 (March 1, 2018 – May 31, 2018) due by April 15, 2018
- (c) The County will provide the City with a report template (Exhibit C, “Performance Report”), and the City will utilize the template to complete the performance submittal to the County.
- (d) Payments made by the County to the City are conditioned upon the timely receipt of applicable, accurate and complete reports, including supporting document, to be submitted by the City.
- (e) The City will notify the County representative identified in Article VII, Section I, within 15 days, when the City has completed all performance obligations for these grants.
- (f) City will provide single audit reports to the County by July 31st of each fiscal year.

Article V. Term and Termination

1. Term of Agreement

This Agreement is effective from September 1, 2015 through May 31, 2018.

2. Availability of Funds

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

4. Termination

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

Article VI. Indemnification and Liabilities

1. Indemnification by City

In lieu of and notwithstanding the pro rata risk allocation that might otherwise be imposed between the parties under Government Code section 895.6, County and City agree instead that under Government Code section 895.4, City shall fully indemnify and hold County, its officers, board members, employees, and agents, harmless from any claim, expense or cost, damage or liability imposed for injury (as defined by Government Code section 810.8) occurring by reason of the negligent acts or omissions or willful misconduct of City, its officers, board members, employees or agents, under or in connection with or arising out of any work, authority or jurisdiction delegated to City under this

Agreement. This indemnity shall include, without limitation, reasonable attorneys' fees, consultants and experts and related costs, and County's cost of investigating any claim.

2. Duty to Defend

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

3. Limitation on Liability

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

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

Article VII. Miscellaneous

1. Notice

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

To City:

Toni Charlop
City of Milpitas Fire Department
455 East Calaveras Blvd.
Milpitas, CA 95035

To County:

Michelle Sandoval
Grant and Administrative Services Manager
County of Santa Clara Office of Emergency Services
55 W. Younger Ave., Suite 450
San Jose, CA 95110

2. Compliance and Nondiscrimination

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

3. County No-Smoking Policy

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

4. Food and Beverage Standards

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

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

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

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

5. Governing Law

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

6. Assignment

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

7. Entire Agreement

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

8. Amendments

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

9. Counterparts

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

10. Severability

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

11. Waiver

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

12. Conflict of Interest

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

13. Wage Theft Prevention

(1) Compliance with Wage and Hour Laws: City, and any contractor or subcontractor it employs to complete work under this Agreement, must comply with all applicable federal, state, and local wage and hour laws. Applicable laws may include, but are not limited to, the Federal Fair Labor Standards Act, the California Labor Code, and any local Minimum Wage Ordinance. (2) Final Judgments, Decisions, and Orders: For purposes of this Section, a “final judgment, decision, or order” refers to one for which all appeals have been exhausted. Relevant investigatory government agencies include: the federal Department of Labor, the California Division of Labor Standards Enforcement, a local enforcement agency, or any other government entity tasked with the investigation and enforcement of wage and hour laws. (3) Prior Judgments against City, Contractor and/or its Subcontractors: BY SIGNING THIS AGREEMENT, CITY AFFIRMS THAT IT HAS DISCLOSED ANY FINAL JUDGMENTS, DECISIONS, OR ORDERS FROM A COURT OR INVESTIGATORY GOVERNMENT AGENCY FINDING – IN THE FIVE YEARS PRIOR TO EXECUTING THIS AGREEMENT – THAT CITY, ITS CONTRACTOR(S) OR SUBCONTRACTOR(S) HAS VIOLATED ANY APPLICABLE WAGE AND HOUR LAWS. CITY FURTHER AFFIRMS THAT IT, ITS CONTRACTOR(S) HAS SATISFIED AND COMPLIED WITH – OR HAS REACHED AGREEMENT WITH THE COUNTY REGARDING THE MANNER IN WHICH IT WILL SATISFY – ANY SUCH JUDGMENTS, DECISIONS, OR ORDERS. (4) Judgments During Term of Contract: If at any time during the term of this Agreement, a court or investigatory government agency issues a final judgment, decision, or order finding that City, a contractor or any subcontractor City employs to perform work under this Agreement has violated any applicable wage and hour law, or City learns of such a judgment, decision,

