

Meeting Date: 8/12/2014

Report Type: Consent

Report ID: 2014-00510

Title: Agreement with Sacramento County OES to implement Department of Water Resources Grant Funding for Flood Emergency Response Projects

Location: Citywide

Recommendation: Pass a Resolution authorizing the City Manager or the City Manager's designee to: 1) accept up to \$728,164 in Flood Emergency Response Project grant funding from the CA Department of Water Resources (CA DWR), as sub-grantee to the Sacramento Office of Emergency Services; 2) sign a Subaward Agreement with the County of Sacramento; 3) establish the Flood Emergency Response Project grant program for a two year term beginning upon award and establish the grant revenue and expenditure budgets for the grant award of \$728,164.

Contact: Michael Malone, Operations Manager, (916) 808-6226; Pete Millino, Operations & Maintenance Superintendent, (916) 808-5173, Department of Utilities

Presenter: None

Department: Department Of Utilities

Division: Water Maintenance

Dept ID: 14001141

Attachments:

- 1-Description/Analysis
- 2-Background
- 3-Resolution
- 4-Exhibit A DWR and Sac OES Agreement
- 5-Exhibit B City Subaward Agreement with Sac OES

City Attorney Review

Approved as to Form
Joe Robinson
7/30/2014 12:19:02 PM

Approvals/Acknowledgements

Department Director or Designee: Dave Brent - 7/24/2014 2:59:02 PM

Description/Analysis

Issue: The Department of Utilities (DOU) joined a multi-agency collaboration in applying for grant funding from the California Department of Water Resources (CA DWR) for Statewide Flood Emergency Response Projects. The collaboration includes the lead agency, Sacramento County Office of Emergency Services (Sacramento County OES), City of Sacramento Department of Utilities, American River Flood District (RD1000), and Sacramento Metropolitan Fire (Sac Metro Fire). A grant was awarded by CA DWR to Sacramento County OES acting as the grantee on behalf of the multi-agency alliance. Grant funds were accepted and authorized by Sacramento County OES on April 29, 2014. The City has been designated as a sub-grantee for up to \$728,164 of the grant funding to implement eight tasks and a Subaward Agreement with Sacramento County has been prepared to govern the City's use of this funding. This report requests authorization to accept the award, sign the Subaward Agreement with Sacramento County, and take related actions to implement the grant-funded project.

Policy Considerations: City Council Resolution 2013-0198 requires City Council approval to accept grant funding, establish a grant project, and appropriate funding when the grant award is in excess of \$100,000.

Economic Impacts: Not Applicable

Environmental Considerations: The Community Development Department, Environmental Planning Services Manager has reviewed the project and has determined the project is not considered a "project" under the California Environmental Quality Act (CEQA), Section 15378.

Sustainability: Not Applicable

Commission/Committee Action: Not Applicable

Rationale for Recommendation: The Department of Utilities (DOU) has an ongoing need to improve flood emergency response to ensure the continued safety of the City's residents. The grant-funded tasks provide for updating flood plans and maps, updating the Emergency Action Plans of multiple agencies, the upgrade of City water level sensors, the upgrade of the public alert notification system, and training and exercises throughout the process to ensure that the upgrades are effective.

Financial Considerations: Staff is requesting City Council approval to establish a grant project (G14110500), titled Flood Emergency Response, for the two-year grant term beginning upon date of award, and establish the appropriate grant expense and revenue budgets to implement the \$728,164 CA DWR grant award. No matching funds are required.

Local Business Development (LBE): Not Applicable

Background

The Department of Utilities (DOU) is responsible for maintaining the City’s flood plan, flood maps, Emergency Action Plan, and water level sensors in various creeks and rivers. The documents must be updated on a continuous basis to ensure that information is current and accurate. The water level sensors need to be upgraded to replace equipment that will not be supported in the future. Public alert and notification services to the public also need to be upgraded.

DOU joined a multi-agency collaboration in applying for grant funding from the California Department of Water Resources (CA DWR) for Statewide Flood Emergency Response Projects. The collaboration includes the lead agency Sacramento County OES, City of Sacramento Department of Utilities, American River Flood District (RD1000), and Sacramento Metropolitan Fire (Sac Metro Fire). The grant application consisted of ten project tasks and nine of the tasks were awarded by CA DWR to the lead agency, Sacramento County OES, on behalf of the multi-agency alliance. Sacramento County OES signed a grant agreement with CA DWR on April 29, 2014. The City has been designated as a sub-grantee responsible for management and implementation of eight tasks.

DOU is requesting authorization to sign the Subaward Agreement with Sacramento County and accept grant funding from the grant administrator, Sacramento County OES, in the amount of \$728,164, to implement Tasks 1-6, and Tasks 8-9. These tasks provide for updating flood plans and maps, updating the Emergency Action Plans of multiple agencies, the upgrade of City water level sensors, the upgrade of the public alert notification system, and training and exercises throughout the process to ensure that the upgrades are effective.

Project Task	Managing Agency	Awarded
Task 1 Training	City of Sacramento, DOU	\$117,000
Task 2 Unified Emergency Action Plan	City of Sacramento, DOU	\$144,741
Task 3 Comprehensive Flood Management Plan	City of Sacramento, DOU	\$146,250
Task 4 Updated Flood Plan & Maps	City of Sacramento, DOU	\$97,500
Task 5 Table Top Exercise	City of Sacramento, DOU	\$29,096
Task 6 Functional Exercise	City of Sacramento, DOU	\$35,010
Task 8 Flood Warning Sensor Upgrade - City	City of Sacramento, DOU	\$109,817
Task 9 Public Alert & Notification System	City of Sacramento, DOU	\$48,750
TOTAL	\$79,000	\$728,164

DOU is also requesting authorization to (1) establish a grant project (G14110500) titled Flood Emergency Response for the duration of the maximum two-year grant beginning upon date of

award, and (2) establish the appropriate grant expense and revenue budgets to implement the \$728,164 CA DWR grant award for Tasks 1 through 6 and Tasks 8 through 9.

RESOLUTION NO.

Adopted by the Sacramento City Council

ACCEPTANCE OF FLOOD EMERGENCY RESPONSE PROJECT GRANT FUNDING FROM THE CALIFORNIA DEPARTMENT OF WATER RESOURCES AND AUTHORIZATION OF RELATED ACTIONS

- A. In late 2013, a multi-agency partnership, including the City of Sacramento, was awarded grant funding from the California Department of Water Resources (CA DWR) to implement various flood response projects for a multi-year grant program.
- B. The grant funding will be administered by the Sacramento County Office of Emergency Services (Sacramento County OES), as the grantee. Sacramento County OES signed a grant agreement with CA DWR on April 30, 2014
- C. In order to receive and utilize the City's share of the grant funding, in the amount of \$728,164, the City, as sub-grantee, needs to accept the City's share of the grant funding and enter into a Subaward Agreement with Sacramento County, and take other related actions.

BASED ON THE FACTS SET FORTH IN THE BACKGROUND, THE CITY COUNCIL RESOLVES AS FOLLOWS:

Section 1. The City Manager, or the City Manager's designee, is authorized to:

- A. Accept the City's share of the CA DWR grant award, as a sub-grantee, from the grantee, Sacramento County OES, in the amount of \$728,164 to implement the Flood Emergency Response Project grant project;
- B. Sign a Subaward Agreement with the County of Sacramento governing the City's use of its share of the grant funding; and
- C. Establish the DOU Flood Emergency Response Project (G14110500) grant project for a two-year term beginning upon date of award, and establish the revenue and expenditure budgets for the grant award of \$728,164.

**STATE OF CALIFORNIA
THE NATURAL RESOURCES AGENCY
DEPARTMENT OF WATER RESOURCES
AGREEMENT BETWEEN THE STATE OF CALIFORNIA
DEPARTMENT OF WATER RESOURCES AND
SACRAMENTO COUNTY OFFICE OF EMERGENCY SERVICES
UNDER THE FLOOD EMERGENCY RESPONSE PROJECTS –
STATEWIDE GRANT**

THIS AGREEMENT, made in quadruplicate and effective as of the last date of the required signatures of the parties, is entered into by and between the Department of Water Resources of the State of California (hereinafter called the State), and Sacramento County Office of Emergency Services (hereinafter called the Grantee) for the Flood Emergency Response Projects – Statewide Grant.

The State and the Grantee agree as follows:

SECTION 1 PURPOSE OF AGREEMENT

This Agreement is made by and between the State and the Grantee to assist in financing a Flood Emergency Response Projects – Statewide project pursuant to Proposition 84, the Safe Drinking Water, Water Quality and Supply, Flood Control, River and Coastal Protection Bond Act of 2006, specifically Public Resources Code Section 75032.

Grant funds may be used only as provided in this Agreement for such Eligible Project Costs as set forth in the Project description and Budget, copies of which are incorporated herein by this reference and set forth in Exhibit A, Scope of Work and Exhibit B, Budget which describe tasks to be accomplished and costs associated with those tasks under this Agreement.

SECTION 2 SCOPE AND TERM OF AGREEMENT

This Agreement shall remain in effect for three (3) years from the date of execution. The date of execution shall be the last date of the required signatures of the parties to the Agreement. Certain activities specified in this Agreement have a different term such as maintenance responsibilities of the Grantee which continue in perpetuity.

This Agreement incorporates:
Exhibit A – Scope of Work and Schedule
Exhibit B – Budget
Exhibit C – Standard Terms
Exhibit D – Special Terms
Exhibit E – Planned Maintenance Activities

SECTION 3 PROJECT SCHEDULE AND COSTS

Grantee shall diligently perform or cause to be performed all project work in accordance with the Project Schedule set forth in Exhibit A or as otherwise approved by the State in writing.

The Total Project Costs (identified in Exhibit B) are estimated to be \$918,834.

SECTION 4 STATE GRANT AND ELIGIBLE PROJECT COSTS

Pursuant to the California Safe Drinking Water, Water Quality and Supply, Flood Control, River and Coastal Protection Act of 2006, and subject to the availability of funds, including any mandates from the Department of Finance, the Pooled Money Investment Board, or any other State authority, the State will reimburse the Grantee, in accordance with the terms of this Agreement, in an amount equal to the Grantee's eligible expenditures for this project not to exceed \$918,834 as the State Share, as identified in Exhibit B, Budget. The State will not make payments of any kind until funding is made available by the State Treasurer, after allocation decisions are made by the Pooled Money Investment Board and Department of Finance.

Grantee shall use State funds received only for Eligible Project Costs which are incurred only during the effective term of this agreement, with the exception of approved reimbursable application costs. Invoices eligible for reimbursement shall reflect work performed after the effective date and before the termination date of the agreement. Work performed before the effective date, or after the termination date, of the agreement is not eligible for reimbursement under this funding agreement.

Eligible Project Costs include only the reasonable and necessary actual costs directly related to the Scope of Work (Exhibit A).

SECTION 5 GRANTEE'S COST SHARE AMOUNT

The Grantee agrees to fund the difference, if any, between the actual Project Cost and the State Grant (Section 4).

SECTION 6 INCORPORATION OF STANDARD TERMS AND GRANTEE COMMITMENTS

In addition to Exhibits A, and B, this Agreement by this reference incorporates Exhibit C, Standard Terms, Exhibit D, Special Terms, and Exhibit E, Planned Maintenance Activities. The Grantee accepts and agrees to comply with all terms, provisions, conditions, and commitments of this Agreement, including all incorporated documents, and to fulfill all assurances, declarations, representations and statements made by the Grantee in the Application, documents, amendments and communications filed in support of its request for financing.

SECTION 7 METHOD OF PAYMENT

The Grantee shall submit invoices and supporting documentation on a quarterly basis. All payments will be made to the Grantee upon receipt of an invoice by the State of California, Department of Water Resources, 3310 El Camino Avenue, Room 200, Sacramento, California 95821, to the attention of William Croyle, Project Manager for the State. Invoices should include contract number and work plan element identification.

The Grantee shall meet all conditions for disbursement of money under this Agreement, including the provisions of the Conditions for Disbursement which is located in Exhibit C. Failure by Grantee to comply may, at the option of the State, result in termination of the Agreement.

SECTION 8 PROGRESS REPORTS AND STATEMENT OF COSTS

The Grantee shall submit quarterly progress reports, starting with the end of the first complete calendar quarter after date of execution, describing the status of the Project and containing a Statement of Costs to the State. The submittal and approval by the State of these reports is a requirement for continued disbursement of State Grant funds. Progress reports shall include a record of expenditures, description of project activities since the previous report, status of the project relative to the scope of work, progress schedule and key issues that must be resolved. Additionally, if the Grantee is aware of any anticipated problems, obstacles, or issues that could affect the project budget, schedule, or scope of work, they should be discussed in the progress reports.

MODIFICATION OF OVERALL SCOPE OF WORK.

At the request of the Grantee, the State may at its sole discretion approve non-material changes to the portions of Exhibit A which concern the budget and schedule without formally amending this Agreement. Non-material changes with respect to the budget are changes that only result in reallocation of the budget and will not result in an increase in the amount of the State Funding Commitment set forth in section 4. Non-material changes with respect to the Project schedule are changes that will not extend the term of this Agreement which is set forth in section 2 of the Agreement. Requests for non-material changes to the budget and schedule must be submitted by the Grantee to the State in writing and are not effective unless and until specifically approved by the State's Program Manager in writing.

The Grantee may include a contingency fund in the budget provided in Exhibit A, of up to ten percent (10%) of the overall budget. If there is a cost overrun with respect to an individual contract item or task of no more than 20% of the original estimate, the State's Program Manager may authorize the use of any available contingency fund or reallocation of unexpended funds for other individual contract items or tasks. If there is a cost overrun or decrease in allocated funds that exceeds 20% of the amount originally estimated for an individual contract item or task, the project sponsor and DWR must agree to amend the Agreement.

If the Grantee and the State agree to a material change with respect to the Overall Work Plan that decreases the Project Cost in section 4, the parties agree there shall be proportionate reduction in the limit on state funds set forth in paragraph 5.

If the State Program Manager approves a material change pursuant to the provisions of this paragraph, the Grantee shall include information regarding the material change in the reports required by this Agreement. Within a reasonable time after the material change is approved, the State and the Grantee shall also formally amend this Agreement to reflect the material change.

SECTION 9 FINAL REPORTS

Upon project completion or termination, the Grantee shall submit a Final Report describing project activities and a report of expenditures (Final Financial Report) for the State's review and comment. The Final Report and Final Financial Report shall both be submitted within sixty (60) days of the project completion or termination. The Final Report shall describe the results of the project's activities, and include photographs of pre-project conditions and of the work completed.

For any construction activity undertaken pursuant to and funded by this agreement, upon completion of the project the Grantee shall provide for a final inspection and a written certification by a California Registered Civil Engineer that the project has been completed in accordance with final plans and specifications and any modifications thereto. Such certification shall be submitted to the State with a copy of the final report of project expenditures required in the paragraph below. The Grantee shall keep on file, for the useful life of the project, as built plans and specifications for the project. Such documents shall be made available for inspection by the State upon reasonable notice.

The Final Financial Report documenting total project expenditures shall be submitted by the Grantee at the same time as the Final Report.

SECTION 10 RELATIONSHIPS OF PARTIES

The Grantee, its contractors, subcontractors, and their respective agents and employees required for performing any work under this Agreement shall act in an independent capacity and not as officers, employees, or agents of the State. Grantee is solely responsible for planning, design, construction, maintenance, and operation of the activity undertaken pursuant to and funded by this Agreement. Any review or approval by the State is solely for the purpose of proper administration of State funding and shall not be deemed to relieve or restrict Grantee's responsibility for its work.

SECTION 11 PERMITS, LICENSES, APPROVALS AND LEGAL OBLIGATIONS

The Grantee shall be responsible for obtaining any and all permits, licenses and approvals required for performing any work under this Agreement, including those necessary for planning and implementing the Project. The Grantee shall be responsible

for complying with all applicable federal, State and local laws, rules or regulations affecting any such work, specifically including, but not limited to, environmental, labor, procurement and safety laws, rules, regulations and ordinances.

Without limiting the foregoing, Grantee shall keep informed of and take all measures necessary to ensure compliance with the California Labor Code requirements, including but not limited to Section 1720 *et seq.* of the California Labor Code regarding public works, limitations on use of volunteer labor (California Labor Code Section 1720.4), labor compliance programs (California Labor Code Section 1771.5), and payment of prevailing wages for work done under this Agreement, including any payments to the Department of Industrial Relations under California Labor Code Section 1771.3.

Work that is subject to the California Environmental Quality Act (CEQA) and funded under this Agreement shall not proceed until documents that satisfy the CEQA process are received by the State Project Manager and the State has completed its CEQA compliance. Work funded under this Agreement that is subject to a CEQA document shall not proceed until and unless approved by the State Project Manager. Such approval is fully discretionary and shall constitute a condition precedent to any work for which it is required. Once CEQA documentation has been completed, the State will consider the environmental documents and decide whether to continue to fund the project or to require changes, alterations or other mitigation.

SECTION 12 GRANTEE'S RESPONSIBILITIES FOR WORK

Grantee shall be responsible for work and for persons or entities engaged in work, including, but not limited to, subcontractors, suppliers, and providers or services. Grantee shall give personal supervision to any work required under this Agreement or employ a competent representative, satisfactory to State, with the authority to act for Grantee. Grantee or its authorized representative shall be present while work is in progress. Grantee shall give attention to the fulfillment of the Agreement and completion of the Project, and shall keep work within Scope of Work, project schedule and budget. The Grantee shall be responsible for any and all disputes arising out of its contracts for work on the Project, including but not limited to bid disputes and payment disputes with the Grantee's contractors and subcontractors. The State will not mediate disputes between the Grantee and any other entity concerning responsibility for performance of work.

SECTION 13 PERFORMANCES AND ASSURANCES

Grantee accepts and agrees to comply with all terms, provisions, conditions, and commitments of this Agreement, including all incorporated documents, and to fulfill all assurances, declarations, representations, and statements made by Grantee in the application, documents, amendments, and communications filed in support of its request for California Safe Drinking Water, Water Quality and Supply, Flood Control, River and Coastal Protection Act of 2006 financing.

Grantee agrees to faithfully and expeditiously perform or cause to be performed all Project work as described in the Scope of Work and to apply State funds received only to the Eligible Project Costs in accordance with applicable provisions of the law.

DEFAULT PROVISIONS AND DISPUTE RESOLUTION

Grantee shall be in default under this Agreement if any of the following occur:

- a) Substantial breaches of this Agreement, or any supplement or amendment to it, or any other agreement between Grantee and State evidencing or securing Grantee's obligations; or
- b) Making any false warranty, representation, or statement with respect to this Agreement or the application filed to obtain this Agreement; or
- c) Failure to make any remittance required by this Agreement.

Should an event of default occur, State shall provide notice of default to the Grantee and shall give Grantee ten or more days to cure the default from the date the notice of default is sent via first-class mail to the Grantee. If the Grantee fails to cure the default within the time prescribed by the State, State may do any or all of the following:

- a) Declare the funds be immediately repaid, with interest, which shall be equal to State of California general obligation bond interest rate in effect at the time of default;
- b) Terminate any obligation to make future payments to the Grantee;
- c) Terminate the Agreement; and
- d) Take any other action that it deems necessary to protect its interests, including but not limited to completing the work, and requiring the Grantee to pay the cost of the work, less the State cost share.

SECTION 14 PROJECT OFFICIALS AND NOTICES

The Project Manager for the State is William Croyle, Chief, Flood Operations Branch, Division of Flood Management, Department of Water Resources.

The State's Program Manager shall be the Chief, Division of Flood Management, Department of Water Resources. The State's Program Manager shall be the State's representative and shall have the authority to make determinations and findings with respect to each controversy arising under or in connection with the interpretation,

performance, or payment for work performed under the Agreement. The State's Program Manager may delegate any task to the State's Project Manager.

The Grantee Project Manager shall be Roger Ince. The Grantee Project Manager shall be the Grantee's representative for the administration of the Agreement and shall have full authority to act on behalf of the Grantee, including authority to execute all payment requests. All communications given to the Project Manager shall be as binding as if given to the Grantee.

Either party may change its representative upon written notice to the other party. Any notice, demand, request, consent, or approval that either party desires or is required to give to the other party under this Agreement shall be in writing to the Project Manager.

Notices required to be given to the State in writing by the Grantee under this Agreement shall be sent to:

State of California
Department of Water Resources
Flood Operations Branch
3310 El Camino Avenue, Room 200
Sacramento, CA 95821

Notices required to be given to the Grantee in writing by the State under this Agreement shall be sent to:

Roger Ince
Sacramento County OES Coordinator
3720 Dudley Boulevard
McClellan CA 95652

A change of address for delivery or notice may be made by either party by written notice of such change of address to the other party.

Notices may be sent by any of the following means: delivery in person, by certified U.S. Mail, postage prepaid, by "overnight" delivery service or, electronic transmission followed by submittal of a hard copy.

SECTION 15 MAINTENANCE OF PROPERTY IMPROVED

Grantee agrees to use, manage, and maintain the property developed, rehabilitated, or restored with the grant funds provided in this Agreement consistent with the purposes of the program and is required to continue in perpetuity or until deemed no longer necessary by the State. Specific maintenance activities are outlined in Exhibit E, Planned Maintenance Activities. The Grantee or their successors may, with the approval of the State, transfer this responsibility to use, manage, and maintain the

property as discussed in Exhibit C, Standard Terms: Easements. Such title transfer will occur in a way that binds the new owner to the same obligations.

IN WITNESS HEREOF, the following authorized representatives have executed this Agreement as of the date first above written and approved as to Legal form and sufficiency.

**SACRAMENTO COUNTY
OFFICE OF EMERGENCY SERVICES**

**STATE OF CALIFORNIA
DEPARTMENT OF WATER
RESOURCES**

By: Stephen Cantelme
Stephen Cantelme
~~Interim~~ Chief, Sacramento County OES

By: Keith E. Swanson
Keith E. Swanson, Chief
Division of Flood Management

Date: 4/24/14

Date: 4/29/14

Approved as to Legal Form
and Sufficiency

Approved as to Legal Form
and Sufficiency

By: Krista Whitman
Krista Whitman,
Supervising Deputy County Counsel

By: Robin Brewer
Robin Brewer, Assistant Chief Counsel

Date: 4-23-14

Date: 4/29/14

Attachments

List of Exhibits:

Exhibit A – Scope of Work

Exhibit B – Budget

Exhibit C – Standard Terms

Exhibit D – Special Terms

Exhibit E – Planned Maintenance Activities

Exhibit A – Scope of Work

Sacramento County OES Flood Emergency Response Project

Task 1. Training:

The Sacramento City Utilities and/or a consultant will perform an assessment of all participating agencies in this grant to determine the level of training needed to obtain/maintain SEMS/NIMS compliance. At a minimum, the following courses, ICS 100, ICS 200, and Incident Command for Single Resources and ICS/EOC Interface, will be offered as well as additional courses identified in the assessment.

Subtask 1.1. Contract with consultant to complete initial planning & assessment of training needs.

Deliverable: Report including documents showing assessment needs as determined by survey, copy of contract with the consultant selected, and invoices including supporting documentation.

By whom completed: Sacramento City Department of Utilities

Subtask 1.2. Schedule and conduct training courses.

Deliverable: Report which includes course dates/time/location, copy of sign-in sheets for participants.

By whom completed: Sacramento City Department of Utilities

Task 2. Unified Emergency Action Plan

Develop Emergency Action Plans for the City of Sacramento Utilities Department, Sacramento County Department of Water Resources, RD-1000, and American River Water District using the Emergency Action Plan Guidelines from the California Department of Water Resources (DWR). Begin work on establishing individual EAPs and creating a master regional EAP. A draft EAP will be submitted to each agency for review and comments. A Final EAP will be completed and submitted to each agency.

Subtask 2.1. Gather existing EAPs from the four agencies and review the EAPs to determine exactly which sections must be updated. Establish a plan for updating each agency's EAP following the DWR EAP Guidelines. Develop a draft EAP for each agency and a Master EAP. Issue the Draft EAP for each agency's review and comments.

Deliverable: Copies of the Draft EAPs for each agency and the Master Plan will be submitted along with the consultants' invoices for work conducted on the draft EAPs.

By whom completed: City of Sacramento Department of Utilities

Exhibit A – Scope of Work

Subtask 2.2. Receive comments and suggestions from each of the four agencies on the Draft EAP's. Review and incorporate comments and suggestions into the four EAPs and master EAP as appropriate. Finalize the four EAPs and the Master EAPs. Deliver the Final EAPs to all four agencies. The Master EAP will be submitted to the DWR, Sacramento City Utilities and Sacramento County DWR.

Deliverable: Submit to DWR the finalized EAPs for each agency and the Master EAP.

By whom completed: City of Sacramento Department of Utilities and consultant, with input from all partners.

Task 3. Comprehensive Flood Management Plan (CFMP)

Sacramento City Utilities will contract with a consultant to prepare/update the Comprehensive Flood Management Plan and incorporate the plan into the local Multi-hazard Emergency Response Plan.

Subtask 3.1: Identify all partners, and work with participating agencies to collect and exchange flood information then integrate the information into the plan.

Deliverable: Summary of work completed including list of identified key personnel and summary of pertinent information to be integrated into plan. Submit invoice(s) for consultant.

By whom completed: City of Sacramento Department of Utilities

Subtask 3.2: Develop Draft Comprehensive Flood Management Plan utilizing the DWR EAP Guidelines. The Draft Plan will include the following components:

- Emergency Preparedness Chapter of Sacramento City, Sacramento County DWR, American River Water District and RD 1000's CFMP
- Damaged Structure Response Plan
- Observation & Recordings of Flooded Areas.
- Flood Response Preparation Plan for the Risk Communication Chapter of the CFMP, incorporating new Rescue & Evacuation maps.

Deliverable: Draft Comprehensive Flood Management Plan. Consultant Invoices.

By whom completed: City of Sacramento Department of Utilities

Exhibit A – Scope of Work

Subtask 3.3: Incorporate comments from partner agencies and finalize CFMP

Deliverable: Final Comprehensive Emergency Action Plan. Consultant Invoices.

By whom completed: City of Sacramento Department of Utilities

Task 4. Updated Flood Plan and Maps

Subtask 4.1. Obtain the latest Central Valley Hydrology Study (CVHS) river flow data for the American River.

Deliverable: Report of work completed, including invoices, supporting documentation and copies of the new flow data for the American River.

By whom completed: Sacramento City Department of Utilities/consultant

Subtask 4.2. Meet with DWR to establish assumptions and constraints for floodplain modeling. Generate floodplain models based on newly obtained data and any additional guidance from DWR.

Deliverable: Report of work completed including invoices and final floodplain models. Models shall be sufficiently documented, including all technical memorandums and reports generated throughout the model development process. Additionally, all supplementary data, such as GIS file, will be included in this deliverable.

Subtask 4.3. Generate updated floodplain maps based on model results.

Deliverable: Report of work completed including invoices and final floodplain maps for the American River.

By whom completed: Sacramento City Department of Utilities /consultant

Subtask 4.4. Update flood plan with new floodplain maps. Make additional updates to flood plan, if necessary, based on the results of the new floodplain models.

Deliverable: Report of work completed including invoices and updated flood plan.

Task 5. Tabletop Exercise

Subtask 5.1. A tabletop exercise will be designed to test the agencies/departments' updated EAPs. This includes the ability to combine the individual plans into a single cohesive EAP.

Exhibit A – Scope of Work

Deliverable: Exercise design components including exercise playbook and scenario descriptions. Sign-in sheets, meeting notes for all planning meetings, and consultant invoices.

By whom completed: City of Sacramento Department of Utilities and consultant

Subtask 5.2. Conduct a tabletop exercise, perform an evaluation of the exercise and create an After Action Report and Improvement Plan (AAR/IP).

Deliverable: Sign-in sheets for attendees at the exercise and a copy of the tabletop exercise AAR & IP.

By whom completed: City of Sacramento Department of Utilities, Consultant

Task 6. Functional Exercise

Subtask 6.1 A functional exercise will be developed based on the tabletop exercise and subsequent AAR & IP from Task 5.

Deliverable: Exercise design components including exercise playbook and scenario descriptions. Planning meeting sign-in sheets and summary of meeting minutes.**By whom completed:** Sacramento City Department of Utilities, consultant.

Subtask 6.2. Conduct the functional exercise developed in Subtask 6.1, perform an evaluation of the exercise and create an After Action Report and Improvement Plan (AAR/IP).

Deliverable: Sign-in sheets for attendees at the exercise and a copy of the functional exercise AAR & IP.

By whom completed: City of Sacramento Department of Utilities, Consultant

Task 7. Flood Warning Sensor Upgrade – County of Sacramento

The County Department of Water Resources will purchase sensors for the locations identified in Table 1 at the end of this section, install them, and conduct tests with repeater equipment as needed to ensure proper communication between the sensors and the receiving unit.

Deliverable: Installation report, including a tabulation of installation locations, sensor descriptions, and invoice(s) for all work completed.

By whom completed: Sacramento County Department of Water Resources

Exhibit A – Scope of Work

Task 8. Flood Warning Sensor Upgrade – City of Sacramento

The Sacramento City Department of Utilities will purchase sensors for the locations identified in Table 2 at the end of this section, install them and conduct tests with repeater equipment as needed to ensure communication from the sensors to receiving unit.

Deliverable: Installation report, including a tabulation of installation locations, sensor descriptions, and invoice(s) for all work completed.

By whom completed: Sacramento City Department of Utilities

Task 9. Public Alert and Notification System Implementation and Training

The Sacramento City Police Department will oversee the implementation of new emergency notification software purchased with other funding. This grant allocation will cover contracting with a vendor to oversee the implementation of the training of all necessary personnel.

Deliverable: A list of agencies trained in the use of the Alert & Notification System. Copies of all training sign-in sheets.

By whom completed: Sacramento City Police Department

Task 10. Sacramento Metropolitan Fire Flood and Rescue Plan

Subtask 10.1. The Sacramento Metropolitan Fire District will review their existing flood and rescue procedures and develop a draft Fire, Flood and Rescue Plan. The updated Plan will follow the DWR EAP guidelines.

Deliverable: Draft of the Fire, Flood and Rescue Plan

By whom completed: Sacramento Metropolitan Fire District

Subtask 10.2. Provide a final Fire, Flood and Rescue Plan to Sacramento City Utilities Dept. for inclusion in the CFMP.

Deliverable: Final CFMP which will include updated final Fire Flood and Rescue Plan for Sacramento Metropolitan Fire District.

By whom completed: Sacramento Metropolitan Fire District

Exhibit A – Scope of Work

Table 1

County Water Level Sensor Upgrade		
North Area ALERT to ALERT2 Upgrade		
ALERT Station	Qty	Notes
Arcade & Cripple Creeks Area		
Arcade at Watt	1	replace 5096 with new ALERT2 50386
Pasadena	1	upgrade existing 50386
ARC	1	replace 5096 with new ALERT2 50386
Greenback	1	upgrade existing 50386
Arcade at Sunrise	1	replace 5096 with new ALERT2 50386
Van Maren	1	replace 5096 with new ALERT2 50386
Cripple at Sunrise	1	replace 5096 with new ALERT2 50386
Dry Creek/NEMDC Area		
D-15	1	upgrade existing 50386
Robla	1	replace 5096 with new ALERT2 50386
Elkhorn	1	upgrade existing 50386
Rio Linda	1	replace 5096 with new ALERT2 50386
Linda Creek	1	replace 5096 with new ALERT2 50386
Vernon St	1	replace 5096 with new ALERT2 50386
Orangevale	1	replace 5096 with new ALERT2 50386

Exhibit A – Scope of Work

Chicken Ranch & Strong Ranch Sloughs Area		
D-05 Pump Station	1	upgrade existing 50386
D-05 Basin	1	upgrade existing 50386
Alta Arden	1	upgrade existing 50386
Corabel	1	replace 5096 with new ALERT2 50386
Northrop	1	upgrade existing 50386
Hurley	1	replace 5096 with new ALERT2 50386
Channel Ct	1	upgrade existing 50386
Cresta Park	1	replace 5096 with new ALERT2 50386
North Area Rain Only Stations		
Prichard Lake	1	upgrade existing 50386
Metro Air Park	1	upgrade existing 50386
Chicago	1	replace 5096 with new ALERT2 50386
Rancho Cordova	1	replace 5096 with new ALERT2 50386
Repeater/Concentrator Upgrade		
Carpenter Hill	1	
Base Station Upgrade		
Receiver/Decoder	2	
Antenna/Cables/Lightning	2	
NovaStar5 Software	2	
Base Station Computer	2	
Labor		
ALERT Station Upgrade	26	
Repeater Station Upgrade	1	
Base Station Upgrade	2	

**Exhibit A – Scope of Work
Table 2**

City Water Level Sensor Upgrade		
ALERT to ALERT2 Upgrade		
ALERT Station	Qty	Notes
Natomas East Main Drainage Canal	1	replace 5096 with new ALERT2 50386
East Drainage Canal	1	replace 5096 with new ALERT2 50386
Arcade Creek @ NEMDC	1	replace 5096 with new ALERT2 50386
Morrison Creek @ Mack Rd	1	replace 5096 with new ALERT2 50386
	1	replace 5096 with new ALERT2 50386
	1	replace 5096 with new ALERT2 50386
Base Station Upgrade		
Receiver/Decoder	1	
Antenna/Cables/Lightning	1	
NovaStar5 Software	1	
Base Station Computer	1	
Labor		
Base Station & Remote site backbone design		
ALERT2 configuration and FCC radio licensing		
Base Station & remote site installation and testing		

Exhibit A – Scope of Work

PROJECT SCHEDULE (Exact start date will be adjusted to contract start date)

	Activities	Quarter 1 Ending 6/30/14	Quarter 2 Ending 9/30/14	Quarter 3 Ending 12/31/14	Quarter 4 Ending 3/31/15	Quarter 5 Ending 6/30/15	Quarter 6 Ending 9/30/15	Quarter 7 Ending 12/30/15	Quarter 8 Ending 03/30/16
Task 1. Training	Subtask 1.1								
	Subtask 1.2								
Task 2. Unified Emergency Action Plan	Subtask 2.1								
	Subtask 2.2								
Task 3. Comprehensive Flood Management Plan (CFMP)	Subtask 3.1								
	Subtask 3.2								
Task 4. Updated Flood Plan and Maps	Subtask 4.1								
	Subtask 4.2								
	Subtask 4.3								
	Subtask 4.4								
Task 5. Tabletop Exercise	Subtask 5.1								
	Subtask 5.2								
Task 6. Functional Exercise	Subtask 6.1								
	Subtask 6.2								
Task 7. Upgraded Flood Warning Sensors - County of Sac	Subtask 7.1								
Task 8. Upgraded Flood Warning Sensors - City of Sac	Subtask 8.1								
Task 9. Public Alert and Notification System Implementation & Training	Subtask 9.1								
Task 10. Sac Metro Fire Flood and Rescue Plan	Subtask 10.1								
	Subtask 10.2								

Exhibit B - Budget

The tables below constitute the planned budget for the 10 projects within the DWR Statewide grant allocation to The County of Sacramento, Office of Emergency Services (SacOES).

Itemized Budget for Tasks 1-10

Task/Subtask	Description	Cost
Task 1. Training		
Subtask 1.1	Contract with consultant to complete initial planning & assessment of Training Needs	57,000
Subtask 1.2	Schedule and conduct training courses	60,000
M&A – SacOES	M&A Applied to this Task	3000
Sub-Total		\$120,000
Task 2. Unified Emergency Action Plan (EAP)		
Subtask 2.1	Gather existing EAP's and establish a plan for updating each agency's EAP following the CA DWR EAP Guidelines. Develop a draft EAP for each agency and a Master EAP. Issue the Draft EAP for each agency's review and comments.	72,371
Subtask 2.2	Incorporate comments and suggestions into the EAP documents as appropriate. Finalize the four EAPs and the Master EAP.	72,370
M&A - SacOES		3,711
Task 2 subtotal		\$148,452
Task 3. Comprehensive Flood Management Plan (CFMP)		
Subtask 3.1	Identify all partners, work with participating agencies to collect and exchange flood information and integrate the information into the plan.	47,500
Subtask 3.2	Develop Draft Comprehensive Emergency Action Plan	47,500
Subtask 3.3	Incorporate comments from partner agencies and finalize CFMP.	51,250
M&A – SacOES	M&A Applied to this task	3,750
Task 3 subtotal		\$150,000
Task 4. Updated Flood Plan and Maps		
Subtask 4.1	Obtain new river flow data for the American River	\$30,000
Subtask 4.2	Meet with DWR to establish assumptions and constraints for flood plain modeling.	\$5,000
Subtask 4.3	Generate Updated Floodplain maps	\$50,000
Subtask 4.4	Update CFMP to include new floodplain maps	\$12,500
M&A - SacOES	M&A Applied to this task	\$2500
Task 4 Subtotal		\$100,000

Exhibit B - Budget

Task 5. Tabletop Exercise		
Subtask 5.1	Design of tabletop exercise to test revised EAP's	12,350
Subtask 5.2	Conduct the Tabletop Exercise, perform an evaluation of the exercise and create an After Action Report and Improvement Plan	16,746
M&A	M&A applied to this task	746
Task 5 subtotal		\$29,842
Task 6. Functional Exercise		
Subtask 6.1	Develop functional exercise based on Task 5	14,860
Subtask 6.2	Conduct functional exercise and create AAR & IP reports.	20,150
M&A – SacOES	M&A applied to this task	898
Task 6 subtotal		\$35,908
Task 7. Water Sensor Upgrades - County		
	Purchase and install sensors	118,950
M&A – SacOES	M&A applied to this task	3,050
Task 7 subtotal		\$122,000
Task 8. Water Sensor Upgrades – Sacramento City		
	Purchase and install sensors	109,817
M&A – SacOES	M&A applied to this task	2,815
Task 8 subtotal		\$112,632
Task 9. Public Alerts & Notification Project		
	Implement new emergency notification software and train all necessary personnel.	48,750
M&A	M&A applied to this task	1,250
Task 9 subtotal		\$50,000
Task 10. Sacramento Metro Fire Flood Plan		
Subtask 10.1	Develop a Draft Fire Flood and Rescue Plan	23,750
Subtask 10.2	Provide a final Fire Flood and Rescue Plan to the Sacramento City Utilities for inclusion in the CFMP	25,000
M&A		1,250
Task 10 subtotal		\$50,000
Total Project Cost		\$918,834

STANDARD TERMS

1. ACCOUNTING AND DEPOSIT OF GRANT DISBURSEMENT:

- a) Separate Accounting of State Grant Disbursements and Interest Records: The Grantee shall account for the money disbursed pursuant to this Agreement separately from all other Grantee's funds. The Grantee shall maintain audit and accounting procedures that are in accordance with generally accepted accounting principles and practices, consistently applied. The Grantee shall keep complete and accurate records of all receipts, disbursements, and interest earned on expenditures of such funds. The Grantee shall require its contractors or subcontractors to maintain books, records, and other documents pertinent to their work in accordance with generally accepted accounting principles and practices. Records are subject to inspection by the State at any and all reasonable times.
- b) Disposition of Money Disbursed: All money disbursed pursuant to this Agreement shall be deposited, administered, and accounted for pursuant to the provisions of applicable law.
- c) Remittance of Unexpended Funds: The Grantee, within a period of sixty (60) days from the final disbursement from the State to the Grantee of State Grant funds, shall remit to the State any unexpended funds that were disbursed to the Grantee under this Agreement and were not needed to pay Eligible Project Costs.
- d) Interim and Final Audits: The State reserves the right to conduct an audit at any time between the execution of this Agreement and the completion of the Project, with the costs of such audit borne by the State. After completion of the Project, the State may require the Grantee to conduct a final audit, at the State's expense.

Pursuant to Government Code Section 8546.7, the contracting parties shall be subject to the examination and audit of the State for a period of three years after project completion. All Grantee's records and the Grantee's subcontractors related to this agreement shall be retained for at least three years after project completion.

2. ACKNOWLEDGEMENT OF CREDIT: The Grantee shall include appropriate acknowledgement of credit to the State and to all cost-sharing partners for their support when promoting the Project, erecting signs at the project site, or using any data and/or information developed under the Agreement.
3. AMENDMENT: This Agreement may be amended at any time by mutual agreement of the parties, except insofar as any proposed amendments are in

any way contrary to applicable law. Requests by the Grantee for amendments must be in writing stating the amendment request and the reason for the request.

4. **AMERICANS WITH DISABILITIES ACT:** By signing this Agreement, Grantee assures the State that it complies with the Americans with Disabilities Act (ADA) of 1990, (42 U.S.C. 12101 et seq.), which prohibits discrimination on the basis of disability, as well as all applicable regulations and guidelines issued pursuant to the ADA.
5. **ANTITRUST CLAIMS:** Grantee shall comply with all applicable laws and regulations regarding securing competitive bids and undertaking competitive negotiations in Grantee's contracts with other entities for acquisition of goods, and services and construction of public works with funds provided by the State under this Agreement.
6. **APPROVAL:** This Agreement is of no force or effect until signed by all parties to the agreement. Grantee may not submit invoices or receive payment until has all required signatures have been obtained.
7. **AVAILABILITY OF FUNDS:** Work to be performed under this contract is subject to availability of funds through the State's normal budget process.
8. **CALIFORNIA CONSERVATION CORPS:** As required in Water Code section 79038(b), Grantee shall examine the feasibility of using the California Conservation Corps or community conservation corps to accomplish the habitat restoration, enhancement and protection activities listed in the Scope of Work (Exhibit C), and shall use the services of one of these organizations whenever feasible.
9. **CLAIMS DISPUTE:** Any claim that the Grantee may have regarding the performance of this agreement including, but not limited to, claims for additional compensation or extension of time, shall be submitted to the Project Manager, Department of Water Resources, within thirty (30) days of the Grantee's knowledge of the claim. Project Manager and Grantee shall then attempt to negotiate a resolution of such claim and process an amendment to this Agreement to implement the terms of any such resolution.
10. **COMPETITIVE BIDDING AND PROCUREMENTS:** Grantee shall comply with all applicable laws and regulations securing competitive bids and undertaking competitive negotiations in Funding Recipient's contracts with other entities for acquisition of goods and services and construction of public works with funds provided by State under this Funding Agreement.

11. **CONDITIONS FOR DISBURSEMENT:** The State shall have no obligation to disburse money under this Agreement unless and until the Grantee has satisfied the State that the disbursement is in accordance with the requirements of the legislation creating the funding source for the grant funds. Before engaging in site modifications to be paid for from State funds, the grantee must complete the following:

- a) For Construction Projects, the Grantee must submit to the State, final plans and specifications certified by a California Registered Civil Engineer or equivalent documentation as to compliance with the approved Project.
- b) The Grantee must submit a written statement by an authorized representative that it has obtained all necessary permits, easements, rights-of-way and approvals as may be required by other State, federal, and/or local agencies, as specified in Section 11 of this Agreement.
- c) The Grantee must demonstrate compliance with the California Environmental Quality Act and if applicable the National Environmental Policy Act by submitting copies of any environmental documents, including environmental impact reports, environmental impact statements, negative declarations, mitigation agreements, legal notices and environmental permits as may be required prior to modifying the Project site.
- d) The Grantee must demonstrate continuing availability of sufficient funds to complete the Project.
- e) The Grantee shall develop, and submit for State approval, a plan to minimize the impacts to adjacent landowners (California Water Code Section 79041, Division 26, Chapter 5, Article 2.5). This plan may require completion of a hydrologic and hydraulic study, and if so the specifications will be included in Exhibit C, the project Scope of Work.

12. **CONFLICT OF INTEREST:**

- a) Current State Employees:
No state 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.

No state officer or employee shall contract on his or her own behalf as an independent contractor with any state agency to provide goods or services.

- b) Former State Employees:

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 Agreement while employed in any capacity by any state agency.

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 Agreement within the twelve-month period prior to his or her leaving state service.

- c) City/County/Non Profit Employees:
No employee, officer, employer or agency of the City/County/Non Profit shall participate in the selection or in the award or administration of a contract supported by State Funds if a conflict of interest, real or apparent, would be involved. The City/County/Non Profit shall comply with all applicable laws on conflict of interest including, but not limited to the following: Public Contract Code (PCC) Sections 10335.5 et seq., PCC Sections 10365.5 et seq., PCC Sections 10410 et seq., and Government Code Sections 1090 et seq., and 8100 et seq.

13. DRUG-FREE WORKPLACE CERTIFICATION: By signing this contract, the Grantee hereby certifies under penalty of perjury under the laws of the State of California that the Grantee will comply with the requirements of the Drug-Free Workplace Act of 1990 (Government Code Section 8350 et seq.) and will provide a drug-free workplace by taking the following actions:

- a) Publish a statement notifying employees, contractors and subcontractors that unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited and specifying actions to be taken against employees, contractors or subcontractors for violations.
- b) Establish a Drug-Free Awareness Program to inform employees, contractors and subcontractors about all of the following:
1. The dangers of drug abuse in the workplace,
 2. The Grantee's policy of maintaining a drug-free workplace,
 3. Any available counseling, rehabilitation and employee assistance programs, and
 4. Penalties that may be imposed upon employees, contractors or subcontractors for drug abuse violations.
- c) Every employee, contractor and subcontractor who works under this Agreement:

1. Will receive a copy of the Grantee's drug-free policy statement, and
2. Will agree to abide by terms of the Grantee's statement as a condition of employment, contract or subcontract.

14. **EASEMENTS:** Where the Grantee acquires property in fee title or funds improvements to property already owned in fee by the Grantee using grant funds provided through this Agreement, an appropriate easement or other title restriction providing for floodplain preservation and agricultural and/or wildlife habitat conservation for the subject property in perpetuity, approved by the State, shall be conveyed to a regulatory or trustee agency or conservation group acceptable to the State. The easement or other title restriction must be in first position ahead of any recorded mortgage or lien on the property unless this requirement is waived by the State.

Where the Grantee acquires an easement under this Agreement, the grantee agrees to monitor and enforce the terms of the easement, unless the easement is subsequently transferred to another land management or conservation organization or entity with State permission, at which time monitoring and enforcement responsibilities will transfer to new easement owner.

Failure to provide an easement acceptable to the State can result in termination of this Agreement.

15. **ELIGIBLE PROJECT COSTS:** Grantee shall apply State Grant funds received only to eligible project costs, as identified in Exhibit D - Budget.
16. **GOVERNING LAW:** This Agreement is governed by and shall be interpreted in accordance with the laws of the State of California.
17. **INDEMNIFICATION:** Grantee shall indemnify and hold and save the State, its officers, agents, and employees, free and harmless from any and all liabilities for any claims and damages (including inverse condemnation) that may arise out of the Project and this Agreement, including, but not limited to any claims or damages arising from the planning, design, construction, maintenance and/or operation of levee rehabilitation measures for this Project and any breach of this Agreement. Grantee shall require its contractors to name the State, its officers, agents, and employees as additional insureds on their liability insurance for activities undertaken pursuant to this Agreement.
18. **INSPECTIONS OF PROJECT BY STATE:** The State shall have the right to inspect the work being performed at any and all reasonable times during the term of the Agreement. This right shall extend to any subcontracts, and the Grantee shall include provisions ensuring such access in all its contracts or subcontracts entered into pursuant to its Agreement with the State.

19. **INSPECTIONS OF BOOKS, RECORDS AND REPORTS:** During regular office hours, each of the parties hereto and their duly authorized representatives shall have the right to inspect and to make copies of any books, records, or reports of either party pertaining to this Funding Agreement or matters related hereto. Each of the parties hereto shall maintain and shall make available at all times for such inspection accurate records of all its costs, disbursements, and receipts with respect to its activities under this Funding Agreement. Failure or refusal by Grantee to comply with this provision shall be considered a breach of this Funding Agreement, and the State may withhold disbursements to Grantee or take any other action it deems necessary to protect its interests as provided in the Funding Agreement.

20. **LABOR COMPLIANCE PLAN:** Prior to awarding a contract for public works projects funded in whole or in part from Proposition 84, the Safe Drinking Water, Water Quality and Supply, Flood Control, River and Coastal Protection Bond Act of 2006, or any other source of funding so requiring, the grantee shall comply with Public Resources Code Section 75075, which requires adoption and enforcement of a labor compliance program pursuant to subdivision (b) of Labor Code Section 1771.5 for application to the funded public works project. At the State's request, Grantee must promptly submit written evidence of its compliance with Labor Compliance Program requirements.

21. **NONDISCRIMINATION:** During the performance of this Agreement, the Grantee, its contractors, and subcontractors shall not unlawfully discriminate, harass, or allow harassment against any employee or applicant for employment because of sex, race, color, ancestry, religious creed, national origin, physical disability (including HIV and AIDS), mental disability, medical condition (cancer), age (over 40), marital status, and denial of family care leave. Grantee and subcontractors shall insure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment. Grantee and subcontractors shall comply with the provisions of the Fair Employment and Housing Act (Govt. Code § 12990 (a-f) et seq.) and the applicable regulations promulgated thereunder (California Code of Regulations, Title 2, Section 7285 et. seq.). The applicable regulations of the Fair Employment and Housing Commission implementing Government Code § 12990 (a-f), set forth in Chapter 5 of Division 4 of Title 2 of the California Code of Regulations, are incorporated into this Agreement by reference and made a part hereof as if set forth in full. Grantee and its subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement.

Grantee shall include the nondiscrimination and compliance provisions of this clause in all subcontracts to perform work under the Funding Agreement.

22. **PROHIBITION AGAINST DISPOSAL OF PROPERTY WITHOUT STATE PERMISSION:** The Grantee shall not sell, abandon, lease, transfer, exchange, mortgage, hypothecate, or encumber in any manner whatsoever all or any portion of any real or other property necessarily connected or used in conjunction with the Project, without prior permission of the State. The Grantee shall not take any action, including but not limited to actions relating to user fees, charges, and assessments that could adversely affect the ability of the Grantee to meet its obligations under this Agreement, without prior written permission of the State. The State may require that the proceeds from the disposition of any real or personal property be remitted to the State to be applied to the Grantee's indebtedness under this Agreement.
23. **REIMBURSEMENT CLAUSE:** If applicable, travel and per diem expenses to be reimbursed under this contract shall be the same rates the State provides for unrepresented employees in accordance with the provisions of Title 2, Chapter 3, of the California Code of Regulations.
24. **SEVERABILITY:** In the event that any provision of this Agreement is unenforceable or held to be unenforceable, then the parties agree that all other provisions of this Agreement have force and effect and shall not be affected thereby.
25. **SUCCESSOR AND ASSIGNS:** This Agreement and all of its provisions shall apply to and bind the successors and assigns of the parties hereto. No assignment or transfer of this Agreement or any part thereof, rights hereunder, or interest herein by the Grantee shall be valid unless and until it is approved by the State and made subject to such reasonable terms and conditions as the State may impose.
26. **TERMINATION WITHOUT CAUSE:** The State may terminate this Agreement without cause on 30 days advance written notice. The Grantee shall be reimbursed for all reasonable expenses incurred up to the date of termination.
27. **TERMINATION FOR CAUSE:** The State may terminate this Agreement and be relieved of any payments should the Grantee fail to perform the requirements of this Agreement at the time and in the manner herein provided including but not limited to reasons of default under Standard Term 29 – Termination By Grantee.
28. **TERMINATION BY GRANTEE:** Subject to State approval which may be reasonably withheld, Grantee may terminate this Agreement and be relieved of contractual obligations. In doing so, Grantee must provide a reason(s) for termination. Grantee must submit all progress reports summarizing accomplishments up until termination date.
29. **THIRD PARTY BENEFICIARIES:** The parties to this Agreement do not intend to create rights in, or grant remedies to, any third party as a beneficiary of this

Agreement, or any duty, covenant, obligation or understanding established herein.

30. **TIMELINESS:** Time is of the essence in this Agreement.

31. **WITHHOLDING OF GRANT FUNDS BY STATE:**

- a) **Withholding Clause:** The State, at its discretion, may withhold ten percent (10%) of the funds requested by the Grantee for reimbursement of Eligible Project Costs until the Project is completed and Final Report is received. Withheld funds may be released upon completion of milestones identified in Exhibit A, the project Scope of Work.
- b) **Additional Conditions for Withholding:** If the State determines that the Project is not being completed substantially in accordance with the provisions of this Agreement or that the Grantee has failed in any other respect to comply substantially with the provisions of this Agreement, and if the Grantee does not remedy any such failure to the State's satisfaction, the State may withhold from the Grantee all or any portion of the State Grant commitment and take any other action that it deems necessary to protect its interests.

32. **WORKERS' COMPENSATION:** The Grantee affirms that it is aware of the provisions of Section 3700 of the California Labor Code, which require every employer to be insured against liability for workers' compensation or to undertake self insurance in accordance with the provisions of that code, and the Grantee affirms that it will comply with such provisions before commencing the performance of the work under this Agreement and will make its contractors and subcontractors aware of this provision.

EXHIBIT D

There is no Exhibit D.

Exhibit E – Maintenance Plan

1. Equipment per Projects/Tasks 7 and 8

The County of Sacramento Department of Water Quality and Sacramento City Department of Utilities will purchase replacement sensor heads for existing, installed sensors around the city and county waterways. (See Exhibit A Tables I & II). There is not a requirement for regular maintenance and both agencies have funding for repair and on-going oversight of the flood sensors. In the event of a need to repair a sensor or the microwave equipment which send the signal to the agencies, both agencies have existing staff and funding with which to respond. This includes:

- a. Personnel allocated to perform maintenance if required
- b. Required equipment for maintenance

2. Funding

- a. There is no specific funding necessary or allocated for regular maintenance or warranty fees.

The Department of Water Resources is not responsible for the funding or execution of any scheduled maintenance or emergency repair activities related to equipment purchased under this grant project.

California Department of Water Resources
Statewide Grant
Subaward Agreement

This Subaward Agreement is made by and between the County of Sacramento a political subdivision of the State of California, hereinafter referred to as “COUNTY” and the City of Sacramento, a municipal corporation, hereinafter referred to as “SUB-GRANTEE”.

RECITALS

WHEREAS, COUNTY is the Grantee of this award of Statewide Grant funds from the California Department of Water Resources (CA DWR) and SUB-GRANTEE has been awarded a portion of the grant for multiple projects to include planning, training, exercise preparation and delivery, flood mitigation and a citizen notification and warning project; and

WHEREAS, the purpose of this Agreement is to memorialize SUB-GRANTEE’S legal obligations with respect to its use of the California Department of Water Resources Statewide Grant funds and its compliance with applicable legal requirements to assist in financing Flood Emergency Response projects; and

WHEREAS, pursuant to Sacramento County Board of Supervisors Resolution # 2013-0146 and 2013-0619, the Chief of the Sacramento County Office of Emergency Services (SacOES) has been authorized to execute this Agreement on behalf of COUNTY; and

WHEREAS, COUNTY and SUB-GRANTEE desire to enter into this Agreement on the terms and conditions set forth herein.

NOW, THEREFORE, in consideration of the mutual promises hereinafter set forth, COUNTY and SUB-GRANTEE agree as follows:

1. **SCOPE OF GRANT ACTIVITIES:** SUB-GRANTEE shall expend the CA DWR Statewide grant funds (Grant Funds) awarded to it in the amount, type and manner described in Exhibit A (entitled Scope of Grant Activities), which is attached hereto and incorporated herein.

2. **GRANT OBLIGATIONS:** SUB-GRANTEE's obligations with respect to the Grant Funds awarded it pursuant to this Agreement shall include, but are not limited to, compliance with the following specific requirements:

a. **SUB-GRANTEE REQUIREMENTS:**

- i. Before authorizing project work, SUB-GRANTEE must complete any required environmental documents, and obtain any required permits, if applicable.
- ii. Sub-Grantee shall prepare quarterly progress reports and deliver to COUNTY not later than the 15th day following the end of the quarter.
- iii. All expenses must be supported with documentation, with reimbursements approved only for eligible expenses pursuant to the grant program guidelines *and* contained within the approved project budget.
- iv. After project completion, COUNTY may perform on-site monitoring to confirm expenditures were made according to the established plan.
- v. Upon project completion, the SUB-Grantee must verify that the project applies with all applicable current laws and regulations and submit documents verifying project completion summarizing total project costs for each individual Task and Sub-Task, and additional funding sources used, as applicable.
- vi. Prior to the approval of the final invoice, SUB-GRANTEE must submit a Project Completion Report which includes a copy of all project deliverables.

b. **STATE and LOCAL REQUIREMENTS:** SUB-GRANTEE's use of the Grant Funds provided to this Agreement is subject to compliance with applicable laws of the State of California, and applicable ordinances of the County of Sacramento and the City of Sacramento. Applicable statutes include, but are not limited to:

- i. Government Code, Section 1090,
- ii. Public Contract Code, Sections 10410 and 10411,
- iii. California Labor Code Sections 1770 et seq of the California Labor Code including the requirement for public works contractors to pay General Prevailing Wage rates. These rates may be obtained from the CA Department of Industrial Relations or any source authorized by the State Department of Industrial Relations.

- iv. For all project activities that could affect the environment, the SUB-GRANTEE must comply with the California Environmental Quality Agency (CEQA) requirements as applicable
- c. **NOTIFICATION of ADVERSE DEVELOPMENTS:** The SUB-GRANTEE shall immediately notify COUNTY of any developments that have a significant impact on the Grant Activities. Notification to COUNTY shall further be given in the case of problems, delays or adverse conditions which materially impair the ability to meet the objectives and timeline of the Grant Projects and Tasks. This notification shall include a statement of the action taken or contemplated and any assistance needed to resolve the situation.
- i. **STANDARDS for FINANCIAL MANAGEMENT SYSTEMS and ADMINISTRATION:** SUB-GRANTEE's use of the Grant Funds shall be subject to all applicable State, County and Sacramento City laws, regulations, policies, guidelines and requirements. In the absence of regulations with a higher precedent, COUNTY and SUB-GRANTEE will follow federal Office of Management and Budget (OMB) guidelines for financial management and administration.
- d. **PRIOR APPROVALS:** All changes, including but not limited to the following shall be requested in writing and in advance from COUNTY and approved in writing by COUNTY prior to any change being authorized.
- i. Material change of scope or objectives.
 - ii. Extension of the Performance Period of the approved project or of the over-all grant.
 - iii. A need for additional state funding.
 - iv. Inclusion of new costs that require additional prior approval by the state or Environmental Protection Agency.
 - v. The subaward, transfer, or contracting out of any work under this award, unless already approved by COUNTY and specifically approved and funded in Exhibit A - Scope of Work. The SUB-GRANTEE's request for approval shall include the following supporting data:
 - A. Basis for contractor selection;
 - B. Justification for lack of competitive process when competitive bids or offers are not obtained;
 - C. Basis for award cost or price, to include price or cost analysis performed by SUB-GRANTEE; and

- e. **PRE-AWARD COSTS:** SUB-GRANTEE may not incur costs in advance of the grant award (pre-award costs) prior to the effective date of the contract.
- f. **UNEXPENDED ALLOCATION:** SUB-GRANTEE is not authorized to carry forward any unexpended allocation of grant funds to another project without prior authorization of COUNTY.
- g. **AUDITS, MONITORING and ACCESS to RECORDS:** The SUB-GRANTEE shall be subject to audits and monitoring by the State of California and COUNTY. The state and COUNTY shall have direct access to sufficient records and information of the SUB-GRANTEE Projects as may be determined at their reasonable discretion, to ensure full accountability.
- h. **PROCUREMENT:** SUB-GRANTEE's systems for acquiring goods and services under this Agreement shall comply with SUB-GRANTEE's own procedures and requirements for procurement.
- j. **USE OF GRANT FUNDS FOR FEE OR PROFIT:** The use of these California state originated Grant Funds for the payment of any fee or profit under a subaward, as defined in federal regulations 44 CFR Part 13.25, is not allowable. The term subaward does not include the SUB-GRANTEE's procurement of goods and services necessary to carry out the grant activities.
- k. **OWNERSHIP OF WORK PRODUCT:** All technical data, evaluations, plans, specifications, reports, documents, or other work products developed by SUB-GRANTEE hereunder shall be the property of the Grantee (COUNTY), SUB-GRANTEE, and State of California Department of Water Resources. SUB-GRANTEE may retain copies thereof for its files and internal use. Publication of the information directly derived from work performed or data obtained in connection with services rendered under this Agreement must first be approved in writing by COUNTY and State of California Department of Water Resources as applicable.
- l. **PROPERTY:** No real property may be acquired with Grant Funds.

m. **REPORTS:** Reports shall be furnished by SUB-GRANTEE as specified below:

- i. Quarterly Status Report. This report is due 15 days after quarter end and shall keep COUNTY informed of SUB-GRANTEE activity and progress toward accomplishment of the objectives of the grant activities.
- ii. Updated Budget: This report is due along with the Quarterly Status Report and should include financial activity on the project. This report is not required if there are no financial activities during a given quarter.
- iii. Final Technical Report. This report is due not later than ninety (90) days after the completion of all projects assigned within the grant. The report shall document the results of the complete effort, containing brief information on each of the following:
 - a. A comparison of actual accomplishments with the goals and objectives established for the grant activities.
 - b. Reasons why established goals were not met, if appropriate.
 - c. Other pertinent information.

n. **ELECTRONIC AND PAPER REPORTING:** Reports shall be submitted electronically to COUNTY at an email address to be specified. Reimbursement claims, documentation and other shall be submitted electronically to such e-mail address, with an electronic signature, or a paper/wet signature mailed to the offices of COUNTY at:

Sacramento County Office of Emergency Services
3720 Dudley Blvd., #122
McClellan, CA 95652

o. **POST-AWARD REQUIREMENTS:** Closeout and continuing responsibilities such as equipment tracking and records retention shall be subject to the requirements of COUNTY policy and procedure.

3. **PAYMENTS:**

- a) Payments for this grant program are made “Reimbursement Style” after submission to COUNTY, and COUNTY submission to state. The Reimbursement Request Form shall include back-up documentation and is due by the 15th of the month following the end of any quarter. COUNTY shall

review the Reimbursement Request form and supporting documentation. If approved, COUNTY shall submit the request for reimbursement to CA DWR on behalf of the SUB-GRANTEE. If COUNTY identifies any deficiencies in the reimbursement request form or documentation, COUNTY shall identify them to the SUB-GRANTEE along with appropriate corrective action necessary in order to proceed with request to CA DWR. SUB-GRANTEE shall be responsible for correcting all identified deficiencies in the submittal.

b) Upon receipt of reimbursement funds from CA DWR, COUNTY will process and submit a payment request to the County Department of Finance.

4. **DEMANDS FOR REPAYMENT OF GRANT FUNDS:** SUB-GRANTEE understands and acknowledges that its failure to comply with the requirements of this Agreement, including but not limited to its failure to comply with the rules and regulations governing the use of CA DWR Statewide Grant Funds, may result in an audit of SUB-GRANTEE's use of Grant Funds or SUB-GRANTEE's compliance with the rules and regulations governing its use of the Grant Funds, or both, by COUNTY or any CA DWR auditing agency assigned. SUB-GRANTEE further understands and acknowledges that the result of any such audit may be a demand by CA DWR that some or all of the Grant Funds be repaid. SUB-GRANTEE shall indemnify, defend, and hold harmless COUNTY, its Board of Supervisors, officers, directors, agents and employees from and against any and all claims, demands, actions, losses, liabilities, damages and costs, including reasonable attorneys' fees arising out of or resulting from a demand from CA DWR or the State of California for repayment of some or all of the Grant Funds as a result of SUB-GRANTEE's failure to comply with any term or condition of this Agreement.
5. **TERM OF AGREEMENT:** The term of this Agreement commences on the date signed by all parties, and shall terminate on December 31, 2015. SUB-GRANTEE is authorized to commence the grant activities consistent with Exhibit A upon the full execution of this Agreement. SUB-GRANTEE shall be required to complete all grant activities set forth in Exhibit A as of the termination date of this Agreement. This Agreement further prescribes milestones for project/task achievement as set forth in Exhibit A that will be used to assess timely performance of the approved grant activities and SUB-GRANTEE shall be required to complete the grant activities consistent with the timeline for each such milestone unless an extension of the relevant milestone is granted. Extensions

of milestones must be requested in writing and approved by COUNTY prior to the milestone deadline.

6. **NOTICE:** Any notice, demand, request, consent, or approval that either party hereto may or is required to give the other pursuant to this Agreement shall be in writing and shall be either personally delivered or sent by mail, addressed as follows:

TO COUNTY	TO SUB-GRANTEE
Stephen Cantelme, Chief Sacramento County Office of Emergency Services 3720 Dudley Blvd. Rm. #122 McClellan, CA 95652	Lisa Deklinski, Program Specialist City of Sacramento, Department of Utilities 1391 35 th Avenue Sacramento, CA 95822

Either party may change the address to which subsequent notice and/or other communications can be sent by giving written notice designating a change of address to the other party, which shall be effective upon receipt.

7. **TERMINATION AND ENFORCEMENT:** This Agreement may be terminated by COUNTY if SUB-GRANTEE materially fails to comply with the terms and conditions of this Agreement and SUB-GRANTEE fails to correct such material noncompliance within 30 days after service of COUNTY’s written notice thereof on SUB-GRANTEE. Such termination shall be effective upon service of COUNTY’s written notice of termination on SUB-GRANTEE following the expiration of such 30 day period without correction by SUB-GRANTEE.
8. **INDEMNIFICATION:** In addition to the indemnification provided for in Section 4 hereof, SUB-GRANTEE shall indemnify, defend, and hold harmless COUNTY, its Board of Supervisors, officers, directors, agents, employees and volunteers from and against any and all claims, demands, actions, losses, liabilities, damages and costs, including reasonable attorneys’ fees arising out of or resulting from the SUB-GRANTEE’s negligent or wrongful acts or omissions in performing grant-funded activities described in Exhibit A.
9. **ENTIRE UNDERSTANDING:** This Agreement represents the entire understanding of COUNTY and SUB-GRANTEE as to those matters contained herein. No prior oral or written understanding shall be of any force or effect with respect to those matters covered hereunder. This Agreement may only be modified by amendment in writing signed by both Parties.

10. **SUCCESSORS AND ASSIGNS:** This Agreement is to be binding on the successors and assigns of the parties hereto. The services called for herein are deemed unique and SUB-GRANTEE shall not assign, transfer or otherwise substitute its interest in this Agreement.
11. **VALIDITY OF ALL PARTS OF THE AGREEMENT:** Should any part of this Agreement be declared by a final decision by a court or tribunal of competent jurisdiction to be unconstitutional, invalid or beyond the authority of either party to enter into or carry out, such decision shall not affect the validity of the remainder of this Agreement, which shall continue in full force and effect, provided that the remainder of this Agreement can be interpreted to give effect to the intentions of the parties.
12. **MULTIPLE COPIES OF THE AGREEMENT:** This Agreement may be executed in counterparts, each of which shall be deemed an original, but which together shall constitute a single document.
13. **GOVERNING STATE LAWS:** This Agreement and all matters relating to it shall be governed by the laws of the State of California.
14. **WAIVERS IN PART:** COUNTY's waiver of the performance of any covenant, condition, obligation, representation, warranty or promise in this Agreement shall not invalidate this Agreement or be deemed a waiver of any other covenant, condition, obligation, representation, warranty or promised. COUNTY's waiver of the time for performing any act or condition hereunder does not constitute a waiver of the act or condition itself.
15. **DISCRIMINATION PROHIBITED:** There shall be no discrimination against any person on account of race, color, religion, creed, national origin, ancestry, gender, age, marital status, disability or sexual orientation in the performance of this Agreement.
16. **INTERPRETATION:** This Agreement shall be deemed to have been prepared equally by both of the parties, and the Agreement and its individual provisions shall not be construed or interpreted more favorably for on part on the basis that the other party prepared it.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed as of the day and year first written above.

**COUNTY OF SACRAMENTO, a
Political subdivision of the State of
California**

SUB-GRANTEE

**By _____
Stephen Cantelme, Chief of SacOES**

By _____

Date _____

Date _____

**By _____
Krista Whitman, Assistant County
Counsel**

**Approved as to Form:
By _____
City Attorney**

Date _____

**Attest:
By _____
City Clerk**

EXHIBIT A
To Agreement between the County of Sacramento (COUNTY) and the City of Sacramento, a Municipal Corporation (SUB-GRANTEE)

SCOPE OF WORK:

Task 1. Training:

The Sacramento City Utilities and/or hired consultant will perform an assessment of all participating agencies in this grant program to determine the level of training needed to obtain/maintain Standardized Emergency Management System (SEMS) and National Incident Management System (NIMS) compliance.

At a minimum, the following courses, with federal class identifications of ICS 100, ICS 200, Incident Command for Single Resources and ICS/EOC Interface will be offered as well as additional courses identified in the assessment.

Subtask 1.1: Contract with a consultant to complete initial planning & assessment of training needs.

Deliverable: Report including documents showing assessment needs as determined by survey, copy of the consultant's contract, and invoices including supporting documentation.

Subtask 1.2: Schedule and conduct training courses.

Deliverable: Report which includes courses, dates/time/location, copy of sign-in sheets for participants.

Task 2. Unified Emergency Action Plan:

Develop Emergency Action Plans (EAP's) for the City of Sacramento Utilities Department, Sacramento County Department of Water Resources, Reclamation District 1000, and the American River Water District using the Emergency Action Plan guidelines from the California Department of Water Resources (DWR).

Begin work on establishing individual EAP's and creating a master regional EAP. A draft EAP will be submitted to each agency for review and comments. A Final EAP will be provided to each agency and to COUNTY.

Subtask 2.1: Gather existing EAP's from the four agencies and review the EAP's to determine exactly which sections must be updated. Establish a plan for updating each agency's EAP following the DWR EAP Guidelines. Develop a draft EAP for each agency and a Master EAP. Issue the Draft EAP for each agency's review and comments.

Deliverable: Copies of the draft EAP's for each agency and the Master Plan will be submitted along with consultants' invoices for work conducted on the draft EAP's.

Subtask 2.2: Receive comments and suggestions from each of the four agencies on the Draft EAP's. Review and incorporate comments and suggestions into the four EAP's and the master EAP as appropriate. Finalize the four EAP's and the Master EAP's. Deliver the final EAP's to all four agencies. The Master EAP will be submitted to the DWR, Sacramento City Utilities and Sacramento County DWR.

Deliverable: Submit to DWR the finalized EAP's for each agency and the Master EAP.

Task 3. Comprehensive Flood Management Plan (CFMP)

Sacramento City Utilities will contract with a consultant to prepare/update the Comprehensive Flood Management Plan and incorporate the plan into the local Multi-hazard Emergency Response Plan.

Subtask 3.1: Identify all partners, and work with participating agencies to collect and exchange flood information then integrate the information into the plan.

Deliverable: Summary of work completed including list of identified key personnel and summary of pertinent information to be integrated into plan. Submit invoice(s) for consultant.

Subtask 3.2: Develop Draft CFMP utilizing the California DWR EAP guidelines. The Draft Plan will include the following components:

- Emergency Preparedness Chapter of Sacramento City, Sacramento County DWR, American River Water District and Reclamation District 1000's CFMP's.
- Damaged Structure Response Plan
- Observation & Recordings of Flooded Areas.
- Flood Response Preparation Plan for the Risk Communication Chapter of the CFMP, incorporating new Rescue & Evacuation maps.

Deliverable: Draft CFMP Plan, Consultant Invoices.

Subtask 3.3: Incorporate comments from partner agencies and finalize CFMP.

Deliverable: Final CFMP Plan. Consultant Invoices

Task 4. Updated Flood Plan and Maps

Subtask 4.1: Obtain the latest Central Valley Hydrology Study (CVHS) river flow data for the American River.

Deliverable: Report of work completed, including invoices, supporting documentation and copies of the new flow data for the American River.

Subtask 4.2: Meet with DWR to establish assumptions and constraints for floodplain modeling. Generate floodplain models based on newly obtained data and any additional guidance from DWR.

Deliverable: Report of work completed including invoices and final floodplain models. Models shall be sufficiently documented, including all technical memorandums and reports generated throughout the model development process. Additionally, all supplementary data, such as GIS file, will be included in this deliverable.

Subtask 4.3: Generate updated floodplain maps based on the model results.

Deliverable: Report of work completed including invoices and final floodplain maps for the American River.

Subtask 4.4: Update flood plan with new floodplain maps. Make additional updates to flood plan if necessary, based on the results of the new floodplain models.

Deliverable: Report of work completed including invoices and updated flood plan.

Task 5. Tabletop Exercise

Subtask 5.1: A tabletop exercise will be designed to test the agencies/departments' updated EAP's. This includes the ability to combine the individual plans into a single cohesive EAP.

Deliverable: Exercise design components including exercise playbook and scenario descriptions. Sign-In sheets, meeting notes for all planning meetings and consultant invoices.

Subtask 5.2: Conduct a tabletop exercise, perform an evaluation of the exercise and create an After Action Report and Improvement Plan (AAR/IP).

Deliverable: Sign-in sheets for attendees at the exercise and a copy of the tabletop exercise AAR & IP.

Task 6. Functional Exercise

Subtask 6.1: A functional exercise will be developed based on the tabletop exercise and subsequent AAR & IP from Task 5.

Deliverable: Exercise design components including exercise playbook and scenario descriptions. Planning meeting sign-in sheets and copy of meeting minutes.

Subtask 6.2: Conduct the functional exercise developed in Subtask 6.1, perform an evaluation of the exercise and create an After Action Report and Improvement Plan (AAR/IP)

Deliverable: Sign-In sheets for attendees at the exercise and a copy of the functional exercise AAR & IP.

Task 7 – Belongs to Another Sub-Grantee

Task 8 – Flood Warning Sensor Upgrade – City of Sacramento

Task 8: The Sacramento City Department of Utilities will purchase sensors for the locations identified in Table 1 at the end of this section, install them and conduct tests with repeater equipment as needed to ensure communication from the sensors to receiving unit.

Deliverable: Installation report, including a tabulation of installation locations, sensor descriptions, and invoice(s) for all work completed.

Task 9 – Public Alert and Notification System Implementation and Training

The Sacramento City Police Department will oversee the implementation of new emergency notification software (purchased with other funding). The grant allocation for this project will cover contracting with a vendor to oversee the the training and of all necessary personnel.

Deliverable: A report listing all person trained, their agency and date of training in the use of the Alert & Notification System.

Table 1

City Water Level Sensor Upgrade		
ALERT to ALERT2 Upgrade		
ALERT Station	Qty	Notes
Natomas East Main Drainage Canal	1	replace 5096 with new ALERT2 50386
East Drainage Canal	1	replace 5096 with new ALERT2 50386
Arcade Creek @ NEMDC	1	replace 5096 with new ALERT2 50386
Morrison Creek @ Mack Rd	1	replace 5096 with new ALERT2 50386
	1	replace 5096 with new ALERT2 50386
	1	replace 5096 with new ALERT2 50386
Base Station Upgrade		
Receiver/Decoder	1	
Antenna/Cables/Lightning	1	
NovaStar5 Software	1	
Base Station Computer	1	
Labor		
Base Station & Remote site backbone design		
ALERT2 configuration and FCC radio licensing		
Base Station & remote site installation and testing		

Table 2

This timeline is an approximation and may be changed without a formal amendment to the Agreement

	Activities	Quarter 1 Ending 6/30/14	Quarter 2 Ending 9/30/14	Quarter 3 Ending 12/31/14	Quarter 4 Ending 3/31/15	Quarter 5 Ending 6/30/15	Quarter 6 Ending 9/30/15	Quarter 7 Ending 12/30/15	Quarter 8 Ending 03/30/16
Task 1	Subtask 1.1								
	Subtask 1.2								
	Subtask 1.3								
Task 2	Subtask 2.1								
	Subtask 2.2								
Task 3	Subtask 3.1								
	Subtask 3.2								
	Subtask 3.3								
Task 4	Subtask 4.1								
	Subtask 4.2								
Task 5	Subtask 5.1								
	Subtask 5.2								
Task 6	Subtask 6.1								
Task 8	Subtask 8.1								

EXHIBIT B
To Agreement between the County of Sacramento (COUNTY) and the City of Sacramento, Department of Utilities and Police (SUB-GRANTEE)

BUDGET

The table below constitutes the planned budget within the tasks itemized in Exhibit A for the 8 projects within the DWR Statewide grant allocation to The City of Sacramento Utilities and Police Department.

Itemized Budget - \$728,164

Task/Subtask	Description	Cost
Task 1. Training		
Subtask 1.1	Contract with consultant to complete initial planning & assessment of Training Needs	57,000
Subtask 1.2	Schedule and conduct training courses	57,184
Sub-Total		\$114,184
Task 2. Unified Emergency Action Plan (EAP)		
Subtask 2.1	Gather existing EAP's and establish a plan for updating each agency's EAP following the CA DWR EAP Guidelines. Develop a draft EAP for each agency and a Master EAP. Issue the Draft EAP for each agency's review and comments.	72,371
Subtask 2.2	Incorporate comments and suggestions into the EAP documents as appropriate. Finalize the four EAPs and the Master EAP.	72,370
Task 2 subtotal		\$144,741
Task 3. Comprehensive Flood Management Plan (CFMP)		
Subtask 3.1	Identify all partners, work with participating agencies to collect and exchange flood information and integrate the information into the plan.	47,500
Subtask 3.2	Develop Draft Comprehensive Emergency Action Plan	47,500
Subtask 3.3	Incorporate comments from partner agencies and finalize CFMP.	51,250
Task 3 subtotal		\$146,250
Task 4. Updated Flood Plan and Maps		
Subtask 4.1	Obtain new river flow data and maps for the American River	\$30,000
Subtask 4.2	Meet with DWR to establish assumptions and constraints for flood plain modeling.	\$5,000

Subtask 4.3	Generate Updated Floodplain maps	\$50,000
Subtask 4.4	Update CFMP to include new floodplain maps	\$12,500
Task 4 Subtotal		\$97,500
Task 5. Tabletop Exercise		
Subtask 5.1	Design of tabletop exercise to test revised EAP's	12,350
Subtask 5.2	Conduct the Tabletop Exercise, perform an evaluation of the exercise and create an After Action Report and Improvement Plan	16,746
Task 5 subtotal		\$29,096
Task 6. Functional Exercise		
	Develop and conduct functional exercise based on Task 5 Tabletop exercise.	35,010
Task 6 subtotal		\$35,010
Task 7. INTENTIONALLY BLANK		
Task 8. Water Sensor Upgrades – Sacramento City		
	Purchase and install sensors	112,633
Task 8 subtotal		\$112,633
-Task 9. Public Alerts & Notification Project		
	Implement new emergency notification software and train all necessary personnel.	48,750
Task 9 subtotal		\$48,750
TOTAL PROJECTS BUDGET		\$728,164