or order that was not previously disclosed, City must inform the Office of the County Executive – Office of Countywide Contracting Management (OCCM), no more than 15 days after the judgment, decision, or order becomes final or of learning of the final judgment, decision, or order. City and its contractor(s) and its subcontractors shall promptly satisfy and comply with any such judgment, decision, or order, and shall provide the Office of the County Executive – OCCM with documentary evidence of compliance with the final judgment, decision, or order within 5 days of satisfying the final judgment, decision, or order. The County reserves the right to require City to enter into an agreement with the County regarding the manner in which any such final judgment, decision, or order will be satisfied. (5) County’s Right to Withhold Payment: Where City or any contractor or subcontractor City employs to perform work under this Agreement has been found in violation of any applicable wage and hour law by a final judgment, decision, or order of a court or government agency, the County reserves the right to withhold payments to City until such judgment, decision, or order has been satisfied in full. (6) Material Breach: Failure to comply with any part of this Section constitutes a material breach of this Agreement. Such breach may serve as a basis for termination of this Agreement and/or any other remedies available under this Agreement and/or law. (7) Notice to County Related to Wage Theft Prevention: Notice provided to the Office of the County Executive as required under this Section shall be addressed to: Office of the County Executive – OCCM; 70 West Hedding Street; East Wing, 11th Floor; San Jose, CA 95110. The Notice provisions of this Section are separate from any other notice provisions in this Agreement and, accordingly, only notice provided to the above address satisfies the notice requirements in this Section.

14. Certified Resolution of Signature Authority

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

Signed:

COUNTY OF SANTA CLARA

CITY OF MILPITAS

By _____
 James Williams Date
 Deputy County Executive

By _____
 Thomas Williams Date
 City Manager or designee

Approved as to Form and Legality:

Approved as to Form and Legality:

 Kavita Narayan Date
 Deputy County Counsel

 City Attorney Date

APPROVED FY15 Homeland Security Grant Program Project Requests

Line Item #	Discipline	Agency/Contact Info	Funding Category	Project Description	Requested Amount	Priority	Allocated Amount	Comments
1	Staffing/ M&A	Office of Emergency Services Michelle Sandoval (408) 808-7811 michelle.sandoval@oes.sccgov.org	M/A/ Planning	1/2 time salary cost for Management & Administration of Homeland Security Grant Program	\$ 98,203.00		\$98,203.00	
2	Staffing/ M&A	Office of Emergency Services Michelle Sandoval (408) 808-7811 michelle.sandoval@oes.sccgov.org	M/A/ Planning	1.0 FTE SHSGP Training and Exercise Coordinator	\$ 160,000.00		\$160,000.00	
3	EMG	Santa Clara County Operational Area Lieutenant Vinicio Mata (408) 730-7198 vmata@sunnyvale.ca.gov	Planning	Emergency Volunteer Center Project	\$ 138,000.00		\$40,000.00	
4	EMG	CADRE Lynn Brown (650) 903-6825 lynn.brown@mountainview.gov	Planning	CADRE Project	\$ 131,000.00		\$52,000.00	
7	Staffing/ EMS	EMS John Montes, CMTF Coordinator (408) 792-1355 john.montes@phd.sccgov.org	Planning	CMTF Position for EMS	\$ 170,000.00		\$170,000.00	
8	EMS	EMS John Montes, CMTF Coordinator (408) 792-1355 john.montes@phd.sccgov.org	Equipment	Public Health Multi-Purpose Tent System	\$ 120,000.00		\$60,000.00	
10	Staffing/ Fire	Santa Clara County Fire Douglas Young, Battalion Chief (408) 378-4010 doug.young@sccfd.org	Planning	CMTF Position for Fire	\$ 227,494.00		\$227,494.00	
11	Fire	San Jose Fire Robert Culbertson, Division Chief Bureau of Field Operations (831) 706-0807 robert.culbertson@sanjoseca.gov	Equipment	Level B/C Hazmat Suits - Personal Protective Equipment (PPE)	\$ 75,000.00		\$0.00	This project was placed below the line in second priority. Once the training budget is made whole to \$150,000, any additional grant funding will be applied to this project up to \$37,500.

APPROVED FY15 Homeland Security Grant Program Project Requests

Line Item #	Discipline	Agency/Contact Info	Funding Category	Project Description	Requested Amount	Priority	Allocated Amount	Comments
13	Fire	San Jose Fire Joseph Crivello, Battalion Chief/USAR Program Mgr (408) 277-8802 joseph.crivello@sanjoseca.gov	Equipment	Flood Rescue Boats with Motors	\$ 30,970.00		\$15,485.00	
15	Fire	Santa Clara County Fire Douglas Young, Battalion Chief (408) 378-4010 doug.young@sccfd.org	Equipment	Ballistic Protection	\$ 894,795.00		\$204,000.00	
16	Staffing/ Law	Sheriff's Office Ezra Hunter, Sergeant (408) 808-4776 ezra.hunter@sheriff.sccgov.org	Planning	CMTF Position for Law Enforcement	\$ 204,107.00		\$204,107.00	
17	Law	Santa Clara County Communications for SVRIA Bert Hildebrand, Director Co Comm (408) 977-3205 bert.hildebrand@911.sccgov.org	Equipment	SVRCS Stage 6	\$ 845,250.00		\$500,000.00	
18	Fire/Law/ Public Health/ EMG	Various	Training	Training for all disciplines	\$ 175,000.00		\$124,562.00	
19	Law	Various	Exercise	Urban Shield Exercise funding for Law Enforcement and Fire disciplines	\$ 175,000.00		\$122,223.00	
					\$ 3,444,819.00		\$1,978,074.00	

City of Milpitas, California

BUDGET CHANGE FORM

Type of Change	From		To	
	Account	Amount	Account	Amount
Check one: <input checked="" type="checkbox"/> Budget Appropriation <input type="checkbox"/> Budget Transfer	100-3568	\$ 5,709	100-812-4113	\$ 5,709

Acceptance of State Homeland Security Grant Program to reimburse the City for overtime paid to Fire Department Personnel to participate in region wide disaster training.

Staff Contact: Geoff Maloon: gmaloon@ci.milpitas.ca.gov or (831) 277-2198

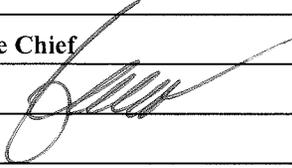
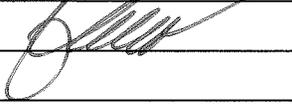
Background: The Fire Department participated in a region wide, federally funded training exercise that simulates complex technical rescue scenarios that might be encountered in the case of a major natural disaster of terrorism incident. This training occurred in September 2015. The personnel costs associated with this training are paid for by this grant and will offset the overtime expenditures that were incurred by the City.

Fiscal Impact: This is a revenue neutral grant with no cost match that will reimburse the Fire Department overtime budget for costs already incurred and paid. The total amount received for reimbursement will be \$5,709.

Recommendation: It is staff recommendation that Council authorize the Fire Department to accept the SHSGP Grant for the reimbursement of Fire Department overtime costs already incurred.

Check if City Council Approval required.

Meeting Date: June 7, 2016

Requested by:	Robert Mihovich, Fire Chief 	Date: May 25, 2016
Reviewed by:	Finance Director: 	Date: 5/25/2016
Approved by:	City Manager: 	Date:
Date approved by City Council, if required:		Confirmed by: