

MEETING OF THE BOARD OF DIRECTORS OF THE
MUNICIPAL WATER DISTRICT OF ORANGE COUNTY

Jointly with the

PLANNING & OPERATIONS COMMITTEE

June 6, 2016, 8:30 a.m.

MWDOC Conference Room 101

P&O Committee:

Director L. Dick, Chair

Director S. Hinman

Director J. Finnegan

Staff: R. Hunter, K. Seckel,

H. De La Torre, K. Davanaugh,

J. Berg

Ex Officio Member: W. Osborne

MWDOC Committee meetings are noticed and held as joint meetings of the Committee and the entire Board of Directors and all members of the Board of Directors may attend and participate in the discussion. Each Committee has designated Committee members, and other members of the Board are designated alternate committee members. If less than a quorum of the full Board is in attendance, the Board meeting will be adjourned for lack of a quorum and the meeting will proceed as a meeting of the Committee with those Committee members and alternate members in attendance acting as the Committee.

PUBLIC COMMENTS - Public comments on agenda items and items under the jurisdiction of the Committee should be made at this time.

ITEMS RECEIVED TOO LATE TO BE AGENDIZED - Determine there is a need to take immediate action on item(s) and that the need for action came to the attention of the District subsequent to the posting of the Agenda. (Requires a unanimous vote of the Committee)

ITEMS DISTRIBUTED TO THE BOARD LESS THAN 72 HOURS PRIOR TO MEETING --
Pursuant to Government Code section 54957.5, non-exempt public records that relate to open session agenda items and are distributed to a majority of the Board less than seventy-two (72) hours prior to the meeting will be available for public inspection in the lobby of the District's business office located at 18700 Ward Street, Fountain Valley, California 92708, during regular business hours. When practical, these public records will also be made available on the District's Internet Web site, accessible at <http://www.mwdoc.com>.

ACTION ITEMS

1. AUTHORIZE MEMORANDUM OF UNDERSTANDING WITH COUNTY OF ORANGE REGARDING ALERT OC
2. APPROVAL OF FUEL TRAILER VENDOR
3. EOC FACILITY ASSESSMENT VENDOR APPROVAL

INFORMATION ITEMS (The following items are for informational purposes only – background information is included in the packet. Discussion is not necessary unless a Director requests.)

4. STATUS UPDATE ON THE OC RELIABILITY STUDY – JUNE 2016
5. STATUS REPORTS
 - a. Ongoing MWDOC Reliability and Engineering/Planning Projects
 - b. WEROC
 - c. Water Use Efficiency Projects
 - d. Water Use Efficiency Programs Savings and Implementation Report
6. REVIEW OF ISSUES RELATED TO CONSTRUCTION PROGRAMS, WATER USE EFFICIENCY, FACILITY AND EQUIPMENT MAINTENANCE, WATER STORAGE, WATER QUALITY, CONJUNCTIVE USE PROGRAMS, EDUCATION, DISTRICT FACILITIES, and MEMBER-AGENCY RELATIONS

ADJOURNMENT

NOTE: At the discretion of the Committee, all items appearing on this agenda, whether or not expressly listed for action, may be deliberated, and may be subject to action by the Committee. On those items designated for Board action, the Committee reviews the items and makes a recommendation for final action to the full Board of Directors; final action will be taken by the Board of Directors. Agendas for Committee and Board meetings may be obtained from the District Secretary. Members of the public are advised that the Board consideration process includes consideration of each agenda item by one or more Committees indicated on the Board Action Sheet. Attendance at Committee meetings and the Board meeting considering an item consequently is advised.

Accommodations for the Disabled. Any person may make a request for a disability-related modification or accommodation needed for that person to be able to participate in the public meeting by telephoning Maribeth Goldsby, District Secretary, at (714) 963-3058, or writing to Municipal Water District of Orange County at P.O. Box 20895, Fountain Valley, CA 92728. Requests must specify the nature of the disability and the type of accommodation requested. A telephone number or other contact information should be included so that District staff may discuss appropriate arrangements. Persons requesting a disability-related accommodation should make the request with adequate time before the meeting for the District to provide the requested accommodation.



Item No. 1

ACTION ITEM

June 15, 2016

TO: Board of Directors

FROM: **Planning & Operations Committee**
(Directors Dick, Hinman, Finnegan)

Robert Hunter
General Manager

Staff Contact: Kelly Hubbard

SUBJECT: Authorization for Staff to enter into Agreement with the County of Orange for the Utilization of AlertOC

STAFF RECOMMENDATION

Staff recommends the Board of Directors authorize the MWDOC General Manager and/or the WEROC Program Manager to enter into a Memorandum of Understanding (MOU) between the County of Orange and MWDOC for use of AlertOC, a countywide mass notification system.

COMMITTEE RECOMMENDATION

Committee recommends (To be determined at Committee Meeting)

SUMMARY

AlertOC is Orange County's public mass notification system utilized to notify the public of emergency events and actions that should be taken in response to those events. AlertOC is currently used by the County, most Orange County cities, and many of the water and wastewater districts. AlertOC is managed by the Orange County Sheriff's Department Emergency Management Division and is funded by the County's Chief Executive Office.

In following the County contracting requirements, the County Emergency Management Division was required to go through a Request for Qualifications and Request for Proposals process in order to renew or select a new vendor for the provision of the AlertOC software systems. Through this proposal process a new vendor, Everbridge, Inc. was selected and approved by the County Board of Supervisors on May 24, 2016.

Budgeted (Y/N): N/A	Budgeted amount:	Core __	Choice __
Action item amount: \$0	Line item: N/A		
Fiscal Impact (explain if unbudgeted): The County pays the cpst of this system.			

Due to the new provider and the expiration of the current MOU on July 6, 2016, the County of Orange is requiring that all administrative users of the AlertOC system sign a new Memorandum of Understanding with the County. The MOU is largely the same as previous MOU's between MWD OC and the County for this service, with small changes for the service provider and related details. MWD OC Legal Counsel has reviewed the MOU and has no concerns with us entering into the agreement.

DETAILED REPORT

AlertOC is Orange County's regional public mass notification system designed to keep those who live or work in Orange County informed of important information during emergency events. AlertOC may be used to contact residents by one or all of the following methods: home phone, work phone, cell phone, email, or text message. Landline phone numbers are purchased from E911 database vendors, but other phone numbers and email addresses must be registered utilizing the AlertOC internet public portal (www.alertoc.com). Mass notification systems have been attributed with saving lives during the 2007 Southern California wildfires by quickly notifying residents of evacuation instructions at all hours. AlertOC has been used since its inception in 2008 to contact hundreds of thousands of Orange County residents in times of emergency. Public safety agencies have employed AlertOC for a wide range of notifications, including missing children, tornado warnings, severe weather warnings, and many evacuations.

The system can also be used to create internal notification groups. Internal notification groups may include such concepts as an "All Staff" group, a "Water Operations Group", a "Board Group", an "EOC Work Shift 1", etc. These groups can be used to send specific messages to staff to provide information or instructions. For instance WEROC may use this system to send a message to its volunteer EOC staff to notify them of an EOC activation.

History and Memorandum of Understanding

In 2006, the Board of Supervisors (Board) directed County staff to explore options for establishing a Countywide Emergency Mass Notification System capable of quickly delivering alert, warning and instructional messages to County residents and businesses during times of emergency. Following a pilot project, the Board approved a contract with Blackboard Connect, Inc. (formerly NTI Group, Inc.) in May 2008 for provision of AlertOC, the mass notification system for Orange County. The system is sponsored and led by the County of Orange and was initially a partnership with many Orange County cities. On July 22, 2008, the Board extended use of the system regionally by approving a Memorandum of Understanding (MOU) with Orange County municipalities and public universities, which are responsible for protecting a resident population and maintaining a dedicated public safety answering point. On March 16, 2010, the Board further extended use of the system by approving an MOU with the Municipal Water District of Orange County and Orange County water agencies. The MOUs allow these entities to use the County's Countywide Mass Notification System under the terms and conditions of the County's countywide usage policy and vendor provider agreements. Since then the Board has approved several non-financial Memorandum of Understandings with Orange County incorporated cities, public universities and water agencies to allow their continued use of the County's Countywide Mass Notification System under the terms and conditions of the County's countywide usage policy and vendor-provided agreements.

In following the County contracting requirements, the County Emergency Management Division was required to go through a Request for Qualifications and Request for Proposals process in order to renew or select a new vendor for the provision of the AlertOC software systems. Through this proposal process a new vendor, Everbridge, Inc. was selected and approved by the County Board of Supervisors on May 24, 2016.

Due to the new provider and the expiration of the current MOU on July 6, 2016, the County of Orange is requiring that all administrative users of the AlertOC system sign a new Memorandum of Understanding with the County. The MOU is largely the same as previous MOU's between MWDOC and the County for this service, with small changes for the service provider and related details. MWDOC Legal Counsel has reviewed the MOU and has no concerns with us entering into the agreement.

It is expected that all currently participating agencies will sign the new MOU and continue to participate. City Water Departments are covered by City wide participation in the program.

Expected WEROC Member Agency Participation:

Special Districts:	Cities:
Costa Mesa Sanitary District	Aliso Viejo
East Orange County Water District	Anaheim
El Toro Water District	Brea
Midway City Sanitary District	Buena Park
Moulton Niguel Water District	Costa Mesa
Municipal Water District of Orange County	Cypress
Orange County Sanitation District	Dana Point
Orange County Water District	Fountain Valley
South Coast Water District	Fullerton
Serrano Water District	Garden Grove
Santa Margarita Water District	Huntington Beach
South Orange County Wastewater Authority	La Habra
Trabuco Canyon Water District	La Palma
Yorba Linda Water District	Laguna Beach
	Laguna Hills
	Laguna Niguel
	Laguna Woods
	Lake Forest
	Los Alamitos
	Mission Viejo
	Newport Beach
	Orange
	Placentia
	Rancho Santa Margarita
	San Clemente
	San Juan Capistrano
	Santa Ana
	Seal Beach
	Stanton

	Tustin
	Villa Park
	Westminster
	Yorba Linda

The following water utilities use their own reverse notification system: Golden State Water Company, Irvine Ranch Water District, Laguna Beach County Water District and Mesa Water District.

Implementation of New Vendor

There will be a conversion and training process to transfer the operation of AlertOC to the new vendor Everbridge, Inc. Largely, the County Emergency Management Division will handle this transition, however participating agency staff will need to receive training on the new system and clean-up internal notification lists prior to transferring them to the new system. These transition processes will be fast in order to complete the transition by the completion of the current contract which is July 6, 2016. WEROC staff will assist the water utilities with training and system use. WEROC will schedule water specific trainings as soon as possible, which will include helping the agencies pre-load their messaging, maps and internal notification groups.

All of this will be a seamless process to the public, other than an expanded public portal page with new registration options, such as opting in for community event notifications.

Staff recommends the Board of Directors authorize the MWDOC General Manager and/or WEROC Program Manager to enter into a Memorandum of Understanding (MOU) between the County of Orange and MWDOC for use of AlertOC.

Attached:

- Memorandum of Understanding between the County of Orange and Participants for Use of Countywide Mass Notification System
- Exhibit A: Subordinate Agreement
- Exhibit B: AlertOC Policy
- Exhibit C: Neighborhood Call Agreement
- Exhibit D: Individual User Agreement JAG

**MEMORANDUM OF UNDERSTANDING
BETWEEN
THE COUNTY OF ORANGE
AND
PARTICIPANTS
FOR USE OF COUNTYWIDE MASS NOTIFICATION SYSTEM**

This Memorandum of Understanding, hereinafter referred to as “MOU,” dated July 1, 2016, which date is stated for purposes of reference only, is entered into by and between the County of Orange, a political subdivision of the State of California, hereinafter referred to as “COUNTY,” and the undersigned municipalities, public universities and water agencies responsible for protecting a resident population and maintaining a dedicated public safety answering point (PSAP) within the County of Orange, hereinafter referred to individually as “PARTICIPANT” or collectively as “PARTICIPANTS.”

This MOU is intended to establish governance and terms of use for a Countywide Public Mass Notification System.

RECITALS

WHEREAS, COUNTY is sponsoring a Countywide Public Mass Notification System (“System”) for the primary intent of providing timely communication to the public during times of emergency; and

WHEREAS, the County is making use of the System available to all cities and agencies within the County of Orange who have the responsibility for protecting a resident population and maintaining a dedicated public safety answering point (PSAP); and

WHEREAS, COUNTY entered into Orange County Agreement No. MA-060-16011934 (“Agreement”) with Everbridge, Inc., for the provision of Public Mass Notification System Services, on or about May 24, 2016, attached hereto as Exhibit A, to disseminate critical, time-sensitive emergency information to COUNTY’s citizens and businesses through phone and e-mail devices for emergency notification purposes; and

WHEREAS, COUNTY agrees to provide to PARTICIPANTS access to the services provided by Everbridge, Inc. as contained in the Agreement in exchange for abiding by the terms set forth in this MOU; and

WHEREAS, PARTICIPANTS agree to uphold the same terms and conditions of the Agreement, to use the System in compliance with all usage agreements, including but not limited to the End User License Agreement, identified and incorporated herein as Exhibit A (Orange County Agreement No. MA-060-16011934, Exhibit B (Countywide Public Mass Notification System Policy and Guideline) and Exhibit C (Nondisclosure Document), and the terms of this MOU to receive the benefits under the Agreement.

NOW, THEREFORE, the parties agree as follows:

I. Definitions:

“Agreement” shall refer to Orange County Agreement No. MA-060-16011934 between COUNTY and Everbridge, Inc. The Agreement is attached to this MOU as Exhibit A.

“Countywide” shall mean all geographic locations in Orange County, California.

“Contact information” shall mean PARTICIPANT and public contact data stored in the System for the purpose of disseminating communication in accordance with this MOU and its Exhibits.

“Confidential Information” shall include but not be limited to personal identifying information about an individual such as address, phone number, Social Security number, or any other identifier protected from disclosure by law, and/or any other information otherwise protected from disclosure by law, for example, the identity of a victim of a sex crime or a juvenile.

“Emergency” shall include, but not be limited to, instances of fire, flood, storm, epidemic, riots, or disease that threaten the safety and welfare of the citizens and property located within the boundaries of the COUNTY and PARTICIPANTS’ respective jurisdictions.

“Emergency information” shall mean information relevant to the safety and welfare of recipients in the event of an Emergency. Such information shall include but not be limited to instructions and directions to alleviate or avoid the impact of an emergency.

“Emergency notification situation” shall mean instances when emergency information is to be distributed through the System.

“Individual User” shall mean an agent, officer, employee or representative of PARTICIPANT that has been granted access to the System as set forth in this MOU.

“Non-emergency information” shall refer to information that is not relevant to the safety and welfare of recipients, but has been deemed to be of significant importance to a PARTICIPANT’s jurisdiction to justify the use of the System to distribute such information.

“Non-emergency notification situation” shall mean instances when a PARTICIPANT deems non-emergency information to be of significance to a PARTICIPANT’S jurisdiction and the PARTICIPANT uses the System to distribute such information.

“System” shall mean the Public Mass Notification System as provided by Everbridge, Inc. to COUNTY under the Agreement. The System is designed to disseminate information by utilizing common communications, i.e. telephone and e-mail communications to citizens and businesses as permitted under the Agreement.

- II. Hold Harmless:** PARTICIPANT will defend, indemnify and save harmless COUNTY, its elected officials, officers, agents, employees, volunteers and those special districts and agencies which COUNTY's Board of Supervisors acts as the governing Board ("COUNTY INDEMNITIES") from and against any and all claims, demands, losses, damages, expenses or liabilities of any kind or nature which COUNTY, its officers, agents, employees or volunteers may sustain or incur or which may be imposed upon them for injury to or death of persons, or damages to property as a result of, or arising out of the acts, errors or omissions of PARTICIPANT, its officers, agents, employees, subtenants, invitees, or licensees. COUNTY will defend, indemnify and save harmless PARTICIPANT, its officers, agents, employees and volunteers from and against any and all claims, demands, losses, damages, expenses or liabilities of any kind or nature which PARTICIPANT, its officers, agents, employees or volunteers may sustain or incur or which may be imposed upon them for injury to or death of persons, or damages to property as a result of, or arising out of the acts, errors or omissions of COUNTY, its officers, agents, employees, subtenants, invitees, or licensees.
- III. Term:** This MOU shall be in effect from July 1, 2016 and shall expire on June 30, 2021, unless COUNTY funding of the System becomes unavailable at which time PARTICIPANTS will be given six-month advance notice per the termination terms found in Paragraph IX. Termination, below.
- IV. Scope of Services:** PARTICIPANTS shall receive from COUNTY access to the same services being provided by Everbridge, Inc. to the COUNTY under the Agreement. COUNTY's involvement in this MOU is limited only to extending the availability of the terms and conditions of the Agreement to the PARTICIPANTS.
- V. Use:** Use of the System and its data, including but not limited to contact information, is governed by the terms, conditions and restrictions set forth in the terms provided in Exhibit A, B and C. All PARTICIPANTS agree to the terms and conditions contained in Exhibits A, B, and C. COUNTY retains the right to update Exhibits A, B, and C as needed, in whole or in part, during the life of this MOU. Any and all revised Exhibits will be distributed to PARTICIPANTS within five business days of the revision date and shall be incorporated into this MOU. Such modifications to the Exhibits shall not be deemed an amendment for the purposes of Paragraph X. Amendments, below.

PARTICIPANT, including each of its agents, officers, employees, and representatives who are given access to the System, agrees to abide by the individual terms of each agreement and the additional conditions incorporated herein. Breach of use may result in individual user or PARTICIPANT access account termination.

PARTICIPANT agrees to require each Individual User to execute an Individual User Agreement (Exhibit D) regarding their obligations to maintain the confidentiality of login and password information; ensure that they will use the System in accordance with all applicable laws and regulations, including those relating to use of personal information; that they may be responsible for any breach of the terms of the Agreement with

Everbridge and/or this MOU; and the confidentiality provisions of this MOU. PARTICIPANT further agrees to provide a copy of the signed Individual User Agreement to COUNTY and notify COUNTY if an individual user withdraws their consent to the Individual User Agreement at anytime during the term of this MOU.

The scope of services under the Agreement is limited to using the System to distribute business communication to PARTICIPANT inter-departmental resources and/or emergency information to the public in emergency notification situations.

All PARTICIPANTS have read and accept the terms and conditions found in COUNTY's "Countywide Public Mass Notification System Policy and Guideline (June 30, 2008)", attached hereto as Exhibit B.

- VI. Notice:** Any notice or notices required or permitted to be given pursuant to this MOU shall be submitted in writing and delivered in person, via electronic mail or via United States mail as follows:

COUNTY:

County of Orange – Sheriff-Coroner Department
Emergency Management Division
Attn: Donna Boston / Emergency Management
2644 Santiago Canyon Road
Silverado, CA 92676

PARTICIPANTS: Each PARTICIPANT shall provide to COUNTY a contact person and notice information upon entering into this MOU.

Notice shall be considered tendered at the time it is received by the intended recipient.

- VII. Confidentiality:** Each party agrees to maintain the confidentiality of confidential records and information to which they have access a result of their use of the System and pursuant to all statutory laws relating to privacy and confidentiality that currently exist or exist at any time during the term of this MOU. All information and use of the System shall be in compliance with California Public Utilities Code section 2872. No party shall post confidential information as part of a mass notification unless the law allows such information to be released.

- VIII. Termination:** The COUNTY or any PARTICIPANT may terminate its participation in this MOU at any time for any reason whatsoever. If any PARTICIPANT chooses to terminate its participation in this MOU, the terminating PARTICIPANT shall provide written notification in accordance with Paragraph VII. Notice, above. Such notice shall be delivered to the COUNTY 30 days prior to the determined termination date. A terminating PARTICIPANT shall uphold the obligations contained in Paragraph II. Hold Harmless in its entirety and Paragraph VIII. Confidentiality, above. Upon termination, PARTICIPANT agrees to inform each PARTICIPANT user to stop using the System and to relinquish all System access, user accounts, passwords and non-PARTICIPANT data

to COUNTY immediately. PARTICIPANT may choose to delete and/or export non-public PARTICIPANT (aka inter-departmental) owned contact information, as well as, export resident provided contact information prior to termination. Resident provided contact information acquired through PARTICIPANT sources shall remain in the System and available to the County for regional or multi-jurisdictional notification use as needed.

Should COUNTY discontinue its funding for the System, which shall be grounds for COUNTY's termination of its participation, COUNTY shall give PARTICIPANTS six-month advance courtesy notice prior to terminating the Agreement. All other reasons for terminating by COUNTY shall be valid upon providing notice to the PARTICIPANTS. Upon termination by COUNTY, this MOU shall no longer be in effect.

Termination by a PARTICIPANT shall not be deemed an amendment to this MOU as defined in Paragraph X. Amendments, below.

IX. Amendments: This MOU may be amended only by mutual written consent of the parties involved unless otherwise provided for in this MOU. The modifications shall have no force and effect unless such modifications are in writing and signed by an authorized representative of each party. Termination by a PARTICIPANT or adding a new PARTICIPANT to this MOU shall not be deemed an amendment.

IN WITNESS WHEREOF, the parties hereto have caused this Memorandum of Understanding to be executed by their duly authorized representatives as of the dates opposite the signatures.

COUNTY OF ORANGE

By: _____
Sandra Hutchens, Sheriff-Coroner
County of Orange

Date: _____

PARTICIPANT: _____

By: _____
Authorized Signature

Date: _____

Print Name and Title

Subordinate Contract MA-060-16011934

With

Everbridge, Inc.

For Public Mass Notification System Services

This subordinate agreement to provide a Software as a Service (“SaaS”) solution for a public mass notification system (“PMNS”), hereinafter referred to as “Subordinate Agreement”, is made and entered into by and between the County of Orange, a political subdivision of the State of California (“County”), and Everbridge, Inc., with a place of business at 500 N. Brand Blvd. Suite 1000, Glendale CA 91203 (“Contractor”). County and Contractor may sometimes be individually referred to herein as “Party” or collectively as “Parties.”

RECITALS

WHEREAS, the State of California has issued California Multiple Award Schedule (“CMAS”) Contract No.3-12-70-2909A (“CMAS Contract”) for provision of PMNS services by Contractor, which per its most recent renewal is set to expire on October 31, 2019; and

WHEREAS, the County requires PMNS services; and

WHEREAS, Contractor has represented that its proposed services shall meet or exceed the County’s requirements for PMNS services.

NOW, THEREFORE, the Parties mutually agree as follows:

ATTACHMENTS

In addition to the Recitals set forth below, the terms governing the relationship between the Parties to this Subordinate Agreement are further described in the following attachments, which are incorporated herein as though set forth in full:

Attachment “A” – California Multiple Award Schedule (CMAS) Contract Number 3-12-70-2909A, effective December 12, 2014 – October 31, 2019.

Attachment “B” – Cost/Compensation (hereinafter “Price Sheet”)

Attachment “C” – Everbridge Inclusion Sheet (hereinafter “Inclusion Sheet”)

Attachment “D” – Everbridge GSA Approved End User License Agreement (hereinafter “EULA”)

DEFINITIONS

For the purposes of interpreting this Subordinate Agreement, the following terms defined in the Attachments hereto shall have the following meanings:

- A. "State of California" and "State" as used in Attachment "A" shall mean County, its employees and authorized representatives.
- B. "Users" as used in Attachment "D," in addition to the definition therein, shall also include within its meaning the employees and contractors of other public entities who are authorized by the County to access any Service as described in the EULA pursuant to a Memorandum of Understanding between the County and those public entities.

All other conflicting terms or language shall be resolved as described in Section 11 hereinbelow.

COUNTY TERMS & CONDITIONS

1. **Subordinate Agreement:** The agreement between the Parties shall consist of this Subordinate Agreement and Attachments "A," "B," "C," and "D" (collectively, "Agreement Documents"). The Parties hereby agree that the terms, conditions and assumptions set forth in Attachment "A" shall govern the performance of the Subordinate Agreement and delineate the respective rights and obligations of the Parties except where there is a conflict in language or obligations between Attachment "A" and the other Agreement Documents. In the event of such a conflict, the Parties agree that it shall be resolved as described in Section 11 hereinbelow.
2. **Scope of Subordinate Agreement:** Contractor shall provide the County with a SaaS solution for PMNS services as further described in the Agreement Documents. Payment for PMNS services shall be made annually in the amounts described in the Price Sheet attached hereto.
3. **Term of Subordinate Agreement:** This Subordinate Agreement shall be effective as of the date it is executed by both Parties ("Effective Date"), and its term shall be three (3) consecutive years from the Effective Date.

This Subordinate Agreement is based and dependent on the existence of the CMAS Contract which is currently set to expire on October 31, 2019. In the event that the CMAS Contract is renewed and extended by the State of California, County, at its sole election and subject to the written consent of Contractor, may exercise its right to extend this Subordinate Agreement for a total of two (2) one-year periods under the same terms and conditions and pricing structure. The County does not have to give any reason should it elect not to renew the Subordinate Agreement. Any renewal may require approval of the County of Orange Board of Supervisors.

4. **Governing Law and Venue:** This Subordinate Agreement has been negotiated and executed in the State of California and shall be governed by and construed under the laws of the State of California. In the event of any legal action to enforce or interpret this Subordinate Agreement, the sole and exclusive venue shall be a court of competent jurisdiction located in Orange County, California, and the parties hereto agree to and do submit to the jurisdiction of such court,

notwithstanding Code of Civil Procedure Section 394. Furthermore, the parties specifically agree to waive any and all rights to request that an action be transferred for trial to another county.

5. **Employee Eligibility Verification:** Contractor warrants that it fully complies with all Federal and State statutes and regulations regarding the employment of aliens and others and that all its employees performing work under this Subordinate Agreement meet the citizenship or alien status requirement set forth in Federal statutes and regulations. The Contractor shall obtain, from all employees, consultants and subcontractors performing work hereunder, all verification and other documentation of employment eligibility status required by Federal or State statutes and regulations including, but not limited to, the Immigration Reform and Control Act of 1986, 8 U.S.C. §1324 et seq., as they currently exist and as they may be hereafter amended. The Contractor shall retain all such documentation for all covered employees, consultants and subcontractors for the period prescribed by law. The Contractor shall indemnify, defend with counsel approved in writing by the County, and hold harmless, the County, its agents, officers, and employees from employer sanctions and any other liability which may be assessed against Contractor or the County, or both, in connection with any alleged violation of any Federal or State statutes or regulations pertaining to the eligibility for employment of any persons performing work under this Subordinate Agreement.
6. **Civil Rights:** Contractor attests that services provided shall be in accordance with the provisions of Title VI and Title VII of the Civil Rights Act of 1964, as amended; Section 504 of the Rehabilitation Act of 1973, as amended; the Age Discrimination Act of 1975 as amended; Title II of the Americans with Disabilities Act of 1990, and other applicable State and Federal laws and regulations prohibiting discrimination on the basis of race, color, national origin, ethnic group identification, age, religion, marital status, sex or disability.
7. **Debarment:** Contractor hereby certifies that neither Contractor nor its principals are presently debarred, proposed for debarment, declared ineligible or voluntarily excluded from participation in the transaction by any Federal department or agency.
8. **Lobbying:** On best information and belief, the Contractor certifies no federal appropriated funds have been paid or will be paid by, or on behalf of, the Contractor to any person for influencing or attempting to influence an officer or employee of Congress; or an employee of a member of Congress in connection with the awarding of any Federal contract, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
9. **Fiscal Appropriations:** This Subordinate Agreement is subject to and contingent upon applicable budgetary appropriations being approved by the County of Orange Board of Supervisors for each fiscal year during the term of this Subordinate Agreement. If such appropriations are not forthcoming, the Subordinate Agreement shall be terminated without penalty.

The Contractor acknowledges that funding or portions of funding for this Subordinate Agreement may also be contingent upon the receipt of funds from, and/or appropriation of funds by, the State of California to the County. If such funding and/or appropriations are not forthcoming, or are otherwise limited, the County may immediately terminate or modify this Subordinate Agreement

without penalty. Notwithstanding the foregoing, County shall not be entitled to a refund and shall pay amounts due and owing as of the termination.

10. Records: Contractor hereby acknowledges that documents or communications made or provided by Contractor to the County pursuant to this Subordinate Agreement may be required to be produced to third parties pursuant to the California Public Records Act, Government Code sections 6250, *et seq.* Contractor agrees to indemnify and hold County harmless from liability and/or attorneys' fees arising from the non-disclosure or lawful disclosure of records that the Contractor has identified as confidential.

11. Precedence: The Subordinate Agreement documents consist of Agreement Documents. In the event of a conflict between the language of any of the Agreement Documents, the precedence to the respective documents' language shall be given in the following order:

- a. This Subordinate Agreement;
- b. Attachment "B";
- c. Attachment "A";
- d. Attachment "C";
- e. Attachment "D."

Subordinate Agreement Signature Page

The Parties hereto have executed this Subordinate Agreement on the dates shown opposite their respective signatures below

*Contractor: Everbridge, Inc.

By:  Title: Vice President and Controller

Print Name: Phillip Huff Date: 5/4/16

*Contractor: Everbridge, Inc.

By:  Title: Assistant Secretary

Print Name: Daniel Hekier Date: 5/4/16

*If a corporation, the document must be signed by two corporate officers. The first signature must be either the Chairman of the Board, President, or any Vice President. The second signature must be the secretary, an assistant secretary, the Chief Financial Officer, or any assistant treasurers. In the alternative, a single corporate signature is acceptable when accompanied by a corporate document demonstrating the legal authority of the signature to bind the company.

County Of Orange

A political subdivision of the State of California



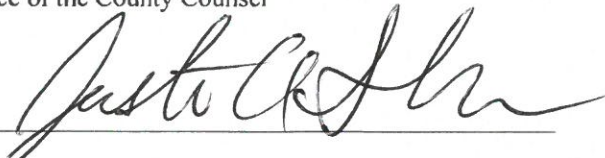
Sheriff-Coroner Department

By: _____ Title: _____

Print Name: _____ Date: _____

Approved by the Board of Supervisors: _____

Approved as to Form
Office of the County Counsel

by: 
Deputy

ATTACHMENT A

California Multiple Award Schedule (CMAS) Contract Number 3-12-70-2909A

(Intentionally left blank)

State of California

MULTIPLE AWARD SCHEDULE

EVERBRIDGE, INC.

CONTRACT NUMBER:	3-12-70-2909A
SUPPLEMENT NO.:	1
CMAS CONTRACT TERM:	12/12/2014 through 10/31/2019
CONTRACT CATEGORY:	Information Technology Goods & Services
APPLICABLE TERMS & CONDITIONS:	September 8, 2014
MAXIMUM ORDER LIMIT:	\$500,000
FOR USE BY:	State & Local Government Agencies
BASE GSA SCHEDULE NO.:	GS-35F-0692P
BASE SCHEDULE HOLDER:	Everbridge, Inc.

This contract provides for the purchase and warranty of software.

NOTICE: Products and/or services on this CMAS may be available on a Mandatory Statewide Contracts. If this is the case, the use of this CMAS is restricted unless the State agency has an approved exemption as explained in the Statewide Contract User Instructions. Information regarding Statewide Contracts can be obtained at the website: <http://www.documents.dgs.ca.gov/pd/contracts/contractindexlisting.htm>. This requirement is not applicable to local government entities.

The purpose of this supplement is to renew this contract through 10/31/2019. In addition, this supplement replaces in its entirety Everbridge, Inc.'s existing California Multiple Award Schedule (CMAS) that expired on 10/31/2014. The most current Ordering Instructions and Special Provisions and CMAS Terms and Conditions dated September 8, 2014, products and/or services and pricing are included herein. Please review these provisions carefully because they may have changed since issuance of your last contract.

IMPORTANT NOTICE TO STATE AGENCIES REGARDING CLOUD COMPUTING SOLUTIONS

Cloud computing solutions for Software as a Service (SaaS) are permitted under this CMAS Contract. Cloud Infrastructure as a Service (IaaS) and Cloud Platform as a Service (PaaS) are not permitted under the CMAS Program. One or more of the brands offered under this CMAS contract may be associated with IaaS or PaaS. It is incumbent upon both the CMAS supplier as well as the ordering agency to ensure that IaaS and PaaS products are not purchased under this contract.

The most current Ordering Instructions and Special Provisions and CMAS Terms and Conditions, products and/or services and pricing are included herein. All purchase orders issued under this contract incorporate the following Ordering Instructions and Special Provisions and CMAS Terms and Conditions dated September 8, 2014.



Effective Date: **12/12/2014**

STEPHANNE LIM, Program Analyst, California Multiple Award Schedules Unit

**CALIFORNIA MULTIPLE AWARD SCHEDULE (CMAS)
EVERBRIDGE, INC.
CMAS NO. 3-12-70-2909A, SUPPLEMENT NO. 1**

Agency non-compliance with the requirements of this contract may result in the loss of delegated authority to use the CMAS program.

Contractor non-compliance with the requirements of this contract may result in contract termination.

CMAS PRODUCT & SERVICE CODES

The CMAS Product & Service Codes listed below are for marketing purposes only. Review this CMAS contract and the base contract identified below for the products and/or services available on this contract.

Emergency-First Response Comm
Auto Call Distribution
Software-Communications
Voice-IVR Systems
Software as a Service (SaaS)

AVAILABLE PRODUCTS AND/OR SERVICES

The ordering agency must verify all products and/or services are currently available on the base GSA schedule at the GSA eLibrary. Access the GSA eLibrary at www.gsaelibrary.gsa.gov.

EXCLUDED PRODUCTS AND/OR SERVICES

Infrastructure as a Service (IaaS) and Platform as a Service (PaaS) cloud products and related services are not available under this contract.

CMAS BASE CONTRACT

This CMAS contract is based on some or all of the products and/or services and prices from GSA Schedule No. GS-35F-0692P (Everbridge, Inc.) with a GSA term of 7/19/2014 through 7/18/2019 including modification 0016. The term of this CMAS contract incorporates an extension of three months beyond the expiration of the base GSA contract, and is shown in the "CMAS Term Dates" on page 1.

ISSUE PURCHASE ORDER TO

Agency purchase orders must be mailed to the following address, or faxed to (818) 484-2299:

Everbridge, Inc.
500 N. Brand Blvd, Suite 1000
Glendale, CA 91203
Attn: Jack Karadzhyan

Agencies with questions regarding products and/or services may contact the contractor as follows:

Phone: (818) 230-9790
E-mail: jack.karadzhyan@everbridge.com

CONTRACT PRICES

The maximum prices allowed for the products and/or services available in this CMAS contract are those set forth in the base contract identified on page 2 of this contract.

The ordering agency is encouraged to seek prices lower than those on this CMAS contract. When responding to an agency's Request for Offer (RFO), the contractor can offer lower prices to be competitive.

AMERICAN RECOVERY AND REINVESTMENT ACT (ARRA)

Ordering departments executing purchases using ARRA funding must attach the ARRA Supplemental Terms and Conditions document to their individual RFOs and purchase documents. Departments are reminded that these terms and conditions supplement, but do not replace, standard State terms and conditions associated with this CMAS contract. The ARRA Supplemental Terms and Conditions can be accessed at www.documents.dgs.ca.gov/pd/poliproc/ARRATand%20C081009final.pdf.

WARRANTY

For warranties, see the federal GSA schedule and the CMAS Terms and Conditions, General Provisions, CMAS Warranty.

DELIVERY

30 days after receipt of order, or as negotiated between agency and contractor and included in the purchase order, or as otherwise stipulated in the contract.

SHIPPING INSTRUCTIONS

F.O.B. (Free On Board) Destination. Seller pays the freight charges.

PURCHASING AUTHORITY DOLLAR THRESHOLD

No CMAS order may be executed by a State agency that exceeds that agency's CMAS purchasing authority threshold or the CMAS maximum order limit, whichever is less.

**CALIFORNIA MULTIPLE AWARD SCHEDULE (CMAS)
EVERBRIDGE, INC.
CMAS NO. 3-12-70-2909A, SUPPLEMENT NO. 1**

HOW TO USE CMAS CONTRACTS

Agencies must adhere to the detailed requirements in the State Contracting Manual (SCM) when using CMAS contracts. The requirements for the following bullets are in the SCM, Volume 2, Chapter 6 (for non-IT) and the SCM, Volume 3, Chapter 6 (for IT):

- Develop a Request for Offer, which includes a Scope of Work (SOW), and Bidder Declaration form. For information on the Bidder Declaration requirements, see the SCM, Volume 2, Section 3.5.7 and Volume 3, Section 3.4.7.
- Search for potential CMAS contractors at www.dgs.ca.gov/pd/Programs/Leveraged/CMAS.aspx, select "Find a CMAS Contract".
- Solicit offers from a minimum of 3 CMAS contractors including one small business and/or DVBE, if available, who are authorized to sell the products and/or services needed
- If soliciting offers from a certified DVBE, include the Disabled Veteran Business Enterprise Declarations form (Std. 843) in the Request for Offer. This declaration must be completed and returned by the DVBE prime contractor and/or any DVBE subcontractors. (See the SCM Volumes 2 and 3, Chapter 3)
- This is not a bid transaction, so the small business preference, DVBE participation goals, protest language, intents to award, evaluation criteria, advertising, etc., are not applicable.
- If less than 3 offers are received, State agencies must document their file with the reasons why the other suppliers solicited did not respond with an offer.
- Assess the offers received using best value methodology, with cost as one of the criteria.
- Issue a Purchase Order to the selected contractor.
- For CMAS transactions under \$5,000 only one offer is required if the State agency can establish and document that the price is fair and reasonable.

Local governments set their own order limits, and are not bound by the order limits on the cover page of this contract.

SPLITTING ORDERS

Splitting orders to avoid any monetary limitations is prohibited.

Do not circumvent normal procurement methods by splitting purchases into a series of delegated purchase orders (PCC § 10329).

Splitting a project into small projects to avoid either fiscal or procedural controls is prohibited (SAM 4819.34).

MINIMUM ORDER LIMITATION

The minimum dollar value of an order to be issued under this contract is \$5,000.00.

ORDERING PROCEDURES

1. Order Form

State agencies shall use a Contract/Delegation Purchase Order (Std. 65) for purchases and services.

Local governments shall, in lieu of the State's Purchase Order (Std. 65), use their own purchase order document.

Electronic copies of the State Standard Forms can be found at the Office of State Publishing website. The site provides information on the various forms and use with the Adobe Acrobat Reader. Beyond the Reader capabilities, Adobe Acrobat advanced features may be utilized if you have Adobe Business Tools or Adobe Acrobat 4.0 installed on your computer. Direct link to the Standard Form 65:

[http://www.dgs.ca.gov/dgs/ProgramsServices/Form s/FMC/Search.aspx](http://www.dgs.ca.gov/dgs/ProgramsServices/Form%20s/FMC/Search.aspx)

2. Purchase Orders

State and Local Government agencies are required to send a copy of each CMAS purchase order to:

Department of General Services
Procurement Division, Data Management Unit
PO Box 989052, MS #2-203
West Sacramento, CA 95798-9052
(or via Interagency Mail Service #Z-1)

The agency is required to complete and distribute the order form. For services, the agency shall modify the information contained on the order to include the service period (start and end date), and the monthly cost (or other intermittent cost), and any other information pertinent to the services being provided. The cost for each line item should be included in the order, not just system totals.

The contractor must immediately reject orders that are not accurate. Discrepancies are to be negotiated and incorporated into the order prior to the products and services being delivered.

3. Service and Delivery after Contract Expiration

The purchase order must be issued before the CMAS contract end term expires. However, delivery of the products or completion of the services may be after the contract end term expires (unless otherwise specifically stated in the contract), but must be as provided for in the contract and as specified in the purchase order.

**CALIFORNIA MULTIPLE AWARD SCHEDULE (CMAS)
EVERBRIDGE, INC.
CMAS NO. 3-12-70-2909A, SUPPLEMENT NO. 1**

4. Multiple Contracts on STD. 65 Order Form

Agencies may include multiple CMAS contracts from the same contractor on a single Std. 65 Contract/Delegation Purchase Order. For guidelines, see the SCM, Volumes 2 & 3, Chapter 6.B4.1.

5. Amendments to Agency's Purchase Orders

Agency purchase orders cannot be amended if the CMAS contract has expired.

The SCM, Volumes 2 & 3, Chapter 6.A5.0 provides the following direction regarding amendments to all types of CMAS purchase orders:

Original orders, which include options for changes (e.g., quantity or time), that were evaluated and considered in the selection for award during the RFO process, may be amended consistent with the terms of the original order, provided that the original order allowed for amendments. If the original order did not evaluate options, then amendments are not allowed unless an NCB is approved for those amendments.

Amendments unique to non-IT services are covered in the SCM, Volume 2, Chapter 6.B2.9 as follows:

If the original contract permitted amendments, but did not specify the changes (e.g., quantity or time), it may be amended. This only applies to the first amendment. The time shall not exceed one year, or add not more than 30% of the original order value and may not exceed \$250,000. If the original contract did not have language permitting amendments, the NCB process must be followed.

Also, see the SCM, Volumes 2 & 3, Chapter 8, Topic 6, for more information on amending purchase orders.

CONTRACTOR OWNERSHIP INFORMATION

Everbridge, Inc. is a large business enterprise.

SMALL BUSINESS MUST BE CONSIDERED

Prior to placing orders under the CMAS program, State agencies shall whenever practicable first consider offers from small businesses that have established CMAS contracts [GC Section 14846(b)]. NOTE: The Department of General Services auditors will request substantiation of compliance with this requirement when agency files are reviewed.

The following website lists CMAS Small Business and Disabled Veteran Partners:
www.dgs.ca.gov/pd/Programs/Leveraged/CMAS.aspx
then select "Find a CMAS Contractor".

In response to our commitment to increase participation by small businesses, the Department of General Services **waives the administrative fee (a fee currently charged to customer agencies to support the CMAS program) for orders to certified small business enterprises.**

See the current fees in the DGS Price Book at:
<http://www.dgs.ca.gov/ofs/Pricebook.aspx>

SMALL BUSINESS/DVBE - TRACKING

State agencies are able to claim subcontracting dollars towards their small business or DVBE goals whenever the Contractor subcontracts a commercially useful function to a certified small business or DVBE. The Contractor will provide the ordering agency with the name of the small business or DVBE used and the dollar amount the ordering agency can apply towards its small business or DVBE goal.

SMALL BUSINESS/DVBE - SUBCONTRACTING

1. The amount an ordering agency can claim towards achieving its small business or DVBE goals is the dollar amount of the subcontract award made by the Contractor to each small business or DVBE.
2. The Contractor will provide an ordering agency with the following information at the time the order is quoted:
 - a. The Contractor will state that, as the prime Contractor, it shall be responsible for the overall execution of the fulfillment of the order.
 - b. The Contractor will indicate to the ordering agency how the order meets the small business or DVBE goal, as follows:
 - List the name of each company that is certified by the Office of Small Business and DVBE Certification that it intends to subcontract a commercially useful function to; and
 - Include the small business or DVBE certification number of each company listed, and attach a copy of each certification; and
 - Indicate the dollar amount of each subcontract with a small business or DVBE that may be claimed by the ordering agency towards the small business or DVBE goal; and
 - Indicate what commercially useful function the small business or DVBE subcontractor will be providing towards fulfillment of the order.
3. The ordering agency's purchase order must be addressed to the prime Contractor, and the purchase order must reference the information provided by the prime Contractor as outlined above.

**CALIFORNIA MULTIPLE AWARD SCHEDULE (CMAS)
EVERBRIDGE, INC.
CMAS NO. 3-12-70-2909A, SUPPLEMENT NO. 1**

ELECTRONIC WASTE RECYCLING

The Electronic Waste Recycling Act of 2003 requires retailers to collect a recycling fee from consumers on covered electronic devices starting January 1, 2005. California Public Resources Code, Section 42463(f) defines a "covered electronic device" as a video display device containing a screen greater than four inches measured diagonally. See the code identified above for more information and exceptions to this definition.

The Integrated Waste Management Board is implementing this new legislation, and the Board of Equalization is responsible for collecting these recycling fees from retailers. See the following two websites for more information on this topic:

www.ciwmb.ca.gov/Electronics/Act2003/

www.boe.ca.gov/sptaxprog/ewaste.htm

The electronic waste recycling fee must be shown as a line item on the agency purchase order before the Contractor can include it on their invoice.

PRODUCTIVE USE REQUIREMENTS

The customer in-use requirement applies to all procurements of information technology equipment and software, per the SCM, Volume 3, Chapter 2, Section 2.B6.2.

Each equipment or software component must be in current operation for a paying customer and the paying customer must be external to the contractor's organization (not owned by the contractor and not owning the contractor).

To substantiate compliance with the Productive Use Requirements, the contractor must provide upon request the name and address of a customer installation and the name and telephone number of a contact person.

The elapsed time such equipment or software must have been in operation is based upon the importance of the equipment or software for system operation and its cost. The following designates product categories and the required period of time for equipment or software operation prior to approval of the replacement item on CMAS.

Category 1 - Critical Software: Critical software is software that is required to control the overall operation of a computer system or peripheral equipment. Included in this category are operating systems, data base management systems, language interpreters, assemblers and compilers, communications software, and other essential system software.

<u>Cost</u>	<u>Prior Operation</u>
More than \$100,000	8 months
\$10,000 up to \$100,000	4 months
Less than \$10,000	1 month

Category 2 - All Information Technology Equipment and Non-Critical Software: Information technology equipment is defined in SAM Section 4819.2.

<u>Cost</u>	<u>Prior Operation</u>
More than \$100,000	6 months
\$10,000 up to \$100,000	4 months
Less than \$10,000	1 month

OPEN MARKET/INCIDENTAL, NON-SCHEDULE ITEMS

The only time that open market/incidental, non-schedule items may be included in a CMAS order is when they fall under the parameters of the Not Specifically Priced (NSP) Items provision. If the NSP provision is not included in the schedule, or the products and/or services required do not qualify under the parameters of the NSP provision, the products and/or services must be procured separate from CMAS.

STATE AND LOCAL GOVERNMENTS CAN USE CMAS

State and local government agency use of CMAS contracts is optional. A local government is any city, county, city and county, district, or other local governmental body or corporation, including UC, CSU, K-12 schools and community colleges empowered to expend public funds. While the State makes this contract available, each local government agency should make its own determination whether the CMAS program is consistent with their procurement policies and regulations.

UPDATES AND/OR CHANGES

A CMAS amendment is not required for updates and/or changes once the update and/or change becomes effective for the federal GSA schedule, except as follows:

- A CMAS amendment is required when the contract is based on products and/or services from another contractor's multiple award contract and the contractor wants to add a new manufacturer's products and/or services.
- A CMAS amendment is required for new federal contract terms and conditions that constitute a material difference from existing contract terms and conditions. A material change has a potentially significant effect on the delivery, quantity or quality of items provided, the amount paid to the contractor or on the cost to the State.
- A CMAS amendment is required for changes to contracts that require California Prison Industry Authority (CALPIA) approval.

**CALIFORNIA MULTIPLE AWARD SCHEDULE (CMAS)
EVERBRIDGE, INC.
CMAS NO. 3-12-70-2909A, SUPPLEMENT NO. 1**

A CMAS amendment is required to update and/or change terms and conditions and/or products and services based on a non-federal GSA multiple award contract.

SELF-DELETING FEDERAL GSA TERMS AND CONDITIONS

Instructions, or terms and conditions that appear in the Special Items or other provisions of the federal GSA and apply to the purchase, license, or rental (as applicable) of products or services by the U.S. Government in the United States, and/or to any overseas location shall be self-deleting. (Example: "Examinations of Records" provision).

Federal regulations and standards, such as Federal Acquisition Regulation (FAR), Federal Information Resources Management Regulation (FIRMR), Federal Information Processing Standards (FIPS), General Services Administration Regulation (GSAR), or Federal Installment Payment Agreement (FIPA) shall be self-deleting. Federal blanket orders and small order procedures are not applicable.

ORDER OF PRECEDENCE

The CMAS Terms and Conditions shall prevail if there is a conflict between the terms and conditions of the contractor's federal GSA, (or other multiple award contract), packaging, invoices, catalogs, brochures, technical data sheets or other documents (see CMAS Terms and Conditions, CONFLICT OF TERMS).

APPLICABLE CODES, POLICIES AND GUIDELINES

All California codes, policies, and guidelines are applicable. THE USE OF CMAS DOES NOT REDUCE OR RELIEVE STATE AGENCIES OF THEIR RESPONSIBILITY TO MEET STATEWIDE REQUIREMENTS REGARDING CONTRACTING OR THE PROCUREMENT OF GOODS OR SERVICES. Most procurement and contract codes, policies, and guidelines are incorporated into CMAS contracts. Nonetheless, there is no guarantee that every possible requirement that pertains to all the different and unique State processes has been included.

STATEWIDE PROCUREMENT REQUIREMENTS

Agencies must carefully review and adhere to all statewide procurement requirements in the SCM, Volumes 2 and 3, such as:

- Automated Accounting System requirements of State Administrative Manual (SAM) Section 7260-62
- Productive Use Requirements, per the SCM, Volume 3, Chapter 2, Section 2.B6.2.
- SAM Sections 4819.41 and 4832 certifications for information technology procurements and compliance with policies.
- Services may not be paid for in advance.

- Agencies are required to file with the Department of Fair Employment and Housing (DFEH) a Contract Award Report Std. 16 for each order over \$5,000 within 10 days of award, including supplements that exceed \$5,000.
- Pursuant to Public Contract Code Section 10359 State agencies are to report all Consulting Services Contract activity for the preceding fiscal year to DGS and the six legislative committees and individuals that are listed on the annual memorandum from DGS.
- Pursuant to Unemployment Insurance Code Section 1088.8, State and local government agencies must report to the Employment Development Department (EDD) all payments for services that equal \$600 or more to independent sole proprietor contractors. See the Contractor's Std. 204, Payee Data Record, to determine sole proprietorship. For inquiries regarding this subject, contact EDD at (916) 651-6945 for technical questions or (888) 745-3886 for information and forms.
- Annual small business and disabled veteran reports.
- Post evaluation reports. Public Contract Code 10369 requires State agencies to prepare post evaluations on form Std. 4 for all completed non-IT consulting services contracts of more than \$5,000. Copies of negative evaluations for non-IT consulting services only must be sent to the DGS, Office of Legal Services. The Bureau of State Audits requires State agencies annually to certify compliance with these requirements.

ETHNICITY/RACE/GENDER REPORTING REQUIREMENT

Effective January 1, 2007, in accordance with Public Contract Code 10111, State agencies are to capture information on ethnicity, race, and gender of business owners (not subcontractors) for all awarded contracts, including CAL-Card transactions. Each department is required to independently report this information to the Governor and the Legislature on an annual basis.

Agencies are responsible for developing their own guidelines and forms for collecting and reporting this information,

Contractor participation is voluntary.

PAYMENTS AND INVOICES

1. Payment Terms

Payment terms for this contract are net 45 days.

**CALIFORNIA MULTIPLE AWARD SCHEDULE (CMAS)
EVERBRIDGE, INC.
CMAS NO. 3-12-70-2909A, SUPPLEMENT NO. 1**

Payment will be made in accordance with the provisions of the California Prompt Payment Act, Government Code Section 927 et. seq. Unless expressly exempted by statute, the Act requires State agencies to pay properly submitted, undisputed invoices not more than 45 days after (i) the date of acceptance of goods or performance of services; or (ii) receipt of an undisputed invoice, whichever is later.

2. Payee Data Record (Std. 204)

Each State accounting office must have a copy of the Contractor's Payee Data Record (Std. 204) in order to process payment of invoices. Contractors are required to provide a copy of their Std. 204 upon request from an agency customer. Agencies should forward a copy of the Std. 204 to their accounting office. Without the Std. 204, payment may be unnecessarily delayed.

3. DGS Administrative and Incentive Fees

Orders from State Agencies:

The Department of General Services (DGS) will bill each State agency directly an administrative fee for use of CMAS contracts. The administrative fee should NOT be included in the order total, nor remitted before an invoice is received from DGS. This administrative fee is waived for CMAS purchase orders issued to California certified small businesses.

See the current administrative fees in the DGS Price Book at:
<http://www.dgs.ca.gov/ofs/Pricebook.aspx>.

Orders from Local Government Agencies:

Effective for CMAS orders dated 1/1/2010 or later, CMAS contractors, who are not California certified small businesses, are required to remit to the DGS an incentive fee equal to 1% of the total of all local government agency orders (excluding sales tax and freight) placed against their CMAS contract(s). This incentive fee is in lieu of local government agencies being billed the above referenced DGS administrative fee.

This incentive fee is waived for CMAS purchase orders issued to California certified small businesses.

The check covering this fee shall be made payable to the Department of General Services, CMAS Unit, and mailed to the CMAS Unit along with the applicable Quarterly Report. See the provision in this contract entitled "Contractor Quarterly Report Process" for information on when and where to send these checks and reports.

4. Contractor Invoices

Unless otherwise stipulated, the contractor must send their invoices to the agency address set forth in the purchase order. Invoices shall be submitted in triplicate and shall include the following:

- Contract number
- Agency purchase order number
- Agency Bill Code
- Line item number
- Unit price
- Extended line item price
- Invoice total

State sales tax and/or use tax shall be itemized separately and added to each invoice as applicable.

The company name on the CMAS contract, purchase order and invoice must match or the State Controller's Office will not approve payment.

5. Advance Payments

Advance payment is allowed for services only under limited, narrowly defined circumstances, e.g., between specific departments and certain types of non-profit organizations, or when paying another government agency (GC 11256 – 11263 and 11019).

It is NOT acceptable to pay in advance, except software maintenance and license fees, which are considered a subscription, may be paid in advance if a provision addressing payment in advance is included in the purchase order.

Warranty upgrades and extensions may also be paid for in advance, one time.

6. Credit Card

Everbridge, Inc. does not accept the State of California credit card (CAL-Card).

7. Lease/Purchase Analysis

State agencies must complete a Lease/Purchase Analysis (LPA) to determine best value when contemplating a lease/rental, and retain a copy for future audit purposes (SAM 3700). Approval by the Department of General Services is not required.

8. Leasing

Except for Federal Lease to Own Purchase (LTOP) and hardware rental provisions with no residual value owed at end term (\$1 residual value is acceptable), Federal GSA Lease provisions are NOT available through CMAS because the rates and contract terms and conditions are not acceptable or applicable to the State.

**CALIFORNIA MULTIPLE AWARD SCHEDULE (CMAS)
EVERBRIDGE, INC.
CMAS NO. 3-12-70-2909A, SUPPLEMENT NO. 1**

SEAT Management financing options are NOT available through this contract.

As an alternative, agencies may consider financing through the State's financial marketplace GS \$Mart™. All terms and conditions and lenders are pre-approved for easy financing. The GS \$Mart™ Internet address is www.dgs.ca.gov/pd/programs/statefinancialmarketplace.aspx. Buyers may contact the GS \$Mart™ Administrator, Patrick Mullen by phone at (916) 375-4617 or via e-mail at patrick.mullen@dgs.ca.gov for further information.

9. Maintenance Tax

The Board of Equalization has ruled that in accordance with Section 1655 of the Sales and Use Tax Regulations of the Business Taxes Law Guide, that whenever optional maintenance contracts include consumable supplies, such supplies are subject to sales tax.

Generally, the State has two options:

1. For contracts that provide for maintenance services (i.e., the furnishing of labor and parts necessary to maintain equipment), the charges for the provision of maintenance services are not taxable.
2. For contracts that provide for maintenance services and consumable supply items (e.g., toner, developer, and staples), the provision of the consumable supplies is considered a taxable sale of tangible personal property. Therefore, State agencies awarding optional maintenance contracts are responsible for paying the applicable sales tax on the consumable supplies utilized during the performance period of the maintenance contract.

The contractor will be required to itemize the taxed consumables for State accounting purposes.

CONTRACTOR QUARTERLY REPORT PROCESS

Contractors are required to submit a detailed CMAS Business Activity Report on a quarterly basis to the CMAS Unit. See Attachment B for a copy of this form and instructions.

This report shall be mailed to:

Department of General Services
Procurement Division – CMAS Unit
Attention: Quarterly Report Processing
PO Box 989052, MS #2-202
West Sacramento, CA 95798-9052

Reports that include checks for incentive fees or that exceed a total of 5 pages must be mailed and shall not be faxed or e-mailed. All other reports may be faxed or e-mailed to the attention of Quarterly Report Processing as follows:

CMAS Unit Fax Number: (916) 375-4663
CMAS Unit E-Mail: cmas@dgs.ca.gov

For the full instructions on completing and submitting CMAS Quarterly Business Activity Reports, and a soft copy of a blank quarterly report form, go to www.dgs.ca.gov/pd/Programs/Leveraged/CMAS.aspx, and then select "For Suppliers/Contractors".

Important things to remember regarding CMAS Quarterly Business Activity Reports (referred to as "reports" below):

- A report is required for each CMAS contract each quarter, even when no new purchase orders are received in the quarter.
- A separate report is required for each CMAS contract.
- Each purchase order must be reported only once in the quarter identified by the purchase order date, regardless of when the services were performed, the products were delivered, the invoice was sent, or the payment was received.
- Purchase orders from State and local government agencies must be separated on the report, as shown in the instructions.
- Contractors must report the sales activity for all resellers listed on their CMAS contract.
- Any report that does not follow the required format or excludes required information will be deemed incomplete and returned to the contractor for corrections.
- Taxes and freight must not be included in the report.
- For CMAS orders dated 1/1/2010 or later, contractors are no longer required to attach copies of purchase orders to their reports. This changed requirement will begin on Q1-2010 reports, which are due 4/15/2010.
- For CMAS orders dated 1/1/2010 or later, contractors who are not California certified small businesses must attach to their quarterly report a check covering the required incentive fee for all CMAS sales to local government agencies (see more information below). This new requirement will start on Q1-2010 reports, which are due 4/15/2010.
- New contracts, contract renewals or extensions, and contract modifications will be approved only if the contractor has submitted all required quarterly reports and incentive fees.

**CALIFORNIA MULTIPLE AWARD SCHEDULE (CMAS)
EVERBRIDGE, INC.
CMAS NO. 3-12-70-2909A, SUPPLEMENT NO. 1**

CMAS Quarterly Business Activity Reports are due in the CMAS Unit within two weeks after the end of each quarter as shown below:

Quarter 1	Jan 1 to Mar 31	Due Apr 15
Quarter 2	Apr 1 to Jun 30	Due Jul 15
Quarter 3	Jul 1 to Sep 30	Due Oct 15
Quarter 4	Oct 1 to Dec 31	Due Jan 15

CONTRACTOR QUARTERLY INCENTIVE FEES

CMAS contractors who are not California certified small businesses must remit to the DGS an incentive fee equal to 1% of the total of all local government agency orders (excluding sales tax and freight) placed against their CMAS contract(s). This incentive fee is in lieu of local government agencies being billed the above referenced DGS administrative fee.

CMAS contractors cannot charge local government agencies an additional 1% charge on a separate line item to cover the incentive fee. The contractor must include the 1% incentive fee in the price of the products or services offered, and the line item prices must not exceed the applicable GSA prices.

A local government agency is any city, county, district, or other local governmental body, including the California State University (CSU) and University of California (UC) systems, K-12 public schools and community colleges empowered to expend public funds.

This incentive fee is waived for CMAS purchase orders issued to California certified small businesses.

The check covering this fee shall be made payable to the Department of General Services, CMAS Unit, and mailed to the CMAS Unit along with the applicable Quarterly Report. See the provision in this contract entitled "Contractor Quarterly Report Process" for information on when and where to send these checks and reports.

CONTRACTOR PROVIDES COPY OF THE CONTRACT AND SUPPLEMENTS

CMAS contractors are required to provide the entire contract that consists of the following:

- Cover pages with DGS logo and CMAS analyst's signature, and Ordering Instructions and Special Provisions.
- California CMAS Terms and Conditions.
- Federal GSA or non-federal GSA Terms and Conditions (unless otherwise stipulated in the CMAS contract).
- Federal GSA or non-federal GSA products, services, and price list (unless otherwise stipulated in the CMAS contract).
- Supplements, if applicable.

It is important for the agency to confirm that the required products, services, and prices are included in the contract and are at or below contract rates. To streamline substantiation that the needed items are in the contract, the agencies should ask the contractor to identify the specific pages from the contract that include the required products, services, and prices. Agencies should save these pages for their file documentation.

CONTRACTORS ACTING AS FISCAL AGENTS ARE PROHIBITED

When a subcontractor ultimately provides all of the products or performs all of the services that a contractor has agreed to provide, and the prime contractor only handles the invoicing of expenditures, then the prime contractor's role becomes that of a fiscal agent because it is merely administrative in nature, and does not provide a Commercially Useful Function (CUF). It is unacceptable to use fiscal agents in this manner because the agency is paying unnecessary administrative costs.

AGENCY RESPONSIBILITY

Agencies must contact contractors to obtain copies of the contracts and compare them for a best value purchasing decision.

Each agency is responsible for its own contracting program and purchasing decisions, including use of the CMAS program and associated outcomes.

This responsibility includes, but is not necessarily limited to, ensuring the necessity of the services, securing appropriate funding, complying with laws and policies, preparing the purchase order in a manner that safeguards the State's interests, obtaining required approvals, and documenting compliance with Government Code 19130.b (3) for outsourcing services.

It is the responsibility of each agency to consult as applicable with their legal staff and contracting offices for advice depending upon the scope or complexity of the purchase order.

If you do not have legal services available to you within your agency, the DGS Office of Legal Services is available to provide services on a contractual basis.

CONFLICT OF INTEREST

Agencies must evaluate the proposed purchase order to determine if there are any potential conflict of interest issues. See the attached CMAS Terms and Conditions, Conflict of Interest, for more information.

FEDERAL DEBARMENT

When federal funds are being expended, the agency is required to obtain (retain in file) a signed "Federal Debarment" certification from the contractor before the purchase order is issued.

**CALIFORNIA MULTIPLE AWARD SCHEDULE (CMAS)
EVERBRIDGE, INC.
CMAS NO. 3-12-70-2909A, SUPPLEMENT NO. 1**

This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension, 29 CFR Part 98, Section 98.510, Participants; responsibilities. The regulations were published as Part VII of the May 26, 1988 Federal Register (pages 19160-19211).

LIQUIDATED DAMAGES FOR LATE DELIVERY

The value of the liquidated damages cannot be a penalty, must be mutually agreed upon by agency and contractor and included in the purchase order to be applicable.

ACCEPTANCE TESTING CRITERIA

If the agency wants to include acceptance testing for all newly installed technology systems, and individual equipment, and machines which are added or field modified (modification of a machine from one model to another) after a successful performance period, the test criteria must be included in the purchase order to be applicable.

AMERICANS WITH DISABILITY ACT (ADA)

Section 504 of the Rehabilitation Act of 1973 as amended; Title VI and VII of the Civil Rights Act of 1964 as amended; Americans with Disabilities Act, 42 USC 12101; California Code of Regulations, Title 2, Title 22; California Government Code, Sections 11135, et seq.; and other federal and State laws, and Executive Orders prohibit discrimination. All programs, activities, employment opportunities, and services must be made available to all persons, including persons with disabilities. See Attachment A for Procurement Division's ADA Compliance Policy of Nondiscrimination on the Basis of Disability.

Individual government agencies are responsible for self-compliance with ADA regulations.

Contractor sponsored events must provide reasonable accommodations for persons with disabilities.

**DGS PROCUREMENT DIVISION CONTACT AND
PHONE NUMBER**

Department of General Services
Procurement Division, CMAS Unit
707 Third Street, 2nd Floor, MS 202
West Sacramento, CA 95605-2811

Phone # (916) 375-4363
Fax # (916) 375-4663

ATTACHMENT A

ADA NOTICE

Procurement Division (State Department of General Services)
AMERICANS WITH DISABILITIES ACT (ADA) COMPLIANCE
POLICY OF NONDISCRIMINATION ON THE BASIS OF DISABILITY

To meet and carry out compliance with the nondiscrimination requirements of the Americans With Disabilities Act (ADA), it is the policy of the Procurement Division (within the State Department of General Services) to make every effort to ensure that its programs, activities, and services are available to all persons, including persons with disabilities.

For persons with a disability needing a reasonable accommodation to participate in the Procurement process, or for persons having questions regarding reasonable accommodations for the Procurement process, please contact the Procurement Division at (916) 375-4400 (main office); the Procurement Division TTY/TDD (telephone device for the deaf) or California Relay Service numbers which are listed below. You may also contact directly the Procurement Division contact person who is handling this procurement.

IMPORTANT: TO ENSURE THAT WE CAN MEET YOUR NEED, IT IS BEST THAT WE RECEIVE YOUR REQUEST AT LEAST 10 WORKING DAYS BEFORE THE SCHEDULED EVENT (i.e., MEETING, CONFERENCE, WORKSHOP, etc.) OR DEADLINE DUE-DATE FOR PROCUREMENT DOCUMENTS.

The Procurement Division TTY telephone numbers are:

Sacramento Office: (916) 376-1891
Fullerton Office: (714) 773-2093

The California Relay Service Telephone Numbers are:

Voice 1-800-735-2922 or 1-888-877-5379
TTY: 1-800-735-2929 or 1-888-877-5378
Speech-to-Speech: 1-800-854-7784

ATTACHMENT B

CMAS QUARTERLY BUSINESS ACTIVITY REPORT

Contractor Name: _____

Contract Number: _____

For Questions Regarding This Report Contact:

Name: _____

Phone Number: _____

E-mail: _____

Reporting Calendar Year: _____

Reporting Quarter: _____

Q1 (Jan-Mar) ☐

Q2 (Apr-Jun) ☐

Q3 (Jul-Sep) ☐

Q4 (Oct-Dec) ☐

Revision ☐

Check Here if No New Orders for This Quarter ☐

STATE AGENCY PURCHASES

State Agency Name	Purchase Order Number	Purchase Order Date	Agency Billing Code	Total Dollars Per Purchase Order	Agency Contact	Agency Address	Phone Number

Total State Agency Dollars Reported for Quarter: \$ _____

LOCAL GOVERNMENT AGENCY PURCHASES

Local Government Agency Name	Purchase Order Number	Purchase Order Date	Total Dollars Per Purchase Order	Agency Contact	Agency Address	Phone Number

Total Local Government Agency Dollars for Quarter: \$ _____ 1% Remitted to DGS (does not apply to CA certified S/Bs): \$ _____

Total of State and Local Government Agency Dollars Reported for this Quarter: \$ _____

**CALIFORNIA MULTIPLE AWARD SCHEDULE (CMAS)
EVERBRIDGE, INC.
CMAS NO. 3-12-70-2909, SUPPLEMENT NO. 1**

Instructions for completing the CMAS Quarterly Business Activity Report

1. Complete the top of the form with the appropriate information for your company.
2. **Agency Name** - Identify the State agency or Local Government agency that issued the order.
3. **Purchase Order Number** - Identify the purchase order number (and amendment number if applicable) on the order form. This is not your invoice number. This is the number the State agency or Local Government agency assigns to the order.
4. **Purchase Order Date** - Identify the date the purchase order was issued, as shown on the order. This is not the date you received, accepted, or invoiced the order.
5. **Agency Billing Code** - Identify the State agency billing code. This is a five-digit number identified on the upper right hand corner of the Std. 65 purchase order form. You must identify this number on all purchases made by State of California agencies. Billing codes are not applicable to Local Government agencies.
6. **Total Dollars Per PO** - Identify the total dollars of the order excluding tax and freight. Tax must NOT be included in the quarterly report, even if the agency includes tax on the purchase order. The total dollars per order should indicate the entire purchase order amount (less tax and freight) regardless of when you invoice order, perform services, deliver product, or receive payment.
7. **Agency Contact** - Identify the ordering agency's contact person on the purchase order.
8. **Agency Address** - Identify the ordering agency's address on the purchase order.
9. **Phone Number** - Identify the phone number for the ordering agency's contact person.
10. **Total State Sales & Total Local Sales** - Separately identify the total State dollars and/or Local Government agency dollars (pre-tax) for all orders placed in quarter.
11. **1% Remitted to DGS** - Identify 1% of the total Local Government agency dollars reported for the quarter. This is the amount to be remitted to DGS by contractors who are not California certified small businesses.
12. **Grand Total** - Identify the total of all State and Local Government agency dollars reported for the quarter.

Notes:

- A report is required for each CMAS contract, each quarter, even when there are no new orders for the quarter.
- Quarterly reports are due two weeks after the end of the quarter.

CALIFORNIA MULTIPLE AWARD SCHEDULES (CMAS) GENERAL PROVISIONS - INFORMATION TECHNOLOGY

1. **DEFINITIONS:** Unless otherwise specified in the Statement of Work the following terms shall be given the meaning shown, unless context requires otherwise.

- a) **"Acceptance Tests"** means those tests performed during the Performance Period which are intended to determine compliance of Equipment and Software with the specifications and all other Attachments incorporated herein by reference and to determine the reliability of the Equipment.
- b) **"Application Program"** means a computer program which is intended to be executed for the purpose of performing useful work for the user of the information being processed. Application programs are developed or otherwise acquired by the user of the Hardware/Software system, but they may be supplied by the Contractor.
- c) **"Attachment"** means a mechanical, electrical, or electronic interconnection to the Contractor-supplied Machine or System of Equipment, manufactured by other than the original Equipment manufacturer, that is not connected by the Contractor.
- d) **"Business entity"** means any individual, business, partnership, joint venture, corporation, S-corporation, limited liability company, sole proprietorship, joint stock company, consortium, or other private legal entity recognized by statute.
- e) **"Buyer"** means the State's authorized contracting official.
- f) **"Commercial Hardware"** means Hardware developed or regularly used that: (i) has been sold, leased, or licensed to the general public; (ii) has been offered for sale, lease, or license to the general public; (iii) has not been offered, sold, leased, or licensed to the public but will be available for commercial sale, lease, or license in time to satisfy the delivery requirements of this Contract; or (iv) satisfies criterion expressed in (i), (ii), or (iii) above and would require only minor modifications to meet the requirements of this Contract.
- g) **"Commercial Software"** means Software developed or regularly used that: (i) has been sold, leased, or licensed to the general public; (ii) has been offered for sale, lease, or license to the general public; (iii) has not been offered, sold, leased, or licensed to the public but will be available for commercial sale, lease, or license in time to satisfy the delivery requirements of this Contract; or (iv) satisfies a criterion expressed in (i), (ii), or (iii) above and would require only minor modifications to meet the requirements of this Contract.
- h) **"Contract"** means this Contract or agreement (including any purchase order), by whatever name known or in whatever format used.
- i) **"Custom Software"** means Software that does not meet the definition of Commercial Software.
- j) **"Contractor"** means the Business Entity with whom the State enters into this Contract. Contractor shall be synonymous with "supplier", "vendor" or other similar term.
- k) **"Data Processing Subsystem"** means a complement of Contractor-furnished individual Machines, including the necessary controlling elements (or the functional equivalent), Operating Software and Software, if any, which are acquired to operate as an integrated group, and which are interconnected entirely by Contractor-supplied power and/or signal cables; e.g., direct access controller and drives, a cluster of terminals with their controller, etc.
- l) **"Data Processing System (System)"** means the total complement of Contractor-furnished Machines, including one or more central processors (or instruction processors), Operating Software which are acquired to operate as an integrated group.
- m) **"Deliverables"** means Goods, Software, Information Technology, telecommunications technology, Hardware, and other items (e.g. reports) to be delivered pursuant to this Contract, including any such items furnished incident to the provision of services.
- n) **"Designated CPU(s)"** means for each product, if applicable, the central processing unit of the computers or the server unit, including any associated peripheral units. If no specific "Designated CPU(s)" are specified on the Contract, the term shall mean any and all CPUs located at the site specified therein.
- o) **"Documentation"** means manuals and other printed materials necessary or useful to the State in its use or maintenance of the Equipment or Software provided hereunder. Manuals and other printed materials customized for the State hereunder constitute Work Product if such materials are required by the Statement of Work.
- p) **"Equipment"** is an all-inclusive term which refers either to individual Machines or to a complete Data Processing System or subsystem, including its Hardware and Operating Software (if any).
- q) **"Equipment Failure"** is a malfunction in the Equipment, excluding all external factors, which prevents the accomplishment of the Equipment's intended function(s). If microcode or Operating Software residing in the Equipment is necessary for the proper operation of the Equipment, a failure of such microcode or Operating Software which prevents the accomplishment of the Equipment's intended functions shall be deemed to be an Equipment Failure.
- r) **"Facility Readiness Date"** means the date specified in the Statement of Work by which the State must have the site prepared and available for Equipment delivery and installation.

CALIFORNIA MULTIPLE AWARD SCHEDULES (CMAS) GENERAL PROVISIONS - INFORMATION TECHNOLOGY

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- s) **"Goods"** means all types of tangible personal property, including but not limited to materials, supplies, and Equipment (including computer and telecommunications Equipment).
- t) **"Hardware"** usually refers to computer Equipment and is contrasted with Software. See also Equipment.
- u) **"Installation Date"** means the date specified in the Statement of Work by which the Contractor must have the ordered Equipment ready (certified) for use by the State.
- v) **"Information Technology"** includes, but is not limited to, all electronic technology systems and services, automated information handling, System design and analysis, conversion of data, computer programming, information storage and retrieval, telecommunications which include voice, video, and data communications, requisite System controls, simulation, electronic commerce, and all related interactions between people and Machines.
- w) **"Machine"** means an individual unit of a Data Processing System or subsystem, separately identified by a type and/or model number, comprised of but not limited to mechanical, electro-mechanical, and electronic parts, microcode, and special features installed thereon and including any necessary Software, e.g., central processing unit, memory module, tape unit, card reader, etc.
- x) **"Machine Alteration"** means any change to a Contractor-supplied Machine which is not made by the Contractor, and which results in the Machine deviating from its physical, mechanical, electrical, or electronic (including microcode) design, whether or not additional devices or parts are employed in making such change.
- y) **"Maintenance Diagnostic Routines"** means the diagnostic programs customarily used by the Contractor to test Equipment for proper functioning and reliability.
- z) **"Manufacturing Materials"** means parts, tools, dies, jigs, fixtures, plans, drawings, and information produced or acquired, or rights acquired, specifically to fulfill obligations set forth herein.
- aa) **"Mean Time Between Failure (MTBF)"** means the average expected or observed time between consecutive failures in a System or component.
- bb) **"Mean Time to Repair (MTTR)"** means the average expected or observed time required to repair a System or component and return it to normal operation.
- cc) **"Operating Software"** means those routines, whether or not identified as Program Products, that reside in the Equipment and are required for the Equipment to perform its intended function(s), and which interface the operator, other Contractor-supplied programs, and user programs to the Equipment.
- dd) **"Operational Use Time"** means for performance measurement purposes, that time during which Equipment is in actual operation by the State. For maintenance Operational Use Time purposes, that time during which Equipment is in actual operation and is not synonymous with power on time.
- ee) **"Period of Maintenance Coverage"** means the period of time, as selected by the State, during which maintenance services are provided by the Contractor for a fixed monthly charge, as opposed to an hourly charge for services rendered. The Period of Maintenance Coverage consists of the Principal Period of Maintenance and any additional hours of coverage per day, and/or increased coverage for weekends and holidays.
- ff) **"Preventive Maintenance"** means that maintenance, performed on a scheduled basis by the Contractor, which is designed to keep the Equipment in proper operating condition.
- gg) **"Principal Period of Maintenance"** means any nine consecutive hours per day (usually between the hours of 7:00 a.m. and 6:00 p.m.) as selected by the State, including an official meal period not to exceed one hour, Monday through Friday, excluding holidays observed at the installation.
- hh) **"Programming Aids"** means Contractor-supplied programs and routines executable on the Contractor's Equipment which assists a programmer in the development of applications including language processors, sorts, communications modules, data base management systems, and utility routines, (tape-to-disk routines, disk-to-print routines, etc.).
- ii) **"Program Product"** means programs, routines, subroutines, and related items which are proprietary to the Contractor and which are licensed to the State for its use, usually on the basis of separately stated charges and appropriate contractual provisions.
- jj) **"Remedial Maintenance"** means that maintenance performed by the Contractor which results from Equipment (including Operating Software) failure, and which is performed as required, i.e., on an unscheduled basis.
- kk) **"Software"** means an all-inclusive term which refers to any computer programs, routines, or subroutines supplied by the Contractor, including Operating Software, Programming Aids, Application Programs, and Program Products.
- ll) **"Software Failure"** means a malfunction in the Contractor-supplied Software, other than Operating Software, which prevents the accomplishment of work, even though the Equipment (including its Operating Software) may still be capable of operating properly. For Operating Software failure, see definition of Equipment Failure.
- mm) **"State"** means the government of the State of California, its employees and authorized representatives,

CALIFORNIA MULTIPLE AWARD SCHEDULES (CMAS) GENERAL PROVISIONS - INFORMATION TECHNOLOGY

including without limitation any department, agency, or other unit of the government of the State of California.

- nn) **"System"** means the complete collection of Hardware, Software and services as described in this Contract, integrated and functioning together, and performing in accordance with this Contract.
 - oo) **"U.S. Intellectual Property Rights"** means intellectual property rights enforceable in the United States of America, including without limitation rights in trade secrets, copyrights, and U.S. patents.
2. **CONTRACT FORMATION:** If this Contract results from a Letter of Offer, then Contractor's offer is deemed a firm offer and this Contract document is the State's acceptance of that offer.
 3. **COMPLETE INTEGRATION:** This Contract, including any documents incorporated herein by express reference, is intended to be a complete integration and there are no prior or contemporaneous different or additional agreements pertaining to the subject matter of the Contract.
 4. **SEVERABILITY:** The Contractor and the State agree that if any provision of this Contract is found to be illegal or unenforceable, such term or provision shall be deemed stricken and the remainder of the Contract shall remain in full force and effect. Either party having knowledge of such term or provision shall promptly inform the other of the presumed non-applicability of such provision.
 5. **INDEPENDENT CONTRACTOR:** Contractor and the agents and employees of Contractor, in the performance of this Contract, shall act in an independent capacity and not as officers or employees or agents of the State.
 6. **APPLICABLE LAW:** This Contract shall be governed by and shall be interpreted in accordance with the laws of the State of California; venue of any action brought with regard to this Contract shall be in Sacramento County, Sacramento, California. The United Nations Convention on Contracts for the International Sale of Goods shall not apply to this Contract.
 7. **COMPLIANCE WITH STATUTES AND REGULATIONS:**
 - a) The State and the Contractor warrants and certifies that in the performance of this Contract, it will comply with all applicable statutes, rules, regulations and orders of the United States and the State of California. The Contractor agrees to indemnify the State against any loss, cost, damage or liability by reason of the Contractor's violation of this provision.
 - b) The State will notify Contractor of any such claim in writing and tender the defense thereof within a reasonable time; and
 - c) The Contractor will have sole control of the defense of any action on such claim and all negotiations for its settlement or compromise; provided that (i) when substantial principles of government or public law are involved, when litigation might create precedent affecting future State operations or liability, or when involvement of the State is otherwise mandated by law, the State may participate in such action at its own expense with respect to attorneys' fees and costs (but not liability); (ii) where a settlement would impose liability on the State, affect principles of California government or public law, or impact the authority of the State, the Department of General Services will have the right to approve or disapprove any settlement or compromise, which approval will not unreasonably be withheld or delayed; and (iii) the State will reasonably cooperate in the defense and in any related settlement negotiations.
 - d) If this Contract is in excess of \$554,000, it is subject to the requirements of the World Trade Organization (WTO) Government Procurement Agreement (GPA).
 - e) To the extent that this Contract falls within the scope of Government Code Section 11135, Contractor hereby agrees to respond to and resolve any complaint brought to its attention, regarding accessibility of its products or services.
8. **CONTRACTOR'S POWER AND AUTHORITY:** The Contractor warrants that it has full power and authority to grant the rights herein granted and will hold the State harmless from and against any loss, cost, liability, and expense (including reasonable attorney fees) arising out of any breach of this warranty. Further, Contractor avers that it will not enter into any arrangement with any third party which might abridge any rights of the State under this Contract.
 - a) The State will notify Contractor of any such claim in writing and tender the defense thereof within a reasonable time; and
 - b) The Contractor will have sole control of the defense of any action on such claim and all negotiations for its settlement or compromise; provided that (i) when substantial principles of government or public law are involved, when litigation might create precedent affecting future State operations or liability, or when involvement of the State is otherwise mandated by law, the State may participate in such action at its own expense with respect to attorneys' fees and costs (but not liability); (ii) where a settlement would impose liability on the State, affect principles of California government or public law, or impact the authority of the State, the Department of General Services will have the right to approve or disapprove any settlement or compromise, which approval will not unreasonably be withheld or delayed; and (iii) the State will reasonably cooperate in the defense and in any related settlement negotiations.

CALIFORNIA MULTIPLE AWARD SCHEDULES (CMAS) GENERAL PROVISIONS - INFORMATION TECHNOLOGY

9. CMAS -- ASSIGNMENT:

- a) This Contract shall not be assignable by the Contractor in whole or in part without the written consent of the State. The State's consent shall not be unreasonably withheld or delayed. For the purpose of this paragraph, State will not unreasonably prohibit Contractor from freely assigning its right to payment, provided that Contractor remains responsible for its obligations hereunder.
- b) Should the State desire financing of the assets provided hereunder through GS\$Mart, the State's financial marketplace, the Contractor agrees to assign to a State-designated lender its right to receive payment from the State for the assets in exchange for payment by the lender of the cash purchase price for the assets. Upon notice to do so from the State-designated lender at any time prior to payment by the State for the assets, the Contractor will execute and deliver to the State-designated lender an assignment agreement and any additional documents necessary for the State selected financing plan. The State-designated lender will pay the Contractor according to the terms of the Contractor's invoice upon acceptance of the assets by the State.

10. WAIVER OF RIGHTS: Any action or inaction by the State or the failure of the State on any occasion, to enforce any right or provision of the Contract, shall not be construed to be a waiver by the State of its rights hereunder and shall not prevent the State from enforcing such provision or right on any future occasion. The rights and remedies of the State herein are cumulative and are in addition to any other rights or remedies that the State may have at law or in equity.

11. CMAS -- ORDER OF PRECEDENCE: In the event of any inconsistency between the articles, attachments, specifications or provisions which constitute this Contract, the following order of precedence shall apply:

- a) These General Provisions – Information Technology (In the instances provided herein where the paragraph begins: "Unless otherwise specified in the Statement of Work" provisions specified in the Statement of Work replacing these paragraphs shall take precedence over the paragraph referenced in these General Provisions);
- b) Contract form, i.e., Purchase Order STD 65, Standard Agreement STD 213, etc., and any amendments thereto;
- c) Other Special Provisions;
- d) Federal GSA (or other multiple award) terms and conditions;
- e) Statement of work, including any specifications incorporated by reference herein; and
- f) All other attachments incorporated in the Contract by reference.

12. PACKING AND SHIPMENT:

- a) All Goods are to be packed in suitable containers for protection in shipment and storage, and in accordance with applicable specifications. Each container of a multiple container shipment shall be identified to:
 - i) show the number of the container and the total number of containers in the shipment; and
 - ii) the number of the container in which the packing sheet has been enclosed.
- b) All shipments by Contractor or its subcontractors must include packing sheets identifying: the State's Contract number; item number; quantity and unit of measure; part number and description of the Goods shipped; and appropriate evidence of inspection, if required. Goods for different Contracts shall be listed on separate packing sheets.
- c) Shipments must be made as specified in this Contract, as it may be amended, or otherwise directed in writing by the State's Transportation Management Unit within the Department of General Services, Procurement Division.

13. TRANSPORTATION COSTS AND OTHER FEES OR EXPENSES: No charge for delivery, drayage, express, parcel post, packing, cartage, insurance, license fees, permits, cost of bonds, or for any other purpose will be paid by the State unless expressly included and itemized in the Contract.

- a) The Contractor must strictly follow Contract requirements regarding Free on Board (F.O.B.), freight terms and routing instructions. The State may permit use of an alternate carrier at no additional cost to the State with advance written authorization of the Buyer.
- b) If "prepay and add" is selected, supporting freight bills are required when over \$50, unless an exact freight charge is approved by the Transportation Management Unit within the Department of General Services Procurement Division and a waiver is granted.
- c) On "F.O.B. Shipping Point" transactions, should any shipments under the Contract be received by the State in a damaged condition and any related freight loss and damage claims filed against the carrier or carriers be wholly or partially declined by the carrier or carriers with the inference that damage was the result of the act of the shipper such as inadequate packaging or loading or some inherent defect in the Equipment and/or material, Contractor, on request of the State, shall at Contractor's own expense assist the State in establishing carrier liability by supplying evidence that the Equipment and/or material was properly constructed, manufactured, packaged, and secured to withstand normal transportation conditions.

CALIFORNIA MULTIPLE AWARD SCHEDULES (CMAS) GENERAL PROVISIONS - INFORMATION TECHNOLOGY

- 14. DELIVERY:** The Contractor shall strictly adhere to the delivery and completion schedules specified in this Contract. Time, if stated as a number of days, shall mean calendar days unless otherwise specified. The quantities specified herein are the only quantities required. If the Contractor delivers in excess of the quantities specified herein, the State shall not be required to make any payment for the excess Deliverables, and may return them to Contractor at Contractor's expense or utilize any other rights available to the State at law or in equity.
- 15. SUBSTITUTIONS:** Substitution of Deliverables may not be tendered without advance written consent of the Buyer. Contractor shall not use any specification in lieu of those contained in the Contract without written consent of the Buyer.
- 16. INSPECTION, ACCEPTANCE AND REJECTION:** Unless otherwise specified in the Statement of Work:
- a) When acquiring Commercial Hardware or Commercial Software, the State shall rely on Contractor's existing quality assurance system as a substitute for State inspection and testing. For all other acquisitions, Contractor and its subcontractors will provide and maintain a quality assurance system acceptable to the State covering Deliverables and services under this Contract and will tender to the State only those Deliverables that have been inspected and found to conform to this Contract's requirements. The Contractor will keep records evidencing inspections and their result, and will make these records available to the State during Contract performance and for three years after final payment. The Contractor shall permit the State to review procedures, practices, processes, and related documents to determine the acceptability of Contractor's quality assurance System or other similar business practices related to performance of the Contract.
 - b) All Deliverables may be subject to inspection and test by the State or its authorized representatives.
 - c) The Contractor and its subcontractors shall provide all reasonable facilities for the safety and convenience of inspectors at no additional cost to the State. The Contractor shall furnish to inspectors all information and data as may be reasonably required to perform their inspection.
 - d) Subject to subsection 16 (a) above, all Deliverables may be subject to final inspection, test and acceptance by the State at destination, notwithstanding any payment or inspection at source.
 - e) The State shall give written notice of rejection of Deliverables delivered or services performed hereunder within a reasonable time after receipt of such Deliverables or performance of such services. Such notice of rejection will state the respects in which the

Deliverables do not substantially conform to their specifications. If the State does not provide such notice of rejection within fifteen (15) days of delivery for purchases of Commercial Hardware or Commercial Software or thirty (30) days of delivery for all other purchases, such Deliverables and services will be deemed to have been accepted. Acceptance by the State will be final and irreversible, except as it relates to latent defects, fraud, and gross mistakes amounting to fraud. Acceptance shall not be construed to waive any warranty rights that the State might have at law or by express reservation in this Contract with respect to any nonconformity.

17. SAMPLES:

- a) Samples of items may be required by the State for inspection and specification testing and must be furnished free of expense to the State. The samples furnished must be identical in all respects to the products offered and/or specified in the Contract.
- b) Samples, if not destroyed by tests, may, upon request made at the time the sample is furnished, be returned at Contractor's expense.

18. CMAS -- WARRANTY: The following warranty language is in addition to the warranty language provided in the federal GSA Multiple Award Schedule or other base Contract used to establish this CMAS Contract. When there is a conflict between the language, the following warranty language overrides.

- a) Unless otherwise specified in the Statement of Work, the warranties in this subsection a) begin upon delivery of the goods or services in question and end one (1) year thereafter. The Contractor warrants that (i) Deliverables and services furnished hereunder will substantially conform to the requirements of this Contract (including without limitation all descriptions, specifications, and drawings identified in the Statement of Work), and (ii) the Deliverables will be—free from material defects in materials and workmanship. Where the parties have agreed to design specifications (such as a Detailed Design Document) and incorporated the same or equivalent in the Statement of Work directly or by reference, the Contractor will warrant that its Deliverables provide all material functionality required thereby. In addition to the other warranties set forth herein, where the Contract calls for delivery of Commercial Software, the Contractor warrants that such Software will perform in accordance with its license and accompanying Documentation. The State's approval of designs or specifications furnished by Contractor shall not relieve the Contractor of its obligations under this warranty.
- b) The Contractor warrants that Deliverables furnished hereunder (i) will be free, at the time of delivery, of

CALIFORNIA MULTIPLE AWARD SCHEDULES (CMAS) GENERAL PROVISIONS - INFORMATION TECHNOLOGY

- harmful code (i.e. computer viruses, worms, trap doors, time bombs, disabling code, or any similar malicious mechanism designed to interfere with the intended operation of, or cause damage to, computers, data, or Software); and (ii) will not infringe or violate any U.S. Intellectual Property Right. Without limiting the generality of the foregoing, if the State believes that harmful code may be present in any Commercial Software delivered hereunder, the Contractor will, upon the State's request, provide a new or clean install of the Software.
- c) Unless otherwise specified in the Statement of Work:
- (i) The Contractor does not warrant that any Software provided hereunder is error-free or that it will run without immaterial interruption.
 - (ii) The Contractor does not warrant and will have no responsibility for a claim to the extent that it arises directly from (A) a modification made by the State, unless such modification is approved or directed by the Contractor, (B) use of Software in combination with or on products other than as specified by Contractor, or (C) misuse by the State.
 - (iii) Where the Contractor resells Commercial Hardware or Commercial Software it purchased from a third party, Contractor, to the extent it is legally able to do so, will pass through an such third party warranties to the State and will reasonably cooperate in enforcing them. Such warranty pass-through will not relieve the Contractor from Contractor's warranty obligations set forth above.
- d) All warranties, including special warranties specified elsewhere herein, shall inure to the State, its successors, assigns, customer agencies, and governmental users of the Deliverables or services.
- e) Except as may be specifically provided in the Statement of Work or elsewhere in this Contract, for any breach of the warranties provided in this Section, the State's exclusive remedy and Contractor's sole obligation will be limited to:
- i) re-performance, repair, or replacement of the nonconforming Deliverable (including without limitation an infringing Deliverable) or service; or
 - ii) should the State in its sole discretion consent, refund of all amounts paid by the State for the nonconforming Deliverable or service and payment to the State of any additional amounts necessary to equal the State's Cost to Cover. "Cost to Cover" means the cost, properly mitigated, of procuring Deliverables or services of equivalent capability, function, and performance. The payment obligation in subsection e)(ii) above will not exceed the limits on Contractor's liability set forth in the Section entitled "Limitation of Liability."
- f) EXCEPT FOR THE EXPRESS WARRANTIES SPECIFIED IN THIS SECTION, CONTRACTOR MAKES NO WARRANTIES EITHER EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.
19. **SAFETY AND ACCIDENT PREVENTION:** In performing work under this Contract on State premises, the Contractor shall conform to any specific safety requirements contained in the Contract or as required by law or regulation. The Contractor shall take any additional precautions as the State may reasonably require for safety and accident prevention purposes. Any violation of such rules and requirements, unless promptly corrected, shall be grounds for termination of this Contract in accordance with the default provisions hereof.
20. **INSURANCE:** The Contractor shall maintain all commercial general liability insurance, workers' compensation insurance and any other insurance required under the Contract. The Contractor shall furnish insurance certificate(s) evidencing required insurance coverage acceptable to the State, including endorsements showing the State as an "additional insured" if required under Contract. Any required endorsements requested by the State must be separately provided; merely referring to such coverage on the certificates(s) is insufficient for this purpose. When performing work on state owned or controlled property, Contractor shall provide a waiver of subrogation in favor of the State for its workers' compensation policy.
21. **TERMINATION FOR NON-APPROPRIATION OF FUNDS:**
- a) If the term of this Contract extends into fiscal years subsequent to that in which it is approved, such continuation of the Contract is contingent on the appropriation of funds for such purpose by the Legislature. If funds to effect such continued payment are not appropriated, the Contractor agrees to take back any affected Deliverables furnished under this Contract, terminate any services supplied to the State under this Contract, and relieve the State of any further obligation therefor.
 - b) The State agrees that if it appears likely that subsection a) above will be invoked, the State and Contractor shall agree to take all reasonable steps to prioritize work and Deliverables and minimize the incurrence of costs prior to the expiration of funding for this Contract.
 - c) THE STATE AGREES THAT IF PARAGRAPH a) ABOVE IS INVOKED, COMMERCIAL HARDWARE AND SOFTWARE THAT HAS NOT BEEN PAID FOR SHALL BE RETURNED TO THE CONTRACTOR IN SUBSTANTIALLY THE SAME CONDITION IN WHICH DELIVERED TO THE STATE, SUBJECT TO NORMAL WEAR AND TEAR. THE STATE FURTHER AGREES TO PAY FOR PACKING, CRATING,

CALIFORNIA MULTIPLE AWARD SCHEDULES (CMAS) GENERAL PROVISIONS - INFORMATION TECHNOLOGY

TRANSPORTATION TO CONTRACTOR'S NEAREST FACILITY AND FOR REIMBURSEMENT TO THE CONTRACTOR FOR EXPENSES INCURRED FOR THEIR ASSISTANCE IN SUCH PACKING AND CRATING.

22. TERMINATION FOR THE CONVENIENCE OF THE STATE:

- a) The State may terminate performance of work under this Contract for its convenience in whole or, from time to time, in part, if the Department of General Services, Deputy Director Procurement Division, or designee, determines that a termination is in the State's interest. The Department of General Services, Deputy Director, Procurement Division, or designee, shall terminate by delivering to the Contractor a Notice of Termination specifying the extent of termination and the effective date thereof.
- b) After receipt of a Notice of Termination, and except as directed by the State, the Contractor shall immediately proceed with the following obligations, as applicable, regardless of any delay in determining or adjusting any amounts due under this clause. The Contractor shall:
 - (i) Stop work as specified in the Notice of Termination.
 - (ii) Place no further subcontracts for materials, services, or facilities, except as necessary to complete the continuing portion of the Contract.
 - (iii) Terminate all subcontracts to the extent they relate to the work terminated.
 - (iv) Settle all outstanding liabilities and termination settlement proposals arising from the termination of subcontracts;
- c) After termination, the Contractor shall submit a final termination settlement proposal to the State in the form and with the information prescribed by the State. The Contractor shall submit the proposal promptly, but no later than 90 days after the effective date of termination, unless a different time is provided in the Statement of Work or in the Notice of Termination.
- d) The Contractor and the State may agree upon the whole or any part of the amount to be paid as requested under subsection (c) above.
- e) Unless otherwise set forth in the Statement of Work, if the Contractor and the State fail to agree on the amount to be paid because of the termination for convenience, the State will pay the Contractor the following amounts; provided that in no event will total payments exceed the amount payable to the Contractor if the Contract had been fully performed:
 - (i) The Contract price for Deliverables or services accepted or retained by the State and not previously paid for, adjusted for any savings on freight and other charges; and
 - (ii) The total of:
 - A) The reasonable costs incurred in the performance of the work terminated, including initial costs and preparatory expenses allocable thereto, but excluding any cost attributable to Deliverables or services paid or to be paid;
 - B) The reasonable cost of settling and paying termination settlement proposals under terminated subcontracts that are properly chargeable to the terminated portion of the Contract; and
 - C) Reasonable storage, transportation, demobilization, unamortized overhead and capital costs, and other costs reasonably incurred by the Contractor in winding down and terminating its work.
- f) The Contractor will use generally accepted accounting principles, or accounting principles otherwise agreed to in writing by the parties, and sound business practices in determining all costs claimed, agreed to, or determined under this clause.

23. TERMINATION FOR DEFAULT:

- a) The State may, subject to the clause titled "Force Majeure" and to sub-section d) below, by written notice of default to the Contractor, terminate this Contract in whole or in part if the Contractor fails to:
 - i) Deliver the Deliverables or perform the services within the time specified in the Contract or any amendment thereto;
 - ii) Make progress, so that the lack of progress endangers performance of this Contract; or
 - iii) Perform any of the other provisions of this Contract.
- b) The State's right to terminate this Contract under sub-section a) above, may be exercised only if the failure constitutes a material breach of this Contract and if the Contractor does not cure such failure within the time frame stated in the State's cure notice, which in no event will be less than fifteen (15) days, unless the Statement of Work calls for a different period.
- c) If the State terminates this Contract in whole or in part pursuant to this Section, it may acquire, under terms and in the manner the Buyer considers appropriate, Deliverables or services similar to those terminated, and the Contractor will be liable to the State for any excess costs for those Deliverables and services, including without limitation costs third party vendors charge for Manufacturing Materials (but subject to the clause entitled "Limitation of Liability"). However, the Contractor shall continue the work not terminated.
- d) If the Contract is terminated for default, the State may require the Contractor to transfer title, or in the case of licensed Software, license, and deliver to the State, as directed by the Buyer, any:

CALIFORNIA MULTIPLE AWARD SCHEDULES (CMAS) GENERAL PROVISIONS - INFORMATION TECHNOLOGY

- (i) completed Deliverables,
 - (ii) partially completed Deliverables, and,
 - (iii) subject to provisions of sub-section e) below, Manufacturing Materials related to the terminated portion of this Contract. Nothing in this sub-section d) will be construed to grant the State rights to Deliverables that it would not have received had this Contract been fully performed. Upon direction of the Buyer, the Contractor shall also protect and preserve property in its possession in which the State has an interest.
- e) The State shall pay Contract price for completed Deliverables delivered and accepted and items the State requires the Contractor to transfer under section (d) above. Unless the Statement of Work calls for different procedures or requires no-charge delivery of materials, the Contractor and Buyer shall attempt to agree on the amount of payment for Manufacturing Materials and other materials delivered and accepted by the State for the protection and preservation of the property; provided that where the Contractor has billed the State for any such materials, no additional charge will apply. Failure to agree will constitute a dispute under the Disputes clause. The State may withhold from these amounts any sum it determines to be necessary to protect the State against loss because of outstanding liens or claims of former lien holders.
- f) If, after termination, it is determined by a final decision that the Contractor was not in default, the rights and obligations of the parties shall be the same as if the termination had been issued for the convenience of the State.
- g) Both parties, State and Contractor, upon any termination for default, have a duty to mitigate the damages suffered by it.
- h) The rights and remedies of the State in this clause are in addition to any other rights and remedies provided by law or under this Contract, and are subject to the clause titled "Limitation of Liability."

- 24. FORCE MAJEURE:** Except for defaults of subcontractors at any tier, the Contractor shall not be liable for any excess costs if the failure to perform the Contract arises from causes beyond the control and without the fault or negligence of the Contractor. Examples of such causes include, but are not limited to:
- a) Acts of God or of the public enemy, and
 - b) Acts of the federal or State government in either its sovereign or contractual capacity.

If the failure to perform is caused by the default of a subcontractor at any tier, and if the cause of the default is beyond the control of both the Contractor and subcontractor, and without the fault or negligence of either, the Contractor shall not be liable for any excess costs for failure to perform.

25. RIGHTS AND REMEDIES OF STATE FOR DEFAULT:

- a) In the event any Deliverables furnished or services provided by the Contractor in the performance of the Contract should fail to conform to the requirements herein, or to the sample submitted by the Contractor, the State may reject the same, and it shall become the duty of the Contractor to reclaim and remove the item promptly or to correct the performance of services, without expense to the State, and immediately replace all such rejected items with others conforming to the Contract.
- b) In addition to any other rights and remedies the State may have, the State may require the Contractor, at Contractor's expense, to ship Deliverables via air freight or expedited routing to avoid or minimize actual or potential delay if the delay is the fault of the Contractor.
- c) In the event of the termination of the Contract, either in whole or in part, by reason of default or breach by the Contractor, any loss or damage sustained by the State in procuring any items which the Contractor agreed to supply shall be borne and paid for by the Contractor (but subject to the clause entitled "Limitation of Liability").
- d) The State reserves the right to offset the reasonable cost of all damages caused to the State against any outstanding invoices or amounts owed to Contractor or to make a claim against the Contractor therefore.

26. LIMITATION OF LIABILITY:

- a) Except as may be otherwise approved by the Department of General Services Deputy Director, Procurement Division or their designee, Contractor's liability for damages to the State for any cause whatsoever, and regardless of the form of action, whether in Contract or in tort, shall be limited to the Purchase Price. For purposes of this sub-section a), "Purchase Price" will mean the aggregate Contract price; except that, with respect to a Contract under which multiple purchase orders will be issued (e.g., a Master Agreement or Multiple Award Schedule Contract), "Purchase Price" will mean the total price of the purchase order for the Deliverable(s) or service(s) that gave rise to the loss, such that Contractor will have a separate limitation of liability for each purchase order.
- b) The foregoing limitation of liability shall not apply (i) to any liability under the General Provisions entitled "Compliance with Statutes and Regulations"; (ii) to liability under the General Provisions entitled "Patent, Copyright, and Trade Secret Indemnity" or to any other liability (including without limitation indemnification obligations) for infringement of third party intellectual property rights; (iii) to claims arising under provisions herein calling for indemnification for third party claims against the State for death, bodily injury to persons or damage to real or tangible personal property caused by

CALIFORNIA MULTIPLE AWARD SCHEDULES (CMAS) GENERAL PROVISIONS - INFORMATION TECHNOLOGY

Contractor's negligence or willful misconduct; or (iv) to costs or attorney's fees that the State becomes entitled to recover as a prevailing party in any action.

- c) The State's liability for damages for any cause whatsoever, and regardless of the form of action, whether in Contract or in tort, shall be limited to the Purchase Price, as that term is defined in subsection a) above. Nothing herein shall be construed to waive or limit the State's sovereign immunity or any other immunity from suit provided by law.
- d) In no event will either the Contractor or the State be liable for consequential, incidental, indirect, special, or punitive damages, even if notification has been given as to the possibility of such damages, except (i) to the extent that Contractor's liability for such damages is specifically set forth in the Statement of Work or (ii) to the extent that Contractor's liability for such damages arises out of sub-section b)(i), b)(ii), or b)(iv) above.

27. CONTRACTOR'S LIABILITY FOR INJURY TO PERSONS OR DAMAGE TO PROPERTY:

- a) The Contractor shall be liable for damages arising out of injury to the person and/or damage to the property of the State, employees of the State, persons designated by the State for training, or any other person(s) other than agents or employees of the Contractor, designated by the State for any purpose, prior to, during, or subsequent to delivery, installation, acceptance, and use of the Deliverables either at the Contractor's site or at the State's place of business, provided that the injury or damage was caused by the fault or negligence of the Contractor.
- b) The Contractor shall not be liable for damages arising out of or caused by an alteration or an Attachment not made or installed by the Contractor, or for damage to alterations or Attachments that may result from the normal operation and maintenance of the Deliverables provided by the Contractor during the Contract.

28. INDEMNIFICATION: The Contractor agrees to indemnify, defend and save harmless the State, its officers, agents and employees from any and all third party claims, costs (including without limitation reasonable attorneys' fees), and losses due to the injury or death of any individual, or the loss or damage to any real or tangible personal property, resulting from the willful misconduct or negligent acts or omissions of the Contractor or any of its affiliates, agents, subcontractors, employees, suppliers, or laborers furnishing or supplying work, services, materials, or supplies in connection with the performance of this Contract. Such defense and payment will be conditional upon the following:

- a) The State will notify the Contractor of any such claim in writing and tender the defense thereof within a reasonable time; and

- b) The Contractor will have sole control of the defense of any action on such claim and all negotiations for its settlement or compromise; provided that (i) when substantial principles of government or public law are involved, when litigation might create precedent affecting future State operations or liability, or when involvement of the State is otherwise mandated by law, the State may participate in such action at its own expense with respect to attorneys' fees and costs (but not liability); (ii) where a settlement would impose liability on the State, affect principles of California government or public law, or impact the authority of the State, the Department of General Services will have the right to approve or disapprove any settlement or compromise, which approval will not unreasonably be withheld or delayed; and (iii) the State will reasonably cooperate in the defense and in any related settlement negotiations.

29. **INVOICES:** Unless otherwise specified, invoices shall be sent to the address set forth herein. Invoices shall be submitted in triplicate and shall include the Contract number; release order number (if applicable); item number; unit price, extended item price and invoice total amount. State sales tax and/or use tax shall be itemized separately and added to each invoice as applicable.

30. **REQUIRED PAYMENT DATE:** Payment will be made in accordance with the provisions of the California Prompt Payment Act, Government Code Section 927 et. seq. Unless expressly exempted by statute, the Act requires State agencies to pay properly submitted, undisputed invoices not more than 45 days after (i) the date of acceptance of Deliverables or performance of services; or (ii) receipt of an undisputed invoice, whichever is later.

31. **TAXES:** Unless otherwise required by law, the State of California is exempt from Federal excise taxes. The State will only pay for any State or local sales or use taxes on the services rendered or Goods supplied to the State pursuant to this Contract.

32. **NEWLY MANUFACTURED GOODS:** All Goods furnished under this Contract shall be newly manufactured Goods or certified as new and warranted as new by the manufacturer; used or reconditioned Goods are prohibited, unless otherwise specified.

33. **CONTRACT MODIFICATION:** No amendment or variation of the terms of this Contract shall be valid unless made in writing, signed by the parties and approved as required. No oral understanding or agreement not incorporated in the Contract is binding on any of the parties.

34. **CONFIDENTIALITY OF DATA:** All financial, statistical, personal, technical and other data and information relating to

CALIFORNIA MULTIPLE AWARD SCHEDULES (CMAS) GENERAL PROVISIONS - INFORMATION TECHNOLOGY

the State's operation which are designated confidential by the State and made available to the Contractor in order to carry out this Contract, or which become available to the Contractor in carrying out this Contract, shall be protected by the Contractor from unauthorized use and disclosure through the observance of the same or more effective procedural requirements as are applicable to the State. The identification of all such confidential data and information as well as the State's procedural requirements for protection of such data and information from unauthorized use and disclosure shall be provided by the State in writing to the Contractor. If the methods and procedures employed by the Contractor for the protection of the Contractor's data and information are deemed by the State to be adequate for the protection of the State's confidential information, such methods and procedures may be used, with the written consent of the State, to carry out the intent of this paragraph. The Contractor shall not be required under the provisions of this paragraph to keep confidential any data or information which is or becomes publicly available, is already rightfully in the Contractor's possession without obligation of confidentiality, is independently developed by the Contractor outside the scope of this Contract, or is rightfully obtained from third parties.

35. NEWS RELEASES: Unless otherwise exempted, news releases, endorsements, advertising, and social media content pertaining to this Contract shall not be made without prior written approval of the Department of General Services.

36. DOCUMENTATION

- a) The Contractor agrees to provide to the State, at no charge, all Documentation as described within the Statement of Work, and updated versions thereof, which are necessary or useful to the State in its use of the Equipment or Software provided hereunder. The Contractor agrees to provide additional Documentation at prices not in excess of charges made by the Contractor to its other customers for similar Documentation.
- b) If the Contractor is unable to perform maintenance or the State desires to perform its own maintenance on Equipment purchased under this Contract then upon written notice by the State the Contractor will provide at Contractor's then current rates and fees adequate and reasonable assistance including relevant Documentation to allow the State to maintain the Equipment based on Contractor's methodology. The Contractor agrees that the State may reproduce such Documentation for its own use in maintaining the Equipment. If the Contractor is unable to perform maintenance, the Contractor agrees to license any other Contractor that the State may have hired to maintain the Equipment to use the above noted Documentation. The State agrees to include the

Contractor's copyright notice on any such Documentation reproduced, in accordance with copyright instructions to be provided by the Contractor.

37. RIGHTS IN WORK PRODUCT:

- a) All inventions, discoveries, intellectual property, technical communications and records originated or prepared by the Contractor pursuant to this Contract including papers, reports, charts, computer programs, and other Documentation or improvements thereto, and including Contractor's administrative communications and records relating to this Contract (collectively, the "Work Product"), shall be Contractor's exclusive property. The provisions of this sub-section a) may be revised in a Statement of Work.
- b) Software and other materials developed or otherwise obtained by or for Contractor or its affiliates independently of this Contract or applicable purchase order ("Pre-Existing Materials") do not constitute Work Product. If the Contractor creates derivative works of Pre-Existing Materials, the elements of such derivative works created pursuant to this Contract constitute Work Product, but other elements do not. Nothing in this Section 37 will be construed to interfere with Contractor's or its affiliates' ownership of Pre-Existing Materials.
- c) The State will have Government Purpose Rights to the Work Product as Deliverable or delivered to the State hereunder. "Government Purpose Rights" are the unlimited, irrevocable, worldwide, perpetual, royalty-free, non-exclusive rights and licenses to use, modify, reproduce, perform, release, display, create derivative works from, and disclose the Work Product. "Government Purpose Rights" also include the right to release or disclose the Work Product outside the State for any State government purpose and to authorize recipients to use, modify, reproduce, perform, release, display, create derivative works from, and disclose the Work Product for any State government purpose. Such recipients of the Work Product may include, without limitation, State Contractors, California local governments, the U.S. federal government, and the State and local governments of other states. "Government Purpose Rights" do not include any rights to use, modify, reproduce, perform, release, display, create derivative works from, or disclose the Work Product for any commercial purpose.
- d) The ideas, concepts, know-how, or techniques relating to data processing, developed during the course of this Contract by the Contractor or jointly by the Contractor and the State may be used by either party without obligation of notice or accounting.
- e) This Contract shall not preclude the Contractor from developing materials outside this Contract that are

CALIFORNIA MULTIPLE AWARD SCHEDULES (CMAS) GENERAL PROVISIONS - INFORMATION TECHNOLOGY

competitive, irrespective of their similarity to materials which might be delivered to the State pursuant to this Contract.

38. SOFTWARE LICENSE: Unless otherwise specified in the Statement of Work, the Contractor hereby grants to the State and the State accepts from the Contractor, subject to the terms and conditions of this Contract, a perpetual, irrevocable, royalty-free, non-exclusive, license to use the Software Products in this Contract (hereinafter referred to as "Software Products").

- a) The State may use the Software Products in the conduct of its own business, and any division thereof
- b) The license granted above authorized the State to use the Software Products in machine-readable form on the Computer System located at the site(s) specified in the Statement of Work. Said Computer System and its associated units (collectively referred to as CPU) are as designated in the Statement of Work. If the designated CPU is inoperative due to malfunction, the license herein granted shall be temporarily extended to authorize the State to use the Software Products, in machine-readable form, on any other State CPU until the designated CPU is returned to operation.
- c) By prior written notice, the State may redesignate the CPU in which the Software Products are to be used provided that the redesignated CPU is substantially similar in size and scale at no additional cost. The redesignation shall not be limited to the original site and will be effective upon the date specified in the notice of redesignation.
- d) Acceptance of Commercial Software (including third party Software) and Custom Software will be governed by the terms and conditions of this Contract.

39. PROTECTION OF PROPRIETARY SOFTWARE AND OTHER PROPRIETARY DATA: The State agrees that all material appropriately marked or identified in writing as proprietary, and furnished hereunder are provided for State's exclusive use for the purposes of this Contract only. All such proprietary data shall remain the property of the Contractor. The State agrees to take all reasonable steps to insure that such proprietary data are not disclosed to others, without prior written consent of the Contractor, subject to the California Public Records Act. The State will insure, prior to disposing of any media, that any licensed materials contained thereon have been erased or otherwise destroyed. The State agrees that it will take appropriate action by instruction, agreement or otherwise with its employees or other persons permitted access to licensed software and other proprietary data to satisfy its obligations under this Contract with respect to use, copying, modification, protection and security of proprietary software and other proprietary data.

40. RIGHT TO COPY OR MODIFY:

- a) Any Software Product provided by the Contractor in machine-readable form may be copied, in whole or in part, in printed or machine-readable form for use by the State with the designated CPU, to perform one-time benchmark tests, for archival or emergency restart purposes, to replace a worn copy, to understand the contents of such machine-readable material, or to modify the Software Product as provided below; provided, however, that no more than the number of printed copies and machine-readable copies as specified in the Statement of Work will be in existence under this Contract at any time without prior consent of the Contractor. Such consent shall not be unreasonably withheld by the Contractor. The original, and any copies of the Software Product, in whole or in part, which are made hereunder shall be the property of the Contractor.
- b) The State may modify any non-personal computer Software Product, in machine-readable form, for its own use and merge it into other program material. Any portion of the Software Product included in any merged program material shall be used only on the designated CPUs and shall be subject to the terms and conditions of the Contract.

41. FUTURE RELEASES: Unless otherwise specifically provided in the Contract, or the Statement of Work, if improved versions, e.g., patches, bug fixes, updates or releases, of any Software Product are developed by the contractor, and are made available to other licensees, they will be made available to the State at no additional cost only if such are made available to other licensees at no additional cost. If the Contractor offers new versions or upgrades to the Software Product, they shall be made available to the State at the State's option at a price not greater than the Contract price plus a price increase proportionate to the increase from the list price of the original version to that of the new version, if any. If the Software Product has no list price, such price increase will be proportionate to the increase in average price from the original to the new version, if any, as estimated by the Contractor in good faith.

42. ENCRYPTION/CPU ID AUTHORIZATION CODES:

- a) When Encryption/CPU Identification (ID) authorization codes are required to operate the Software Products, the Contractor will provide all codes to the State with delivery of the Software.
- b) In case of an inoperative CPI, the Contractor will provide a temporary encryption/CPU ID authorization code to the State for use on a temporarily authorized CPU until the designated CPU is returned to operation.
- c) When changes in designated CPUs occur, the State will notify the Contractor via telephone and/or facsimile/e-mail of such change. Upon receipt of such notice, the Contractor will issue via telephone and/or facsimile/e-

CALIFORNIA MULTIPLE AWARD SCHEDULES (CMAS) GENERAL PROVISIONS - INFORMATION TECHNOLOGY

mail to the State within 24 hours, a temporary encryption ID authorization code for use on the newly designated CPU until such time as permanent code is assigned.

43. PATENT, COPYRIGHT AND TRADE SECRET INDEMNITY:

- a) Contractor will indemnify, defend, and save harmless the State, its officers, agents, and employees, from any and all third party claims, costs (including without limitation reasonable attorneys' fees), and losses for infringement or violation of any U.S. Intellectual Property Right by any product or service provided hereunder. With respect to claims arising from computer Hardware or Software manufactured by a third party and sold by Contractor as a reseller, Contractor will pass through to the State such indemnity rights as it receives from such third party ("Third Party Obligation") and will cooperate in enforcing them; provided that if the third party manufacturer fails to honor the Third Party Obligation, Contractor will provide the State with indemnity protection equal to that called for by the Third Party Obligation, but in no event greater than that called for in the first sentence of this Section. The provisions of the preceding sentence apply only to third party computer Hardware or Software sold as a distinct unit and accepted by the State.

Unless a Third Party Obligation provides otherwise, the defense and payment obligations set forth in this Section will be conditional upon the following:

- i) The State will notify the Contractor of any such claim in writing and tender the defense thereof within a reasonable time; and
 - ii) The Contractor will have sole control of the defense of any action on such claim and all negotiations for its settlement or compromise; provided that (a) when substantial principles of government or public law are involved, when litigation might create precedent affecting future State operations or liability, or when involvement of the State is otherwise mandated by law, the State may participate in such action at its own expense with respect to attorneys' fees and costs (but not liability); (b) where a settlement would impose liability on the State, affect principles of California government or public law, or impact the authority of the State, the Department of General Services will have the right to approve or disapprove any settlement or compromise, which approval will not unreasonably be withheld or delayed; and (c) the State will reasonably cooperate in the defense and in any related settlement negotiations.
- b) Should the Deliverables, or the operation thereof, become, or in the Contractor's opinion are likely to become, the subject of a claim of infringement or violation of a U.S. Intellectual Property Right, the State shall permit the Contractor at its option and expense either to procure for the State the right to continue using

the Deliverables, or to replace or modify the same so that they become non-infringing. If none of these options can reasonably be taken, or if the use of such Deliverables by the State shall be prevented by injunction, the Contractor agrees to take back such Deliverables and make every reasonable effort to assist the State in procuring substitute Deliverables. If, in the sole opinion of the State, the return of such infringing Deliverables makes the retention of other Deliverables acquired from the Contractor under this Contract impractical, the State shall then have the option of terminating such Contracts, or applicable portions thereof, without penalty or termination charge. The Contractor agrees to take back such Deliverables and refund any sums the State has paid Contractor less any reasonable amount for use or damage.

- c) The Contractor shall have no liability to the State under any provision of this clause with respect to any claim of patent, copyright or trade secret infringement which is based upon:
- (i) The combination or utilization of Deliverables furnished hereunder with Equipment, Software or devices not made or furnished by the Contractor; or,
 - (ii) The operation of Equipment furnished by the Contractor under the control of any Operating Software other than, or in addition to, the current version of Contractor-supplied Operating Software; or
 - (iii) The modification initiated by the State, or a third party at the State's direction, of any Deliverable furnished hereunder; or
 - (iv) The combination or utilization of Software furnished hereunder with non-Contractor supplied Software.
- d) The Contractor certifies that it has appropriate systems and controls in place to ensure that State funds will not be used in the performance of this Contract for the acquisition, operation or maintenance of computer Software in violation of copyright laws.

44. DISPUTES:

- a) The parties shall deal in good faith and attempt to resolve potential disputes informally. If the dispute persists, the Contractor shall submit to the Department Director or designee a written demand for a final decision regarding the disposition of any dispute between the parties arising under, related to or involving this Contract. Contractor's written demand shall be fully supported by factual information, and if such demand involves a cost adjustment to the Contract, Contractor shall include with the demand a written statement signed by an authorized person indicating that the demand is made in good faith, that the supporting data are accurate and complete and that the amount requested accurately

CALIFORNIA MULTIPLE AWARD SCHEDULES (CMAS) GENERAL PROVISIONS - INFORMATION TECHNOLOGY

reflects the Contract adjustment for which Contractor believes the State is liable. The contracting Department Director or designee shall have 30 days after receipt of Contractor's written demand invoking this Section "Disputes" to render a written decision. If a written decision is not rendered within 30 days after receipt of contractor's demand, it shall be deemed a decision adverse to the Contractor's contention. If the Contractor is not satisfied with the decision of the Department Director or designee, the Contractor may appeal the decision, in writing, within 15 days of its issuance (or the expiration of the 30 day period in the event no decision is rendered by the contracting department), to the Department of General Services, Deputy Director, Procurement Division, who shall have 45 days to render a final decision. If the Contractor does not appeal the decision of the contracting Department Director or designee, the decision shall be conclusive and binding regarding the dispute and the Contractor shall be barred from commencing an action in court, or with the Victims Compensation Government Claims Board, for failure to exhaust Contractor's administrative remedies.

- b) Pending the final resolution of any dispute arising under, related to or involving this Contract, Contractor agrees to diligently proceed with the performance of this Contract, including the delivery of Goods or providing of services in accordance with the State's instructions regarding this Contract. Contractor's failure to diligently proceed in accordance with the State's instructions regarding this Contract shall be considered a material breach of this Contract.
- c) Any final decision of the State shall be expressly identified as such, shall be in writing, and shall be signed by the Deputy Director, Procurement Division if an appeal was made. If the Deputy Director, Procurement Division fails to render a final decision within 45 days after receipt of Contractor's demand, it shall be deemed a final decision adverse to Contractor's contentions. The State's final decision shall be conclusive and binding regarding the dispute unless Contractor commences an action in a court of competent jurisdiction to contest such decision within 90 days following the date of the final decision or one (1) year following the accrual of the cause of action, whichever is later.
- d) For disputes involving purchases made by the Department of General Services, Procurement Division, the Contractor shall submit to the Department Director or designee a written demand for a final decision, which shall be fully supported in the manner described in the subsection a above. The Department Director or designee shall have 30 days to render a final decision. If a final decision is not rendered within 30 days after receipt of the Contractor's demand, it shall be deemed a final decision adverse to the Contractor's contention.

The final decision shall be conclusive and binding regarding the dispute unless the Contractor commences an action in a court of competent jurisdiction to contest such decision within 90 days following the date of the final decision or one (1) year following the accrual of the cause of action, whichever is later. The dates of decision and appeal in this section may be modified by mutual consent, as applicable, excepting the time to commence an action in a court of competent jurisdiction.

45. STOP WORK:

- a) The State may, at any time, by written Stop Work Order to the Contractor, require the Contractor to stop all, or any part, of the work called for by this Contract for a period up to 45 days after the Stop Work Order is delivered to the Contractor, and for any further period to which the parties may agree. The Stop Work Order shall be specifically identified as such and shall indicate it is issued under this clause. Upon receipt of the Stop Work Order, the Contractor shall immediately comply with its terms and take all reasonable steps to minimize the incurrence of costs allocable to the work covered by the Stop Work Order during the period of work stoppage. Within a period of 45 days after a Stop Work Order is delivered to the Contractor, or within any extension of that period to which the parties shall have agreed, the State shall either:
 - (i) Cancel the Stop Work Order; or
 - (ii) Terminate the work covered by the Stop Work Order as provided for in the termination for default or the termination for convenience clause of this Contract.
- b) If a Stop Work Order issued under this clause is canceled or the period of the Stop Work Order or any extension thereof expires, the Contractor shall resume work. The State shall make an equitable adjustment in the delivery schedule, the Contract price, or both, and the Contract shall be modified, in writing, accordingly, if:
 - (i) The Stop Work Order results in an increase in the time required for, or in the Contractor's cost properly allocable to the performance of any part of this Contract; and
 - (ii) The Contractor asserts its right to an equitable adjustment within 60 days after the end of the period of work stoppage; provided, that if the State decides the facts justify the action, the State may receive and act upon a proposal submitted at any time before final payment under this Contract.
- c) If a Stop Work Order is not canceled and the work covered by the Stop Work Order is terminated in accordance with the provision entitled Termination for the Convenience of the State, the State shall allow reasonable costs resulting from the Stop Work Order in arriving at the termination settlement.

CALIFORNIA MULTIPLE AWARD SCHEDULES (CMAS) GENERAL PROVISIONS - INFORMATION TECHNOLOGY

- d) The State shall not be liable to the Contractor for loss of profits because of a Stop Work Order issued under this clause.
- 46. EXAMINATION AND AUDIT:** Contractor agrees that the State, or its designated representative shall have the right to review and copy any records and supporting documentation pertaining to performance of this Contract. The Contractor agrees to maintain such records for possible audit for a minimum of three (3) years after final payment, unless a longer period of records retention is stipulated. The Contractor agrees to allow the auditor(s) access to such records during normal business hours and in such a manner so as to not interfere unreasonably with normal business activities and to allow interviews of any employees or others who might reasonably have information related to such records. Further, Contractor agrees to include a similar right of the State to audit records and interview staff in any subcontract related to performance of this Contract. The State shall provide reasonable advance written notice of such audit(s) to the Contractor.
- 47. FOLLOW-ON CONTRACTS:**
- a) If the Contractor or its affiliates provides Technical Consulting and Direction (as defined below), the Contractor and its affiliates:
- (i) will not be awarded a subsequent Contract to supply the service or system, or any significant component thereof, that is used for or in connection with any subject of such Technical Consulting and Direction; and
 - (ii) will not act as consultant to any person or entity that does receive a Contract described in subsection (i). This prohibition will continue for one (1) year after termination of this Contract or completion of the Technical Consulting and Direction, whichever comes later.
- b) "Technical Consulting and Direction" means services for which the Contractor received compensation from the State and includes:
- (i) development of or assistance in the development of work statements, specifications, solicitations, or feasibility studies;
 - (ii) development or design of test requirements;
 - (iii) evaluation of test data;
 - (iv) direction of or evaluation of another Contractor;
 - (v) provision of formal recommendations regarding the acquisition of Information Technology products or services; or
 - (vi) provisions of formal recommendations regarding any of the above. For purposes of this Section, "affiliates" are employees, directors, partners, joint venture participants, parent corporations, subsidiaries, or any other entity controlled by, controlling, or under common control with the Contractor. Control exists when an entity owns or directs more than fifty percent (50%) of the outstanding shares or securities representing the right to vote for the election of directors or other managing authority.
- c) To the extent permissible by law, the Director of the Department of General Services, or designee, may waive the restrictions set forth in this Section by written notice to the Contractor if the Director determines their application would not be in the State's best interest. Except as prohibited by law, the restrictions of this Section will not apply:
- (i) to follow-on advice given by vendors of commercial off-the-shelf products, including Software and Hardware, on the operation, integration, repair, or maintenance of such products after sale; or
 - (ii) where the State has entered into a master agreement for Software or services and the scope of work at the time of Contract execution expressly calls for future recommendations among the Contractor's own products.
- d) The restrictions set forth in this Section are in addition to conflict of interest restrictions imposed on public Contractors by California law ("Conflict Laws"). In the event of any inconsistency, such Conflict Laws override the provisions of this Section, even if enacted after execution of this Contract.
- 48. PRIORITY HIRING CONSIDERATIONS:** If this Contract includes services in excess of \$200,000, the Contractor shall give priority consideration in filling vacancies in positions funded by the Contract to qualified recipients of aid under Welfare and Institutions Code Section 11200 in accordance with PCC Section 10353.
- 49. COVENANT AGAINST GRATUITIES:** The Contractor warrants that no gratuities (in the form of entertainment, gifts, or otherwise) were offered or given by the Contractor, or any agent or representative of the Contractor, to any officer or employee of the State with a view toward securing the Contract or securing favorable treatment with respect to any determinations concerning the performance of the Contract. For breach or violation of this warranty, the State shall have the right to terminate the Contract, either in whole or in part, and any loss or damage sustained by the State in procuring on the open market any items which Contractor agreed to supply shall be borne and paid for by the Contractor. The rights and remedies of the State provided in this clause shall not be exclusive and are in addition to any other rights and remedies provided by law or in equity.
- 50. NONDISCRIMINATION CLAUSE:**
- a) During the performance of this Contract, the Contractor and its subcontractors shall not unlawfully discriminate,

CALIFORNIA MULTIPLE AWARD SCHEDULES (CMAS) GENERAL PROVISIONS - INFORMATION TECHNOLOGY

harass or allow harassment, against any employee or applicant for employment because of sex, sexual orientation, race, color, ancestry, religious creed, national origin, disability (including HIV and AIDS), medical condition (cancer), age, marital status, and denial of family care leave. The Contractor and subcontractors shall insure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment. The Contractor and subcontractors shall comply with the provisions of the Fair Employment and Housing Act (Government Code, Section 12990 et seq.) and the applicable regulations promulgated thereunder (California Code of Regulations, Title 2, Section 7285.0 et seq.). The applicable regulations of the Fair Employment and Housing Commission implementing Government Code Section 12990 (a-f), set forth in Chapter 5 of Division 4 of Title 2 of the California Code of Regulations are incorporated into this Contract by reference and made a part hereof as if set forth in full. The Contractor 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.

- b) The Contractor shall include the nondiscrimination and compliance provisions of this clause in all subcontracts to perform work under the Contract.

51. NATIONAL LABOR RELATIONS BOARD CERTIFICATION:

The Contractor swears under penalty of perjury that no more than one final, unappealable finding of contempt of court by a federal court has been issued against the Contractor within the immediately preceding two-year period because of the Contractor's failure to comply with an order of the National Labor Relations Board. This provision is required by, and shall be construed in accordance with, PCC Section 10296.

52. ASSIGNMENT OF ANTITRUST ACTIONS: Pursuant to Government Code Sections 4552, 4553, and 4554, the following provisions are incorporated herein:

- a) In submitting an offer to the State, the supplier offers and agrees that if the offer is accepted, it will assign to the State all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. 15) or under the Cartwright Act (Chapter 2, commencing with Section 16700, of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of Goods, material or other items, or services by the supplier for sale to the State pursuant to the solicitation. Such assignment shall be made and become effective at the time the State tenders final payment to the supplier.
- b) If the State receives, either through judgment or settlement, a monetary recovery for a cause of action

assigned under this chapter, the assignor shall be entitled to receive reimbursement for actual legal costs incurred and may, upon demand, recover from the State any portion of the recovery, including treble damages, attributable to overcharges that were paid by the assignor but were not paid by the State as part of the offer price, less the expenses incurred in obtaining that portion of the recovery.

- c) Upon demand in writing by the assignor, the assignee shall, within one year from such demand, reassign the cause of action assigned under this part if the assignor has been or may have been injured by the violation of law for which the cause of action arose and
 - (i) the assignee has not been injured thereby, or
 - (ii) the assignee declines to file a court action for the cause of action.

53. DRUG-FREE WORKPLACE CERTIFICATION: The Contractor certifies under penalty of perjury under the laws of the State of California that the Contractor 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 that unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited and specifying actions to be taken against employees for violations, as required by Government Code Section 8355(a).
- b) Establish a Drug-Free Awareness Program as required by Government Code Section 8355(b) to inform employees about all of the following:
 - (i) the dangers of drug abuse in the workplace;
 - (ii) the person's or organization's policy of maintaining a drug-free workplace;
 - (iii) any available counseling, rehabilitation and employee assistance programs; and,
 - (iv) penalties that may be imposed upon employees for drug abuse violations.
- c) Provide, as required by Government Code Section 8355(c), that every employee who works on the proposed or resulting Contract:
 - (i) will receive a copy of the company's drug-free policy statement; and,
 - (ii) will agree to abide by the terms of the company's statement as a condition of employment on the Contract.

54. FOUR-DIGIT DATE COMPLIANCE: Contractor warrants that it will provide only Four-Digit Date Compliant (as defined below) Deliverables and/or services to the State. "Four Digit Date Compliant" Deliverables and services can accurately process, calculate, compare, and sequence date data, including without limitation date data arising out of or relating

CALIFORNIA MULTIPLE AWARD SCHEDULES (CMAS) GENERAL PROVISIONS - INFORMATION TECHNOLOGY

to leap years and changes in centuries. This warranty and representation is subject to the warranty terms and conditions of this Contract and does not limit the generality of warranty obligations set forth elsewhere herein.

55. SWEATFREE CODE OF CONDUCT:

- a) Contractor declares under penalty of perjury that no equipment, materials, or supplies furnished to the State pursuant to the Contract have been produced in whole or in part by sweatshop labor, forced labor, convict labor, indentured labor under penal sanction, abusive forms of child labor or exploitation of children in sweatshop labor, or with the benefit of sweatshop labor, forced labor, convict labor, indentured labor under penal sanction, abusive forms of child labor or exploitation of children in sweatshop labor. Contractor further declares under penalty of perjury that they adhere to the Sweatfree Code of Conduct as set forth on the California Department of Industrial Relations website located at www.dir.ca.gov, and Public Contract Code Section 6108.
- b) Contractor agrees to cooperate fully in providing reasonable access to its records, documents, agents or employees, or premises if reasonably required by authorized officials of the State, the Department of Industrial Relations, or the Department of Justice to determine Contractor's compliance with the requirements under paragraph (a).

56. RECYCLED CONTENT REQUIREMENTS: The Contractor shall certify in writing under penalty of perjury, the minimum, if not exact, percentage of postconsumer material as defined in the Public Contract Code (PCC) Section 12200-12209, in products, materials, goods, or supplies offered or sold to the State that fall under any of the statutory categories regardless of whether the product meets the requirements of Section 12209. The certification shall be provided by the contractor, even if the product or good contains no postconsumer recycled material, and even if the postconsumer content is unknown. With respect to printer or duplication cartridges that comply with the requirements of Section 12156(e), the certification required by this subdivision shall specify that the cartridges so comply (PCC 12205 (b)(2)). A state agency contracting officer may waive the certification requirements if the percentage of postconsumer material in the products, materials, goods, or supplies can be verified in a written advertisement, including, but not limited to, a product label, a catalog, or a manufacturer or vendor Internet web site. Contractors are to use, to the maximum extent economically feasible in the performance of the contract work, recycled content products (PCC 12203(d)).

57. CHILD SUPPORT COMPLIANCE ACT: For any Contract in excess of \$100,000, the Contractor acknowledges in accordance with PCC Section 7110, that:

- a) The Contractor recognizes the importance of child and family support obligations and shall fully comply with all applicable State and federal laws relating to child and family support enforcement, including, but not limited to, disclosure of information and compliance with earnings assignment orders, as provided in Chapter 8 (commencing with Section 5200) of Part 5 of Division 9 of the Family Code; and
- b) The Contractor, to the best of its knowledge is fully complying with the earnings assignment orders of all employees and is providing the names of all new employees to the New Hire Registry maintained by the California Employment Development Department.

58. AMERICAN WITH DISABILITIES ACT: The Contractor assures the State that the Contractor complies with the Americans with Disabilities Act of 1990 (42 U.S.C. 12101 et seq.).

59. ELECTRONIC WASTE RECYCLING ACT OF 2003: The Contractor certifies that it complies with the applicable requirements of the Electronic Waste Recycling Act of 2003, Chapter 8.5, Part 3 of Division 30, commencing with Section 42460 of the Public Resources Code. The Contractor shall maintain documentation and provide reasonable access to its records and documents that evidence compliance.

60. USE TAX COLLECTION: In accordance with PCC Section 10295.1, the Contractor certifies that it complies with the requirements of Section 7101 of the Revenue and Taxation Code. Contractor further certifies that it will immediately advise the State of any change in its retailer's seller's permit or certification of registration or applicable affiliate's seller's permit or certificate of registration as described in subdivision (a) of PCC Section 10295.1.

61. EXPATRIATE CORPORATIONS: Contractor hereby declares that it is not an expatriate corporation or subsidiary of an expatriate corporation within the meaning of PCC Sections 10286 and 10286.1, and is eligible to Contract with the State.

62. DOMESTIC PARTNERS: For Contracts over \$100,000 executed or amended after January 1, 2007, the Contractor certifies that the Contractor is in compliance with Public Contract Code Section 10295.3.

63. SMALL BUSINESS PARTICIPATION AND DVBE PARTICIPATION REPORTING REQUIREMENTS:

- a) If for this Contract the Contractor made a commitment to achieve small business participation, then Contractor must within 60 days of receiving final payment under this Contract (or within such other time period as may be specified elsewhere in this Contract) report to the

CALIFORNIA MULTIPLE AWARD SCHEDULES (CMAS) GENERAL PROVISIONS - INFORMATION TECHNOLOGY

awarding department the actual percentage of small business participation that was achieved. (Govt. Code § 14841.)

- b) If for this Contract Contractor made a commitment to achieve disabled veteran business enterprise (DVBE) participation, then Contractor must within 60 days of receiving final payment under this Contract (or within such other time period as may be specified elsewhere in this Contract) certify in a report to the awarding department: (1) the total amount the prime Contractor received under the Contract; (2) the name and address of the DVBE(s) that participated in the performance of the Contract; (3) the amount each DVBE received from the prime Contractor; (4) that all payments under the Contract have been made to the DVBE; and (5) the actual percentage of DVBE participation that was achieved. A person or entity that knowingly provides false information shall be subject to a civil penalty for each violation. (Mil. & Vets. Code § 999.5(d); Govt. Code § 14841.)

64. **LOSS LEADER:** It is unlawful for any person engaged in business within this state to sell or use any article or product as a "loss leader" as defined in Section 17030 of the Business and Professions Code. (PCC 12104.5(b).)

ADDITIONAL CMAS TERMS AND CONDITIONS

65. CMAS -- CONTRACTOR'S LICENSE REQUIREMENTS:

Contracts that include installation or the wording "Furnish and Install" require at the time of Contract award that Contractors possess a valid California State Contractor's License. If sub-Contractors are used, they must also possess a valid California State Contractor's License. All businesses which construct or alter any building, highway, road, parking facility, railroad, excavation, or other structure in California must be licensed by the California State License Board (CSLB) if the total cost (labor and materials) of the project is \$500.00 or more. Failure to be licensed or to keep the license current and in good standing shall be grounds for Contract revocation.

66. CMAS -- PUBLIC WORKS REQUIREMENTS (LABOR/INSTALLATION):

- a) Prior to the commencement of performance, the Contractor must obtain and provide to the State, a payment bond, on Standard Form 807, when the Contract involves a public works expenditure (labor/installation costs) in excess of \$5,000. Such bond shall be in a sum not less than one hundred percent (100%) of the Contract price.
- b) In accordance with the provisions of Section 1773 of the California Labor Code, the Contractor shall, conform and stipulates to the general prevailing rate of wages, including employer benefits as defined in Section 1773.1

of the California Labor Code, applicable to the classes of labor to be used for public works such as at the delivery site for the assembly and installation of the equipment or materials under the purchase order. Pursuant to Section 1770 of the California Labor Code, the Department of Industrial Relations has ascertained the general prevailing rate of wages in the county in which the work is to be done, to be as listed in the booklet entitled General Prevailing Wage Rates. The booklet is compiled monthly and copies of the same are available from the Department of Industrial Relations, Prevailing Wage Unit at www.dir.ca.gov (select Statistics & Research) or (415) 703-4774. The booklet is required to be posted at the job site.

- c) The Contractor hereby certifies by signing this Contract that:

- i) Contractor has met or will comply with the standards of affirmative compliance with the Non-Discrimination Clause Requirements included herein;
- ii) Contractor is aware of the provisions of Section 3700 of the Labor Code that require every employer to be insured against liability for workmen's compensation or to undertake self-insurance in accordance with the provisions of that Code, and Contractor will comply with such provisions before commencing the performance of the work of the purchase order.

- d) Laws to be Observed

- i) Labor

Pursuant to Section 1775 of the California Labor Code the Contractor shall, as a penalty to the State or Political subdivision on whose behalf the purchase order is made or awarded, forfeit not more than fifty (\$50.00) for each calendar day, or portions thereof, for each worker paid by him or subcontractor under him, less than the prevailing wage so stipulated; and in addition, the Contractor further agrees to pay to each workman the difference between the actual amount paid for each calendar day, or portions thereof, and the stipulated prevailing wage rate for the same. This provision shall not apply to properly indentured apprentices.

Pursuant to Sections 1810-1815 of the California Labor Code, inclusive, it is further agreed that the maximum hours a worker is to be employed is limited to eight hours a day and forty hours a week and the Contractor shall forfeit, as a penalty to the State, twenty-five (\$25) for each worker employed in the execution of the purchase order for each calendar day during which a workman is required or permitted to labor more than eight hours in any calendar day or more than forty hours in any calendar week, in

CALIFORNIA MULTIPLE AWARD SCHEDULES (CMAS) GENERAL PROVISIONS - INFORMATION TECHNOLOGY

violation of California Labor Code Sections 1810-1815, inclusive.

ii) **Worker's Compensation Insurance**

The Contractor will be required to secure the payment of compensation to its employees in accordance with the provisions of Labor Code Section 3700.

iii) **Travel and Subsistence Payments**

Travel and subsistence payments shall be paid to each worker needed to execute the work, as such travel and subsistence payments are defined in the applicable collective bargaining agreements filed in accordance with Labor Code Section 1773.8.

iv) **Apprentices**

Special attention is directed to Sections 1777.5, 1777.6, and 1777.7 of the California Labor Code and Title 8, California Administrative Code Section 200 et seq. Each Contractor and/or subcontractor must, prior to commencement of the public works Contract/purchase order, contact the Division of Apprenticeship Standards, 525 Golden Gate Avenue, San Francisco, CA, or one of its branch offices to insure compliance and complete understanding of the law regarding apprentices and specifically the required ratio thereunder. Responsibility for compliance with this section lies with the prime Contractor.

v) **Payroll**

The Contractor shall keep an accurate payroll record showing the name, social security account, and work classification specific and straight time and overtime hours worked by each employee. A certified copy of the employee's payroll record shall be available for inspection as specified in Section 1776 of the California Labor Code.

67. CMAS -- TERMINATION OF CMAS CONTRACT:

- a) The State may terminate this CMAS Contract at any time upon 30 days prior written notice.
- b) If the Contractor's GSA Multiple Award Schedule is terminated within the term of the CMAS Contract, the CMAS Contract shall also be considered terminated on the same date.
- c) Prior to the expiration of this CMAS Contract, this Contract may be terminated for the convenience of both parties by mutual consent.
- d) This provision shall not relieve the Contractor of the obligation to perform under any purchase order or other similar ordering document executed prior to the termination becoming effective.

68. CMAS -- CONTRACT AMOUNT: There is no guarantee of minimum purchase of Contractor's products or services by the State.

69. CMAS -- Debarment Certification (Federally Funded Contracts): When Federal funds are being expended, the prospective recipient of Federal assistance funds is required to certify to the Buyer, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

70. CMAS -- PURCHASE ORDERS FUNDED IN WHOLE OR PART BY THE FEDERAL GOVERNMENT: All Contracts (including individual orders), except for State construction projects, which are funded in whole or in part by the federal government may be canceled with 30 day notice, and are subject to the following:

- a) It is mutually understood between the parties that this Contract (order) may have been written before ascertaining the availability of congressional appropriation of funds, for the mutual benefit of both parties, in order to avoid program and fiscal delays which would occur if the Contract (order) were executed after that determination was made.
- b) This Contract (order) is valid and enforceable only if sufficient funds are made available to the State by the United States Government for the fiscal year during which the order was generated for the purposes of this program. In addition, this Contract (order) is subject to any additional restrictions, limitations, or conditions enacted by the Congress or any statute enacted by the Congress that may affect the provisions, terms or funding of this Contract (order) in any manner.
- c) It is mutually agreed that if the Congress does not appropriate sufficient funds for the program, this Contract (order) shall be amended to reflect any reduction in funds. The department has the option to void the Contract (order) under the 30-day cancellation clause or to amend the Contract to reflect any reduction of funds.

71. CMAS -- CONFLICT OF INTEREST:

- a) Current State Employees (Public Contract Code Section 10410):
 - i) No officer or employee shall engage in any employment, activity or enterprise from which the officer or employee receives compensation or has a financial interest and which is sponsored or funded by any State agency, unless the employment, activity or enterprise is required as a condition of regular State employment.
 - ii) No officer or employee shall Contract on his or her own behalf as an independent Contractor with any State agency to provide Goods or services.
- b) Former State Employees (Public Contract Code Section 10411):
 - i) For the two-year period from the date he or she left State employment, no former State officer or

CALIFORNIA MULTIPLE AWARD SCHEDULES (CMAS) GENERAL PROVISIONS - INFORMATION TECHNOLOGY

employee may enter into a Contract in which he or she engaged in any of the negotiations, transactions, planning, arrangements or any part of the decision-making process relevant to the Contract while employed in any capacity by any State agency.

- ii) For the twelve-month period from the date he or she left State employment, no former State officer or employee may enter into a Contract with any State agency if he or she was employed by that State agency in a policy-making position in the same general subject area as the proposed Contract within the twelve-month period prior to his or her leaving State service.

72. CMAS -- SUBCONTRACTING REQUIREMENTS:

Any subcontractor that the CMAS supplier chooses to use in fulfilling the requirements of this Contract (order), and which is expected to receive more than ten (10) percent of value of the Contract/purchase order, must also meet all Contractual, administrative, and technical requirements of the Contract (order), as applicable.

73. CMAS -- RENTAL AGREEMENTS:

The State does not agree to:

- Indemnify a Contractor;
- Assume responsibility for matters beyond its control;
- Agree to make payments in advance;
- Accept any other provision creating a contingent liability against the State; or
- Agree to obtain insurance to protect the Contractor.

The State's responsibility for repairs and liability for damage or loss is restricted to that made necessary by or resulting from the negligent act or omission of the State or its officers, employees, or agents.

If the Contractor maintains the equipment, the Contractor must keep the equipment in good working order and make all necessary repairs and adjustments without qualification. The State may terminate for default or cease paying rent should the Contractor fail to maintain the equipment properly.

Personal property taxes are not generally reimbursed when leasing equipment (SAM 8736).

- 74. **CMAS -- LEASE (Lease \$Mart™):** If an agency desires to lease through Lease \$Mart™, the Contractor agrees to sell to lessor the assets at the same price as they agree to sell to the State.

- 75. **CMAS -- PROGRESS PAYMENTS & RISK ASSESSMENT:** In accordance with PCC 12112 agencies are required to withhold not less than 10 percent of the Contract price until final delivery and acceptance of the Goods or services, for any Contract that provides for progress payments in a

Contract for IT Goods or services to be manufactured or performed by a Contractor especially for the State and not suitable for sale to others in the ordinary course of the Contractor's business.

Interim Risk Assessment guidelines and financial protection measures are detailed in PCC 12112 for agencies to use to determine their applicability to agency projects.

- 76. **CMAS -- QUARTERLY REPORTS:** Contractors are required to submit quarterly business activity reports, as specified in this Contract, even when there is no activity. A separate report is required for each Contract, as differentiated by alpha suffix.

- 77. **CMAS -- CONTRACTOR EVALUATION:** In accordance with PCC 10367 and 10369, performance of the Contractor under orders issued against this Contract will be evaluated. The ordering agency shall complete a written evaluation, and if the Contractor did not satisfactorily perform the work specified, a copy of the evaluation will be sent to the DGS, Office of Legal Services.

CALIFORNIA MULTIPLE AWARD SCHEDULES (CMAS) STATE MODEL CLOUD COMPUTING SERVICES SPECIAL PROVISIONS (Software as a Service)

THESE SPECIAL PROVISIONS ARE ONLY TO BE USED FOR SOFTWARE AS A SERVICE (SaaS), AS DEFINED BELOW. THESE SPECIAL PROVISIONS ARE TO BE ATTACHED TO THE GENERAL PROVISIONS – INFORMATION TECHNOLOGY AND ACCOMPANIED BY, AT MINIMUM, A STATEMENT OF WORK (SOW) AND SERVICE LEVEL AGREEMENT (SLA). STATE AGENCIES MUST FIRST:

- A. CLASSIFY THEIR DATA PURSUANT TO THE CALIFORNIA STATE ADMINISTRATIVE MANUAL (SAM) 5305.5;
- B. CONSIDER THE FACTORS TO BE TAKEN INTO ACCOUNT WHEN SELECTING A PARTICULAR TECHNOLOGICAL APPROACH, IN ACCORDANCE WITH SAM 4981.1, 4983 AND 4983.1 AND THEN;
- C. MODIFY THESE SPECIAL PROVISIONS THROUGH THE SOW AND/OR SLA TO MEET THE NEEDS OF EACH ACQUISITION.

1. Definitions

- a) **"Cloud Software as a Service (SaaS)"** - The capability provided to the consumer is to use applications made available by the provider running on a cloud infrastructure. The applications are accessible from various client devices through a thin client interface such as a web browser (e.g., web-based email). The consumer does not manage or control the underlying cloud infrastructure including network, servers, operating systems, storage, or even individual application capabilities, with the possible exception of limited user-specific application configuration settings.
- b) **"Cloud Platform as a Service (PaaS)"** - The capability provided to the consumer is to deploy onto the cloud infrastructure consumer-created or acquired applications created using programming languages and tools supported by the provider. The consumer does not manage or control the underlying cloud infrastructure including network, servers, operating systems, or storage, but has control over the deployed applications and possibly application hosting environment configurations.
- c) **"Cloud Infrastructure as a Service (IaaS)"** - The capability provided to the consumer is to provision processing, storage, networks, and other fundamental computing resources where the consumer is able to deploy and run arbitrary software, which can include operating systems and applications. The consumer does not manage or control the underlying cloud infrastructure but has control over operating systems; storage, deployed applications, and possibly limited control of select networking components (e.g., host firewalls).
- d) **"Data"** - means any information, formulae, algorithms, or other content that the State, the State's employees, agents and end users upload, create or modify using the SaaS pursuant to this Contract. Data also includes user identification information and metadata which may contain Data or from which the State's Data may be ascertainable.
- e) **"Data Breach"** - means any access, destruction, loss, theft, use, modification or disclosure of Data by an unauthorized party or that is in violation of Contract terms and/or applicable state or federal law.
- f) **"Recovery Point Objective (RPO)"** - means the point in time to which Data can be recovered and/or systems restored when service is restored after an interruption. The Recovery Point Objective is expressed as a length of time between the interruption and the most proximate backup of Data immediately preceding the interruption. The RPO is detailed in the SLA.
- g) **"Recovery Time Objective (RTO)"** - means the period of time within which information technology services, systems, applications and functions must be recovered following an unplanned interruption. The RTO is detailed in the SLA.

2. Terms

SaaS AVAILABILITY: Unless otherwise stated in the Statement of Work,

- a) The SaaS shall be available twenty-four (24) hours per day, 365 days per year (excluding agreed-upon maintenance downtime).
- b) If SaaS monthly availability averages less than 99.9% (excluding agreed-upon maintenance downtime), the State shall be entitled to recover damages, apply credits or use other contractual remedies as set forth in the Statement of Work.
- c) If SaaS monthly availability averages less than 99.9% (excluding agreed-upon maintenance downtime), for three (3) or more months in a rolling twelve-month period, the State may terminate the contract for material breach in accordance with the Termination for Default provision in the General Provisions – Information Technology.
- d) Contractor shall provide advance written notice to the State in the manner set forth in the Statement of Work of any major upgrades or changes that will affect the SaaS availability.

3. **DATA AVAILABILITY:** Unless otherwise stated in the Statement of Work,

- a) The Data shall be available twenty-four (24) hours per day, 365 days per year (excluding agreed-upon maintenance downtime).
- b) If Data monthly availability averages less than 99.9% (excluding agreed-upon maintenance downtime), the State shall be entitled to recover damages, apply credits or use other contractual remedies as set forth in the Statement of Work if the State is unable to access the Data as a result of:
 - 1) Acts or omission of Contractor;
 - 2) Acts or omissions of third parties working on behalf of Contractor;

**CALIFORNIA MULTIPLE AWARD SCHEDULES (CMAS)
STATE MODEL
CLOUD COMPUTING SERVICES SPECIAL PROVISIONS
(Software as a Service)**

- 3) Network compromise, network intrusion, hacks, introduction of viruses, disabling devices, malware and other forms of attack that can disrupt access to Contractor's server, to the extent such attack would have been prevented by Contractor taking reasonable industry standard precautions;
 - 4) Power outages or other telecommunications or Internet failures, to the extent such outages were within Contractor's direct or express control.
- c) If Data monthly availability averages less than 99.9% (excluding agreed-upon maintenance downtime), for three (3) or more months in a rolling twelve-month period, the State may terminate the contract for material breach in accordance with the Termination for Default provision in the General Provisions – Information Technology.
- 4. SaaS and DATA SECURITY:**
- a) In addition to the Compliance with Statutes and Regulations provision set forth in the General Provisions – Information Technology, Contractor shall certify to the State:
- 1) The sufficiency of its security standards, tools, technologies and procedures in providing SaaS under this Contract;
 - 2) Compliance with the following:
 - i. The California Information Practices Act (Civil Code Sections 1798 et seq.);
 - ii. Security provisions of the California State Administrative Manual (Chapters 5100 and 5300) and the California Statewide Information Management Manual (Sections 58C, 58D, 66B, 5305A, 5310A and B, 5325A and B, 5330A, B and C, 5340A, B and C, 5360B);
 - iii. Undergo an annual Statement on Standards for Attestation Engagements (SSAE) No. 16 Service Organization Control (SOC) 2 Type II audit. Audit results and Contractor's plan to correct any negative findings shall be made available to the State upon request; and
 - iv. Privacy provisions of the Federal Privacy Act of 1974;
 - 3) Compliance with applicable industry standards and guidelines, including but not limited to relevant security provisions of the Payment Card Industry (PCI) Data Security Standard (PCIDSS) including the PCIDSS Cloud Computing Guidelines.
- b) Contractor shall implement and maintain all appropriate administrative, physical, technical and procedural safeguards in accordance with section a) above at all times during the term of this Contract to secure such Data from Data Breach, protect the Data and the SaaS from hacks, introduction of viruses, disabling devices, malware and other forms of malicious or inadvertent acts that can disrupt the State's access to its Data.
- c) Contractor shall allow the State reasonable access to SaaS security logs, latency statistics, and other related SaaS security data that affect this Contract and the State's Data, at no cost to the State.
- d) Contractor assumes responsibility for the security and confidentiality of the Data under its control.
- e) No Data shall be copied, modified, destroyed or deleted by Contractor other than for normal operation or maintenance of SaaS during the Contract period without prior written notice to and written approval by the State.
- f) Remote access to Data from outside the continental United States, including remote access to Data by authorized SaaS support staff in identified support centers, is prohibited unless approved in advance by the State Chief Information Security Officer.
- 5) ENCRYPTION:** Confidential, sensitive or personal information shall be encrypted in accordance with California State Administrative Manual 5350.1 and California Statewide Information Management Manual 5305-A.
- 6) DATA LOCATION:** Unless otherwise stated in the Statement of Work and approved in advance by the State Chief Information Security Officer, the physical location of Contractor's data center where the Data is stored shall be within the continental United States.
- 7) RIGHTS TO DATA:** The parties agree that as between them, all rights, including all intellectual property rights, in and to Data shall remain the exclusive property of the State, and Contractor has a limited, non-exclusive license to access and use the Data as provided to Contractor solely for performing its obligations under the Contract. Nothing herein shall be construed to confer any license or right to the Data, including user tracking and exception Data within the system, by implication, estoppel or otherwise, under copyright or other intellectual property rights, to any third party. Unauthorized use of Data by Contractor or third parties is prohibited. For the purposes of this requirement, the phrase "unauthorized use" means the data mining or processing of data, stored or transmitted by the service, for unrelated commercial purposes, advertising or advertising-related purposes, or for any other purpose other than security or service delivery analysis that is not explicitly authorized.

**CALIFORNIA MULTIPLE AWARD SCHEDULES (CMAS)
STATE MODEL
CLOUD COMPUTING SERVICES SPECIAL PROVISIONS
(Software as a Service)**

8) TRANSITION PERIOD:

- a) For ninety (90) days prior to the expiration date of this Contract, or upon notice of termination of this Contract, Contractor shall assist the State in extracting and/or transitioning all Data in the format determined by the State ("Transition Period").
- b) The Transition Period may be modified in the SOW or as agreed upon in writing by the parties in a contract amendment.
- c) During the Transition Period, SaaS and Data access shall continue to be made available to the State without alteration.
- d) Contractor agrees to compensate the State for damages or losses the State incurs as a result of Contractor's failure to comply with this section in accordance with the Limitation of Liability provision set forth in the General Provisions - Information Technology.
- e) Unless otherwise stated in the SOW, the Contractor shall permanently destroy or render inaccessible any portion of the Data in Contractor's and/or subcontractor's possession or control following the expiration of all obligations in this section. Within thirty (30) days, Contractor shall issue a written statement to the State confirming the destruction or inaccessibility of the State's Data.
- f) The State at its option, may purchase additional transition services as agreed upon in the SOW.

9) DATA BREACH: Unless otherwise stated in the Statement of Work,

- a) Upon discovery or reasonable belief of any Data Breach, Contractor shall notify the State by the fastest means available and also in writing, with additional notification provided to the Chief Information Security Officer or designee of the contracting agency. Contractor shall provide such notification within forty-eight (48) hours after Contractor reasonably believes there has been such a Data Breach. Contractor's notification shall identify:
 - 1) The nature of the Data Breach;
 - 2) The Data accessed, used or disclosed;
 - 3) The person(s) who accessed, used, disclosed and/or received Data (if known);
 - 4) What Contractor has done or will do to quarantine and mitigate the Data Breach; and
 - 5) What corrective action Contractor has taken or will take to prevent future Data Breaches.
- b) Contractor will provide daily updates, or more frequently if required by the State, regarding findings and actions performed by Contractor until the Data Breach has been effectively resolved to the State's satisfaction.
- c) Contractor shall quarantine the Data Breach, ensure secure access to Data, and repair SaaS as needed in accordance with the SLA. Failure to do so may result in the State exercising its options for assessing damages or other remedies under this Contract.
- d) Notwithstanding anything to the contrary in the General Provisions - Information Technology, in performing services under this Contract, and to the extent authorized by the State in the Statement of Work, Contractor may be permitted by the State to use systems, or may be granted access to the State systems, which store, transmit or process State owned, licensed or maintained computerized Data consisting of personal information, as defined by Civil Code Section 1798.29 (g). If the Contractor causes or knowingly experiences a breach of the security of such Data, Contractor shall immediately report any breach of security of such system to the State following discovery or notification of the breach in the security of such Data. The State's Chief Information Security Officer, or designee, shall determine whether notification to the individuals whose Data has been lost or breached is appropriate. If personal information of any resident of California was, or is reasonably believed to have been acquired by an unauthorized person as a result of a security breach of such system and Data that is not due to the fault of the State or any person or entity under the control of the State, Contractor shall bear any and all costs associated with the State's notification obligations and other obligations set forth in Civil Code Section 1798.29 (d) as well as the cost of credit monitoring, subject to the dollar limitation, if any, agreed to by the State and Contractor in the applicable Statement of Work. These costs may include, but are not limited to staff time, material costs, postage, media announcements, and other identifiable costs associated with the breach of the security of such personal information.
- e) Contractor shall conduct an investigation of the Data Breach and shall share the report of the investigation with the State. The State and/or its authorized agents shall have the right to lead (if required by law) or participate in the investigation. Contractor shall cooperate fully with the State, its agents and law enforcement.

10) DISASTER RECOVERY/BUSINESS CONTINUITY: Unless otherwise stated in the Statement of Work,

- a) In the event of disaster or catastrophic failure that results in significant Data loss or extended loss of access to Data, Contractor shall notify the State by the fastest means available and also in writing, with additional notification provided to the Chief Information Security Officer or designee of the contracting agency. Contractor shall provide such notification within twenty-four (24) hours after Contractor reasonably believes there has been such a disaster or catastrophic failure. In the notification, Contractor shall inform the State of:
 - 1) The scale and quantity of the Data loss;
 - 2) What Contractor has done or will do to recover the Data and mitigate any deleterious effect of the Data loss; and
 - 3) What corrective action Contractor has taken or will take to prevent future Data loss.
 - 4) If Contractor fails to respond immediately and remedy the failure, the State may exercise its options for assessing damages or other remedies under this Contract.

**CALIFORNIA MULTIPLE AWARD SCHEDULES (CMAS)
STATE MODEL
CLOUD COMPUTING SERVICES SPECIAL PROVISIONS
(Software as a Service)**

- b) Contractor shall restore continuity of SaaS, restore Data in accordance with the RPO and RTO as set forth in the SLA, restore accessibility of Data, and repair SaaS as needed to meet the performance requirements stated in the SLA. Failure to do so may result in the State exercising its options for assessing damages or other remedies under this Contract.
 - c) Contractor shall conduct an investigation of the disaster or catastrophic failure and shall share the report of the investigation with the State. The State and/or its authorized agents shall have the right to lead (if required by law) or participate in the investigation. Contractor shall cooperate fully with the State, its agents and law enforcement.
- 11) EXAMINATION AND AUDIT:** In addition to the Examination and Audit provision set forth in the General Provisions - Information Technology, unless otherwise stated in the Statement of Work:
- a) Upon advance written request, Contractor agrees that the State or its designated representative shall have access to Contractor's SaaS, operational documentation, records and databases, including online inspections, that relate to the SaaS purchased by the State.
 - b) The online inspection shall allow the State, its authorized agents, or a mutually acceptable third party to test that controls are in place and working as intended. Tests may include, but not be limited to, the following:
 - 1) Operating system/network vulnerability scans,
 - 2) Web application vulnerability scans,
 - 3) Database application vulnerability scans, and
 - 4) Any other scans to be performed by the State or representatives on behalf of the State.
 - c) After any significant Data loss or Data Breach or as a result of any disaster or catastrophic failure, Contractor will at its expense have an independent, industry-recognized, State-approved third party perform an information security audit. The audit results shall be shared with the State within seven (7) days of Contractor's receipt of such results. Upon Contractor receiving the results of the audit, Contractor will provide the State with written evidence of planned remediation within thirty (30) days and promptly modify its security measures in order to meet its obligations under this Contract.
- 12) DISCOVERY:** Contractor shall promptly notify the State upon receipt of any requests which in any way might reasonably require access to the Data of the State or the State's use of the SaaS. Contractor shall notify the State by the fastest means available and also in writing, with additional notification provided to the Chief Information Security Officer or designee of the contracting agency, unless prohibited by law from providing such notification. Contractor shall provide such notification within forty-eight (48) hours after Contractor receives the request. Contractor shall not respond to subpoenas, service of process, Public Records Act requests, and other legal requests directed at Contractor regarding this Contract without first notifying the State unless prohibited by law from providing such notification. Contractor agrees to provide its intended responses to the State with adequate time for the State to review, revise and, if necessary, seek a protective order in a court of competent jurisdiction. Contractor shall not respond to legal requests directed at the State unless authorized in writing to do so by the State.

ATTACHMENT B

Cost/Compensation

Everbridge Quotation

(see separate attachment)



500 N Brand Blvd, Suite 1000
Glendale, CA 91203 USA

tel: 888.366.4911
fax: 818.484.2299

www.everbridge.com

QUOTATION

Quote Number: 00020602

1 of 2

Prepared for: Tony Bernard
Orange County CA
333 W. Santa Ana Blvd.
Santa Ana, CA 92882

Quotation Date: December 30, 2015
Quote Expiration Date: June 30, 2016
Rep: Patrick Stuver
(818) 230-9724
patrick.stuver@everbridgemail.com

Contract Summary Information

Contract Period: 3 Years
Contract Optional Years: 2 Years

MN Contacts up to: 50,000
MN Households up to: 1,250,000

ANNUAL SUBSCRIPTION - See attached Product Inclusion Sheet/s for product details.

<u>Service</u>	<u>Fee Type</u>	<u>Qty</u>	<u>Unit Price</u>	<u>Total Price</u>
Everbridge IPAWS/WEA Notification	Recurring	1	\$23,400.00	\$5,000.00
Everbridge Mass Notification (MN) with Unlimited Domestic Minutes	Recurring	1	\$467,550.00	\$390,000.00
Incident Management - Incident Communications	Recurring	1	\$117,000.00	\$0.00

PREMIUM FEATURES / USAGE

<u>Service</u>	<u>Fee Type</u>	<u>Qty</u>	<u>Unit Price</u>	<u>Total Price</u>
Everbridge ContactBridge	Recurring	1	\$58,500.00	\$0.00
Everbridge Community Engagement	Recurring	1	\$78,000.00	\$50,000.00



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QUOTATION

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2 of 2

PROFESSIONAL SERVICES

<u>Service</u>	<u>Fee Type</u>	<u>Qty</u>	<u>Unit Price</u>	<u>Total Price</u>
Platinum Plus Package	Recurring	40	\$325.00	\$13,000.00
Premium Implementation	One-Time	1	\$8,000.00	\$8,000.00
Platinum Plus Package	One-Time	40	\$325.00	\$13,000.00

Pricing Summary:

Year One Fees*: \$479,000.00

One-time Implementation and Set Up Fees: \$0.00

Total Year One Fees: \$479,000.00

Subsequent Year(s) Ongoing Annual Recurring Fees: \$458,000.00

Optional Year(s) Ongoing Annual Recurring Fees: \$458,000.00

ATTACHMENT C
Everbridge Inclusion Sheet
(See separate attachment)

Everbridge Mass Notification

Everbridge Mass Notification allows users to send notifications to individuals or groups using lists, locations, and visual intelligence. Everbridge Mass Notification is supported by state-of-the-art security protocols, an elastic infrastructure, advanced mobility, interactive reporting and analytics, adaptive people and resource mapping to mirror your organization, and true enterprise class data management capabilities to provide a wide array of data management options. Below is a list of key system inclusions with your new Everbridge Mass Notification system.

Usage

- Unlimited Domestic Emergency Alerts and Testing Messages

- Unlimited Domestic Non-Emergency Alerts Messaging

*Usage above applies to notifications generated through the Everbridge Manager user interface. Automated notifications are subject to additional fees.

Core Platform Access

- Unlimited Administrators for web-based portal to initiate messages, reporting, and administration

- Unlimited Administrators for ContactBridge Application (iOS, Android) and Mobile Optimized Notification Site (for Blackberry, Windows 10, etc.)

- Two (2) Organization with unlimited nested static and dynamic groups

- Access to Everbridge Elastic Infrastructure for message delivery

- Custom branded community opt-in portal with custom fields and opt-in subscriptions

- Flexible role-based access controls to manage user permissions

- Access to Real-Time Dashboard, Notifications Library, Everbridge Universe, and Custom Reporting

Key Notification Features

- Integrated GIS/Map-based, rule-based, group-based, or individual contact selection

- Ability to send standard, polling, or on-the-fly 'One-Touch' Conference Call messages

- One-screen broadcast creation workflow to speed message creation and reduce human error

- Everbridge Network to access situational intelligence & notifications shared by other public and private groups

- Publish notifications directly to Websites and services that support API access via HTTPS using 'Web Posting'

- Contact filtering based on custom criteria

- Map-based drawing and selection tools and imported shape files (e.g. Google Maps, Bing Maps, ESRI)

- Automatic address geo-coding for contacts

- Organization specific customizable caller ID, greetings, and broadcast settings

- SMPP based SMS text messaging

- Multi-language Text to Speech Engine and Custom Voice Recording

- Real-time reporting for improved situational awareness and easier after action analysis

- 5 Live Operator Message Initiations per year

- Interactive Dashboard for Organizational Activity Summary

- Unlimited Notification Templates

- Self-service Single Contact Record Adjustments

- Self-service Contact Import via CSV Upload

- Bulk Contact Management Automation via Secure FTP

Set-up, Implementation & Support

- Up to 10 total hours of a dedicated Implementation Specialist during a Standard Implementation

- Self Service Administrative Set-up, Configuration and Default Preferences

- Initial Member Data Upload and Test Broadcast Support

- Unlimited Access to Everbridge University classes

- 24x7 Customer Support (phone, web, email)

- Global Support/Operations Centers for Redundant Live Support

- Dedicated Account Manager

Everbridge Community Engagement (SLG)

The Community Engagement solution supports active and engaged communities with:

- **An Easy Opt-In System**
Gathering and managing emergency management opt-ins from residents can be difficult. Connecting and engaging with as many citizens as possible, however, allows community reach to be quickly expanded.
- **Keyword Opt-In:** Allow large groups of people to easily opt-in to a database by texting a keyword. Includes 5 keywords. Additional keywords may be purchased.
- **Resident Opt-in by Zip Code:** Residents can easily sign up for community alerts by texting their zip code to 888777
- **Foster a Two-Way Dialogue with Social Media Integration**
With the help of Community Engagement's social media integration, neighbors can share valuable information, suggest ways to collectively address safety concerns, plan public events and more.
- **Empower Residents to be Eyes and Ears of the Community**
Residents can be valuable resources for law enforcement. Through the use of Everbridge's Community Engagement solution, police and other local authorities empower residents to invest in their community through outreach, collaboration and shared leadership.
- **Enable Real-Time Alerts with Mobile App**
Everbridge's OneBridge Mobile App is a free smartphone application that allows residents to receive real-time alerts and safety information from agencies. The OneBridge Mobile App provides a two-way engagement between residents, local public safety organization and emergency management.

Access

- Unlimited Administrators, Dispatchers, and Group Managers for web-based portal to initiate and manage messages
- Unlimited Administrators, Dispatchers, and Group Managers for web-based portal to post messages to social media.

Usage

- Unlimited Web Messages
- Unlimited Facebook & Twitter Notifications

Key Features

Alerts	X
Advisory	X
Community	X
Unlimited Nixle SMS	X
Unlimited Email	X
Multiple Email Attachments	X
Web Publications	X
Social Media (Facebook & Twitter)	X



SYSTEM INCLUSION

Location Targeting: City/Town Name or Zip Code	X
Messaging templates	X
Email templates	X
Google Public Alerts	X
Multiple Admin & User Accounts	X
Social Media Reporting	X
SMS, Email, Delivery Stats	X
Provisioning Services including account & user setup	X

Set-up, Implementation, and Support

Self Service Administrative Set-up, Configuration and Default Preferences
Unlimited Access to Everbridge University
24x7 Customer Support (phone, web, email)
Global Support/Operations Centers
Dedicated Account Manager



Everbridge ContactBridge

Everbridge ContactBridge application allows users to aggregate mobile recipient feedback in a single communications place enabling decision makers to communicate efficiently with first responders, and their employees and constituents. Below is a list of key system inclusions with Everbridge ContactBridge Application.

Usage

Unlimited Outbound Notifications to Everbridge Mobile Recipient Application via ContactBridge Notifications
Unlimited Inbound Notifications from Everbridge Mobile Recipient Application

Access

Single Web interface console to display aggregated Information
Unlimited administrator access to the Everbridge System

Key Notification Features

Fully integrated with Everbridge Mass Notification
Custom threshold rules and settings for ContactBridge initiated messages

- Define messages and key recipients upon threshold trigger
- Visual and automated alerts when Threshold is reached

Receive and display images, comments and location information from contacts
Advanced Graphical Reporting including Geographic locations if available
Recipient ContactBridge Application for iOS and Android Devices

Set-up & Implementation

Access to a dedicated Implementation Specialist during a Standard Implementation
Self Service Administrative Set-up, Configuration and Default Preferences
Initial Member Creation and Test Notification Support
Unlimited Access to Everbridge University
24x7 Customer Support (phone, web, email)
Global Support/Operations Centers
Dedicated Account Manager

For a full product description, along with best practices and product details please see the Everbridge User Guide and Everbridge University.

Everbridge Incident Communications

Delays and errors in operational communications happen every day increasing recovery times, impacting revenue and increasing risk. Everbridge Incident Communications automates your notification procedures by allowing users to select pre-defined messages and processes to use for a specified incident and then determining the correct list of stakeholders and responders.

Access

- 1 (one) Incident Management Organization
- Unlimited Incident Administrator and User seats

Key Features

- Unlimited Incident Templates *
- Incident Templates supporting different messages & delivery settings based on notification phase (New, Update, Close)
- Multi-step workflow that prompts users to add required incident details
- Incident communication logging for all broadcast and confirmations
- Incident journal to capture additional details not included in incident communications
- Reporting of all incident communications details and responses in a PDF format
- Custom reports analyze incident communications effectiveness
- Communication broadcasts and confirmations include audit trails and timestamps
- Search across incidents using status, user, type and date
- Real-time incident dashboard for operators showing all open incidents

Set-up, Implementation, and Support

- Up to 10 total hours of a dedicated Implementation Specialist inclusive of Mass Notification Implementation
- Self Service Administrative Set-up, Configuration and Default Preferences
- Initial Member Data Upload and Test Broadcast Support
- Unlimited Access to Everbridge University classes
- 24x7 Customer Support (phone, web, email)
- Global Support/Operations Centers for Redundant Live Support
- Dedicated Account Manager

*** Messaging Minutes consumed by Telephone, SMS Text, Pager & Fax broadcast paths are not included**

For a full product description, along with best practices and product details please see the Everbridge User Guide and Everbridge University.



Implementation - Premium

Overview

The Premium Implementation is designed to provide clients a rapid ROI on their Everbridge investment by accelerating the onboarding process and delivering services and best practices for successful notification and interactive visibility of functional day-on-site event. The Premium Implementation package includes a dedicated implementation specialist to manage the onboarding process and an onsite Everbridge professional services consultant to provide strategic advice and training, tailored to your organization.

Time Frame

Service is delivered as a three-day (consecutive) event, including two days of implementation/best practices, and one day of training delivery. The entire implementation process including the onsite consultation and training is coordinated by a dedicated implementation specialist.

- + Access to an Implementation Specialist for up to 10 hours to deliver an Everbridge Orientation, gather requirements, establish an agenda for the onsite engagement, and close out activities after the onsite event.
- + Onsite events targeted to be completed with 4 weeks of lead time.
- + Additional implementation specialist or consultant hours are billable at \$250/hr.

Phil Luey, PreS NS yS pleS entatSnyReP3url eP

Pv Nlntyp3rtal

P Knowledgebase

Pv NverSrNgey nNerPly

P Up to 10 hours of an implementation
Ppel NlNPL

P Up to 24 hours of a Professional Services
N3nPultant

Key Milestones

ORIENTATION

This call will provide an orientation to NverSrNgeyS pleS entatSnyreP3url ePanuya revlel y3fypreparatSnynele ePParyxt3y 3nuul ty a Pul l ePPfulyS pleS entatSny

PLANNING AND DESIGN SERVICES

Consultant facilitates the development of a uepl3yS entypplan,yPyPteS yuePlygnyanuata S anageS entyPrategy

CONFIGURATION AND READINESS SERVICES

Hands on configuration of the system
Nl luuNgyuatayanuy 3ntenty3auNgy Plevel3p pr3graS yf3nyPyPteS yreaullePP

EDUCATION SERVICES

N3nPultantyuelNerPytranNgy laPPePyt3yuPerP customized by role and reflective of the specific configuration of the client.

Scope

A Premium Implementation will provide the following:

- +y An initial orientation call to introduce on-boarding resources, including the Everbridge Client Portal, knowledgebase articles library, Everbridge University. This call will also be used to develop the agenda for the 3U+level tNMe++
- +y 2 days of workshops, customized seminars, and hands on configuration of the Everbridge environment geared to accelerate system and organizational readiness.
- +y 1 day of customized training for administrators as well as end users.
- +y Documented guides, project plans, and best practices customized for each organization.

Key Milestones

ORIENTATION

The purpose of the orientation call is to prepare for the implementation process. The Everbridge specialist will provide an overview of the implementation process to key client stakeholders, introduce the stakeholders to the various implementation resources, provide a short, interactive demo and access to a live, working account preloaded with default templates and settings. Orientation calls will be held within 5 days of the completion of your order processing. The specialist will also provide a checklist of actions to be completed in order to kick-off the implementation process. The Call Agenda will include the following:

- +y Review 3S uUNat3Ug3al+/u+eyl a+e+
- +y Review 3S pleS eUtat3U,pr3l e++
- +y Review resources available to the client
- +y Develop agenda and success criteria for the onsite engagement
- +y Review the Getting Started checklist
- +y Implementation specialist will provide a demo of the product showing how to create a new user, how to create a contact, how to send a message using a pre-loaded test template. At the conclusion of the demo, the customer will be provided with their live, production account.

Time: 1.5-2 hours

ONSITE DAY 1 – PLANNING AND DESIGN

The Kick-off call will be held as soon as the actions on the Getting Started checklist are complete, but no later than 3 weeks after the Orientation Call. The agenda will include the following items:

- sy Conduct planning workshop to review project plans and functional requirements with key stakeholders
- sy Design the organization hierarchy to provide a structure that is optimized to support existing and potential requirements
- sy Lead seminar to define and implement access control structure optimized for each user role type and intended usage
- sy Develop a comprehensive contact data management strategy including a detailed review of data sources, field mappings, and synchronization.

Time: 1 hours

ONSITE DAY 2 – CONFIGURATION AND READINESS

The second day will be focused on configuration of the system, data loading, content development, and functional testing. Organization readiness plans will be reviewed and finalized. All activities will be facilitated by the consultant, but executed by client representatives to maximize knowledge transfer and skill development.

Activities include:

- sy Finalize configuration settings
- sy Develop data import strategy
- sy Implement notification templates and review broadcast library
- sy Execute initial contact data load and test update methodology
- sy Develop specific program scenarios for production in corporate system - conduct testing
- sy Implement initial reporting package
- sy Finalize training and organizational awareness plan
- sy Develop stakeholder presentation

Time: 1 hours

ONSITE DAY 3 – EDUCATION AND CLOSE OUT

To obtain the course information, please refer to the attached document for each course is attached):

Mass Notification Administrator Course – comprehensive system training targeted to users in the Organization or Account Administrator roles

Mass Notification Administrator Course

Mass Notification User Course – comprehensive system training targeted to users in the Organization or Account Administrator roles

Mass Notification User Course

The remaining activities to complete the implementation process will be completed at the close of the project.

Final Stakeholder Presentation - Keeping key stakeholders in the organization advised on the status of implementation and organizational readiness is critical to ongoing success with the system. This presentation can ensure continuous alignment and project governance.

Final Stakeholder Presentation

Project Close-Out Meeting - The meeting will provide a final opportunity for the client to review open tasks with the implementation specialist and complete a functional test of the system.

Project Close-Out Meeting

Everbridge University

Everbridge University On-Line Learning Modules

- Available 24/7 for customers and partners to learn and review
- Use Adobe flash videos with audio narrations
- Self-paced training that allows students to learn when they have time and at their own pace
- Just-in-time learning using small, focused content modules
- No travel or facilities required, the classroom is anywhere a learner has Internet access

Everbridge University On-Line Training

- Scheduled and delivered based on your needs
- Live-based courses for administrators and users
- Courses are taught by Everbridge instructors who are subject matter experts
- Live-based training content demonstration on your Everbridge portal with your features
- Live-based training for Everbridge Mass Notification Certification

ATTACHMENT D

Everbridge GSA Approved End User License Agreement

(See separate attachment)



GSA Approved End User License Agreement

This End User License Agreement (“**Agreement**”) is entered into by and between Everbridge, Inc. (“**Everbridge**”), and the client identified on the Quote (“**Customer**”), effective on the date of Customer’s signature on the Quote (“**Effective Date**”). Everbridge and Customer are each hereinafter sometimes referred to as a “**Party**” and collectively, the “**Parties**”.

1. SERVICE. Everbridge shall provide Customer access to its proprietary interactive communication service(s) (the “**Service(s)**”) subject to the terms and conditions set forth in this Agreement and the description of services and pricing provided in the applicable quote (the “**Quote**”). If applicable, Everbridge shall provide the training and professional services set forth in the Quote. Everbridge shall provide Customer with login and password information for each User (as defined below) and will configure the Service to contact the maximum number of households (each a “**Contact**”) set forth on the Quote.

2. PAYMENT TERMS. Customer shall pay the fees set forth in the Quote (“**Pricing**”). If Customer exceeds the usage levels specified in the Quote, then Everbridge may invoice Customer for any overages at the established rates. Everbridge shall invoice Customer annually in advance. All payments shall be made within thirty (30) days from receipt of invoice.

3. CUSTOMER RESPONSIBILITIES.

3.1 Users. If Customer has purchased Mass Notification, Customer shall in its discretion authorize certain of its employees and contractors to access that Service. If Customer has purchased Incident Management, Customer shall authorize only those employees or contractors who are Incident Operators (as defined on Exhibit A) or Incident Administrators (as defined on Exhibit A) to access that Service. Collectively, Customer’s employees and contractors who are authorized to access any Service as provided above are referred to as “**User(s)**”. Each User must be bound in writing to confidentiality obligations sufficient to permit Customer to fully perform its obligations under this Agreement. Customer shall undergo the initial setup and training as set forth in the Implementation – Standard inclusion sheet provided with the Quote. The Implementation sheet provides a detailed list of the services included as part of the implementation purchased and the corresponding timelines. If Customer fails to complete the Implementation process within the sixty (60) day timeframe, Customer must purchase any additional implementation services. Customer shall be responsible for: (i) ensuring that Users maintain the confidentiality of all User login and password information; (ii) ensuring that Users use the Service in accordance with all applicable laws and regulations, including those relating to use of personal information; (iii) any breach of the terms of this Agreement by any User; and (iv) all communications by Users using the Service. Customer shall promptly notify Everbridge if it becomes aware of any User action or omission that would constitute a breach or violation of this Agreement.

3.2 Customer Data. “**Customer Data**” is all electronic data transmitted to Everbridge in connection with the use of the Service, including data submitted by Contacts. Customer Data provided by Customer shall be true, accurate, current and complete, and shall be in a form and format

specified by Everbridge. Customer shall have sole responsibility for the accuracy, quality, integrity, legality, reliability, and appropriateness of all Customer Data. By purchasing the Service, Customer represents that it has the right to authorize and hereby does authorize Everbridge and its “**Service Providers**” to collect, store and process Customer Data subject to the terms of this Agreement. “**Service Providers**” shall mean communications carriers, data centers, collocation and hosting services providers, and content and data management providers that Everbridge uses in providing the Service. Customer shall maintain a copy of all Customer Contact data that it provides to Everbridge. Customer acknowledges that the Service is a passive conduit for the transmission of Customer Data and Everbridge shall have no liability for any errors or omissions or for any defamatory, libelous, offensive or otherwise objectionable or unlawful content in any Customer Data, or for any losses, damages, claims, suits or other actions arising out of or in connection with any Customer Data sent, accessed, posted or otherwise transmitted via the Service.

4. TERM. This Agreement will commence on the Effective Date and will continue in full force and effect until all executed Quotes have terminated.

5. TERMINATION; SUSPENSION.

5.1 Termination by Either Party. [Intentionally Deleted]

5.2 Termination by Everbridge. [Intentionally Deleted]

5.3 Suspension. Everbridge may suspend, with or without notice, the Service or any portion for (i) emergency network repairs, threats to, or actual breach of network security; or (ii) any legal, regulatory, or governmental prohibition affecting the Service. In the event of a suspension, Everbridge shall use its best efforts to notify Customer and reactivate any affected portion of the Service as soon as possible.

6. PROPRIETARY RIGHTS.

6.1 Grant of License. Everbridge hereby grants to Customer, during the term of this Agreement, a non-exclusive, non-transferable, non-sublicensable right to use the Service subject to the terms and conditions of this Agreement. Upon suspension of the Service or termination of this Agreement for any reason, the foregoing license shall terminate automatically and Customer shall discontinue all further use of the Service.

6.2 Restrictions. Customer shall use the Service solely for its internal business purposes and shall not make the Service available to, or use the Service for the benefit of, any third party except as expressly contemplated by this Agreement. Customer shall not: (i) copy, modify, reverse engineer, de-compile, disassemble or otherwise attempt to discover or replicate the computer source code and object code provided or used by Everbridge in connection with delivery of the Service (the “**Software**”) or create derivative works based on the Software, the Service or any portion thereof; (ii) merge any of the foregoing with any third party software or services; (iii) use any Everbridge Confidential Information to create a product that competes with the

Software; (iv) remove, obscure or alter any proprietary notices or labels on the Software or any portion of the Service; (v) create internet "links" to or from the Service, or "frame" or "mirror" any content forming part of the Service, other than on Customer's own intranets for its own internal business purposes; (vi) use, post, transmit or introduce any device, software or routine (including viruses, worms or other harmful code) which interferes or attempts to interfere with the operation of the Service; (vii) use the Service in violation of any applicable law or regulation; or (viii) access the Service for purposes of monitoring Service availability, performance or functionality, or for any other benchmarking or competitive purposes.

6.3 Reservation of Rights. Other than as expressly set forth in this Agreement, Everbridge grants to Customer no license or other rights in or to the Service, the Software or any other proprietary technology, material or information made available to Customer through the Service or otherwise in connection with this Agreement (collectively, the "**Everbridge Technology**"), and all such rights are hereby expressly reserved. Everbridge (or its licensors where applicable) owns all rights, title and interest in and to the Service, the Software and any Everbridge Technology, and all patent, copyright, trade secret and other intellectual property rights ("**IP Rights**") therein, as well as (i) all feedback and other information (except for the Customer Data) provided to Everbridge by Users, Customer and Contacts, and (ii) all transactional, performance, derivative data and metadata generated in connection with the Services.

7. CONFIDENTIAL INFORMATION.

7.1 Definition; Protection. As used herein, "**Confidential Information**" means all information of a Party ("**Disclosing Party**") disclosed to the other Party ("**Receiving Party**"), whether orally, in writing, or by inspection of tangible objects (including, without limitation, documents or prototypes), that is designated as confidential or that reasonably should be understood to be confidential given the nature of the information and the circumstances of disclosure. Confidential Information includes without limitation, any personally identifiable Customer Data, all Everbridge Technology, and either Party's business and marketing plans, technology and technical information, product designs, reports and business processes. Confidential Information shall not include any information that: (i) is or becomes generally known to the public without breach of any obligation owed to the Disclosing Party; (ii) was known to the Receiving Party prior to its disclosure by the Disclosing Party without breach of any obligation owed to the Disclosing Party; (iii) was independently developed by the Receiving Party without breach of any obligation owed to the Disclosing Party; or (iv) is received from a third party without breach of any obligation owed to the Disclosing Party. The Receiving Party shall not disclose or use any Confidential Information of the Disclosing Party for any purpose other than performance or enforcement of this Agreement without the Disclosing Party's prior written consent, unless (but only to the extent) otherwise required by a governmental authority. Each Party agrees to protect the Confidential Information of the other Party with the same level of care that it uses to protect its own confidential information, but in no event less than a reasonable level of care. Without limiting the foregoing, this Agreement and all terms hereof shall be Everbridge's Confidential Information.

8. WARRANTIES; DISCLAIMER.

8.1 Everbridge Warranty. Everbridge shall use commercially reasonable efforts to provide the Services herein contemplated. To the extent professional services are provided, Everbridge shall perform them in a professional manner consistent with industry standards.

8.2 Disclaimer. NEITHER EVERBRIDGE NOR ITS LICENSORS WARRANT THAT THE SERVICE WILL OPERATE ERROR FREE OR WITHOUT INTERRUPTION. WITHOUT LIMITING THE FOREGOING, IN NO EVENT SHALL EVERBRIDGE HAVE ANY LIABILITY TO CUSTOMER, USERS, CONTACTS OR ANY THIRD PARTY FOR PERSONAL INJURY (INCLUDING DEATH) OR PROPERTY DAMAGE ARISING FROM FAILURE OF THE SERVICE TO DELIVER AN ELECTRONIC COMMUNICATION, HOWEVER CAUSED AND UNDER ANY THEORY OF LIABILITY, EVEN IF EVERBRIDGE HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGE.

8.3 Customer Representations and Warranties. Customer represents and warrants that during use of the Service, Customer shall (i) clearly and conspicuously notify Contacts of the way in which their personal information shall be used, and (ii) have primary safety and emergency response procedures including, without limitation, notifying 911 or equivalent fire, police, emergency medical and public health officials (collectively, "**First Responders**"). Customer acknowledges and agrees that Everbridge is not a First Responder, and that the Service does not serve as a substitute for Customer's own emergency response plan, which in the event of an actual or potential imminent threat to person or property, shall include contacting a First Responder prior to using the Service. Customer represents and warrants that all notifications sent through the Service shall be sent by authorized Users, and that the collection, storage and processing of Customer Data, and the use of the Service, as provided in this Agreement, will at all times comply with (x) Customer's own policies regarding privacy and protection of personal information; and (y) all applicable laws and regulations, including those related to processing, storage, use, disclosure, security, protection and handling of Customer Data.

9. INDEMNIFICATION.

9.1 By Customer. [Intentionally Deleted]

9.2 By Everbridge. Everbridge shall indemnify and hold Customer harmless from and against any Claim against Customer, but only to the extent it is based on a Claim that the Service directly infringes an issued patent or other IP Right in a country in which the Service is actually provided to Customer. In the event Everbridge believes any Everbridge Technology is, or is likely to be the subject of an infringement claim, Everbridge shall have the option, at its own expense, to: (i) to procure for Customer the right to continue using the Service; (ii) replace same with a non-infringing service; (iii) modify such Service so that it becomes non-infringing; or (iv) refund any fees paid to Everbridge and terminate this Agreement without further liability. Everbridge shall have no liability for any Claim arising out of (w) Customer Data or other Customer supplied content, (x) use of the Service or Software in combination with other products, equipment, software or data not supplied by Everbridge, (y) any use, reproduction, or distribution of any release of the Service or Software other than the most current release made available to Customer, or (z) any modification of the Service or Software by any person other than Everbridge.

10. LIMITATION OF LIABILITY. Except for breaches of Section 6, neither Party shall have any liability to the other Party for any loss of use, interruption of business, lost profits, costs of substitute services, or for any other indirect, special, incidental, punitive, or consequential damages, however caused, under any theory of liability, and whether or not the Party has been advised of the possibility of such damage. Notwithstanding anything in this Agreement to the contrary, in no event shall Everbridge's aggregate liability, regardless of whether any action or claim is based on warranty, contract, tort, indemnification or otherwise, exceed amounts actually paid by Customer to Everbridge hereunder during the 12 month period prior to the event giving rise to such liability. Customer understands and agrees that these liability limits reflect the allocation of risk between the Parties and are essential elements of the basis of the bargain, the absence of which would require substantially different economic terms. This clause shall not impair the U.S. Government's right to recover for fraud or crimes arising out of or related to this Agreement under any federal fraud statute. Furthermore, this clause shall not impair nor prejudice the U.S. Government's right to express remedies provided in the schedule contract (i.e. Price Reductions, Patent Indemnification, Liability for Injury or Damage, Price Adjustment, Failure to Provide Accurate Information).

11. MISCELLANEOUS.

11.1 Non-Solicitation. As additional protection for Everbridge's proprietary information, for so long as this Agreement remains in effect, and for one year thereafter, Customer agrees that it shall not, directly or indirectly, solicit, hire or attempt to solicit any employees of Everbridge; provided, that a general solicitation to the public for employment is not prohibited under this section.

11.2 Force Majeure; Limitations. Everbridge shall not be responsible for performance under this Agreement to the extent precluded by circumstances beyond Everbridge's reasonable control, including without limitation acts of God, acts of government, flood, fire, earthquakes, civil unrest, acts of terror, labor problems, computer, telecommunications, Internet service provider or hosting facility failures, or delays involving hardware, software or power systems, and network intrusions or denial of service attacks. The Service delivers information for supported Contact paths to public and private networks and carriers, but cannot guarantee delivery of the information to the recipients. Final delivery of information to recipients is dependent on and is the responsibility of the designated public and private networks or carriers. Customer acknowledges and agrees that territories outside the U.S. and Canada may have territorial restrictions resulting from applicable law, telecommunications or internet infrastructure limitations, telecommunications or internet service provider policies, or communication device customizations that may inhibit or prevent the delivery of certain SMS, text or other notifications, or restrict the ability to place or receive certain calls such as outbound toll free calls. Everbridge shall have no liability to the extent such restrictions impede the Service.

11.3 Waiver; Severability. The failure of either Party hereto to enforce at any time any of the provisions or terms of this Agreement shall in no way be considered to be a waiver of such provisions. If any provision of this Agreement is found by

any court or other authority of competent jurisdiction to be invalid, illegal or unenforceable, that provision shall, to the extent required, be deemed deleted and the remaining provisions shall continue in full force and effect.

11.4 Assignment. Neither this Agreement nor any rights granted hereunder may be sold, leased, assigned (including an assignment by operation of law), or otherwise transferred, in whole or in part, by Customer, and any such attempted assignment shall be void and of no effect without the advance written consent of Everbridge, which shall not be unreasonably withheld.

11.5 Governing Law; Attorney's Fees. This Agreement shall be governed and construed in accordance with the federal laws of the United States of America.

11.6 Notices. Either party may give notice at any time by any of the following: letter delivered by (i) nationally recognized overnight delivery service; (ii) first class postage prepaid mail; or (iii) certified or registered mail, (certified and first class mail deemed given following 2 business days after mailing) to the other party at the address set forth on the Quote. Either Party may change its address by giving notice as provided herein.

11.7 No Third-Party Beneficiaries. There are no third-party beneficiaries to this Agreement.

11.8 Entire Agreement. [Intentionally Deleted]

11.9 Marketing. Everbridge shall obtain Customer's express written consent in order to reference Customer's name and logo as an Everbridge customer in Everbridge publications, its website, and other marketing materials.

11.10 Survival. Sections 2, 3.2, 5.2, 6, 7, 9-11 and the applicable provisions of Exhibit A shall survive the expiration or earlier termination of this Agreement.

11.11 Counterparts. This Agreement may be executed in one or more counterparts, all of which together shall constitute one original document. A facsimile transmission or copy of the original shall be as effective and enforceable as the original.

11.12 Export Compliant. Neither Party shall export, directly or indirectly, any technical data acquired from the other pursuant to this Agreement or any product utilizing any such data to any country for which the U.S. Government or any agency thereof at the time of export requires an export license or other governmental approval without first obtaining such license or approval.

11.13 Equal Employment Opportunity. Everbridge, Inc. is a government contractor and is subject to the requirements of Executive Order 11246, the Rehabilitation Assistance Act and VEVRAA. Pursuant to these requirements, the Equal Opportunity Clauses found at 41 Code of Federal Regulations sections 60-1.4(a) (1-7), sections 60-250.4(a-m), sections 60-300.5 (1-11) and sections 60-741.5 (a) (1-6) are incorporated herein by reference as though set forth at length, and made an express part of this Agreement.

Exhibit A

Additional Business Terms

The following additional business terms are incorporated by reference into the Agreement as applicable based on the particular products and services described in the Customer's Quote.

"Data Feed" means data content licensed by third parties to Everbridge and supplied to Customer through the Service (e.g., real time weather system information and warnings, and third party maps).

"Incident Administrator" means an individual who is authorized by Customer as an organizational administrator for the Incident Management Service.

"Incident Operator" means an individual who is authorized by Customer as an operator of the Incident Management Service.

"Premium Features" means the products and services listed on the Premium Feature List attached to the Quote.

1. **Data Feeds; Other Data.** Notwithstanding anything to the contrary in this Agreement, to the extent that Customer has purchased or accesses Data Feeds, the sole and exclusive remedy for any failure, defect, or inability to access such Data Feed shall be to terminate the Data Feed with no further payments due. No refunds shall be granted with respect to such Data Feed. In addition, to the extent Customer has purchased a feature that allows Customer to monitor, and utilize information and data from other sources not supplied by Everbridge directly (e.g., Twitter) (collectively **"Other Data"**), Everbridge disclaims any and all liability of any kind or nature resulting from any inaccuracies or failures with respect to all Other Data.
2. **Incident Management.** For Customers purchasing the Incident Management Service: (a) Customers may only designate the number of Incident Operators and Incident Administrators set forth on the Quote, and such individuals shall only have the access rights pursuant to such designation and role; (b) Incident Administrators shall have the ability to build incident templates, report on incidents, and launch incident notifications; (c) Incident Operators shall only have the ability to launch or manage incidents; and (d) Customer shall be provided the number of incident templates purchased pursuant to the Quote. If Customer exceeds the number of Incident Operators, Incident Administrators or incident templates purchased, Customer shall be charged the applicable fees then in effect for additional Incident Operators, Incident Administrators or incident templates, as applicable.



Orange County Operational Area

Countywide Public Mass Notification System Standard Operating Procedures

Effective: June 30, 2008

Revised: May 24, 2016

I. PURPOSE

The purpose of this document is to outline the Standard Operating Procedures for the use and administration of AlertOC, the Orange County Public Mass Notification System, hereinafter referred to as "System". This document will provide more specific step-by-step procedures and roles and responsibilities at the regional level including describing expectation of participants. Individual jurisdictions/agencies should create and maintain and **regional concepts**. The step-by step procedures for activation and use will be maintained in a separate document maintained by each jurisdiction/agency as a part of their emergency response plans for overall planning and response efforts. A copy of these procedures shall be maintained in PrepareOC.

This document does not supersede any policy and procedures outlines in the Memorandums of Understandings signed by participating agencies, but should be used to support the use of the Orange County Mass Notification System.

II. SYSTEM DESCRIPTION

The primary intent of the Countywide Public Mass Notification System is to disseminate early warning and time sensitive information to county businesses and residents during time of an emergency event. The Public Mass Notification System is only one component of the County of Orange Public Warning System. As deemed fit by local authorities, the System should be used in conjunction with the other public warning mechanisms including, but not limited to, route alerting, the Emergency Alert System, sirens, and press releases.

The Mass Notification System is available 24/7 and has been pre-loaded with Orange County landline phone numbers (including unlisted) and countywide geographic maps. Additionally, citizens have the option to provide additional contact information via self-registration portal www.alertoc.com with link access from county and all participating entity websites. Upon local authority decision to activate, the System will be used to send a message, describing the situation and recommended action the public should take, to affected businesses and households via telephone, e-mail and/or text.

The County of Orange, Orange County Sheriff's Department is the sponsor of the Countywide Public Mass Notification System initiative and will take appropriate measures to ensure that the System is in a state of operational readiness at all times. It is the responsibility of all participating Agencies to maximize citizen benefits from the System.

While the County's intent for implementing and maintaining the System is for "emergency" use, upon consent from local authorities, cities may optionally use the System to disseminate "government-related" non-emergency notifications to citizens and organization resources within its jurisdiction. See Section V. Authorized Use and Section VIII. Cost for policy guidelines relating to non-emergency use.



Orange County Operational Area

Countywide Public Mass Notification System Standard Operating Procedures

III. GOVERNANCE

The Orange County Sheriff's Department Emergency Management Division will manage the Mass Notification System as a countywide asset under the Policy and Guidance approved and recommended by the Orange County AlertOC Working Group., and agreed upon by each individual Agency when they opt into the system.

Use of the System by each Agency is contingent upon that Agency abiding by the contract with the mass notification vendor, and the protocols established by the Emergency Management Council and Operational Area Executive Board.

The System utilizes the 9-1-1 database to complete the notifications. The use of the 9-1-1 database is regulated by the California Public Utilities Code (CPUC) sections 2872 and 2891.1. The information contained in the 9-1-1 database is confidential and proprietary and shall not be disclosed or utilized except by authorized personnel for the purpose of emergency notifications. Any agency in violation of this regulation is subject to criminal charges as described in the CPUC.

The Orange County Sheriff's Department Emergency Management Division is responsible to ensure that the provisions of the contract are implemented properly. Authorized users must respect the integrity of the database, understand the privacy issues and fully comply with the policies and protocols outlined in this document. If violations of the MOU and this approved policy document are made by any individual or Agency, the Orange County Sheriff's Department reserves the right to disable that individual's or Agency's login(s).

IV. OVERVIEW OF GENERAL SYSTEM FEATURES

At minimum, the Orange County Sheriff's Department shall acquire and maintain a Public Mass Notification System capable of meeting the following requirements.

- A. Licensed for use throughout the County's entire region
- B. Capacity to send a 45 second message to 10,000 residents and businesses within 10 minutes
- C. Capacity to send messages via phone, e-mail and text
- D. Accessible via the public Internet
- E. Provides audit trail logging and reporting
- F. GIS map interface for geographic call list generation
- G. Citizen self-registration web portal (available in English, Spanish and Vietnamese)
- H. Interactive phone survey technology and reporting
- I. IVR based notification setup and execution
- J. Capable of identifying constituents preferred language and sending message in English, Spanish and Vietnamese



Orange County Operational Area

Countywide Public Mass Notification System Standard Operating Procedures

V. AUTHORIZED USE

The Mass Notification System is designed to be a countywide asset, available to all Agencies that have a dedicated public safety answering point (PSAP) and/or a resident population they are responsible for making protective action recommendations.

An Agency may participate in the countywide System at no charge when used for emergency purposes until June 2021.

Agencies authorized to join the system at no cost are limited to the incorporated cities in the Orange County Operational Area, County agencies and departments, the Municipal Water District of Orange County and Orange County Retail Water Agencies. Each participating Agency must sign a MOU and will maintain, at minimum, a Local Agency Administrator responsible for implementing and administering use of the System at the local level.

Cities

Cities wishing to participate may do so by having an authoritative representative sign the "Orange County Public Mass Notification System" MOU. Upon signing the agreement, the Agency will be provided a local administrator account, a vendor provided user manual and initial training. Throughout the term of the agreement, the Agency may use the System to send an unlimited number of emergency notifications to the public as well as an unlimited number of emergency and non-emergency inter-department messages. Each participating City shall develop and maintain written procedures to identify and address the Agency's specific use of the System within the scope of this policy guide.

County Users

Unincorporated areas of Orange County will have emergency messaging to the public launched by the Orange County Sheriff's Department. All other county agencies may have access to utilize the system for interdepartmental use. Each participating County agency shall develop and maintain written procedures to identify and address the Agency's specific use of the System within the scope of this policy guide and provide this guideline to the Orange County Sheriff's Department Emergency Management Division.

Water Retail Water Agencies

The Municipal Water District of Orange County and Orange County Retail Water Agencies wishing to participate may do so by having an authoritative representative sign the "Orange County Water Retail Agency Public Mass Notification System" MOU. Upon signing the agreement, the Agency will be provided a local administrator account, and the Orange County Sheriff's Department, Emergency Management Division in collaboration with the Municipal Water District of Orange County – Water Emergency response Organization of Orange County (WEROC) will provide a user manual and initial training. Throughout the term of the agreement, the Agency may use the System to send emergency notifications to the public by utilizing pre-established GIS shape files or the system's interactive map feature to identify their water users. Each participating agency shall develop and maintain written procedures to identify and address the Agency's specific use of the System within the scope of this policy guide.



Orange County Operational Area

Countywide Public Mass Notification System Standard Operating Procedures

Emergency Use

Use of the Mass Notification System for emergency activity contains two components: (1) the need to disseminate critical, safety-related information to individuals regarding emergency events occurring now, follow up information regarding the event and termination of the emergency event., and (2) communicating with safety-responder staff, volunteers and involved parties about the emergency event.

As a general rule, the System is to be used when the public is being asked to take some action (e.g. evacuate, prepare to evacuate, shelter in place, boil tap water before drinking, local assistance centers and other follow up information, reentry to an areas after evacuation orders have been lifted or termination of the emergency because the danger has passed).

Emergency Public Notifications are limited to:

1. Imminent or perceived threat to life or property
2. Disaster notifications
3. Evacuation notices
4. Public health emergencies
5. Public safety emergencies
6. Any notification to provide emergency information to a defined community

The following criteria should be utilized to assist with determining the need to issue an alert:

1. Severity. Is there a significant threat to public life and safety?
2. Public Protection. Is there a need for members of the public to take a protective action in order to reduce loss of life or substantial loss of property?
3. Warning. Will providing warning information assist members of the public in making the decision to take proper and prudent action?
4. Timing. Does the situation require immediate public knowledge in order to avoid adverse impact?
5. Geographical area. Is the situation limited to a defined geographical area? Is that area of a size that will allow for an effective use of the system, given the outgoing call capacity?
6. Are other means of disseminating the information inadequate to ensure proper and time delivery of the information?
7. Is the message being sent follow up information to an emergency event in progress?

If the answer to ALL of these questions is "Yes", then an activation of the Mass Notification System for emergency purposes may be warranted.

To assist with trigger points for potential message use topics refer to Attachment A

Emergency Responder Notifications are limited to:

1. Contacting first responders to advise of an emergency
2. Contacting first responders to report for duty due to an emergency
3. Contacting key staff regarding an emergency or crisis situation



Orange County Operational Area

Countywide Public Mass Notification System Standard Operating Procedures

4. Contacting agency employees/DSWs to report at a different time or location (or provide an update) due to an emergency
5. Exercises

Emergency considerations:

1. Notification shall clearly state situation is an emergency
2. Message length shall not exceed 60 seconds
3. It is highly recommended all messages are recorded using a real voice and not the computer transcriber.
4. It is highly recommended to provide a phone number or website where the public can obtain additional or updated information
5. An all clear notification should be sent when applicable

A. Inter-Department Communication

City and County Agencies may use the Mass Notification System for non-emergency inter-departmental business communication as needed, without cost. It is recommended that individual Agencies identify where this would add value to their operations and establish separate written protocols and procedures for this use.

B. Non-Emergency Public Use

No agency shall use the Mass Notification System for non-emergency public announcements unless a separate contract with the vendor is established. Non-emergency use shall be consistent and in compliance with the non-emergency guidelines included within. Any agency in violation of this term may have their use of the system suspended. Additionally, E 911 data is not allowed to be utilized for non emergency use according to the law California Public Utilities Code (CPUC) sections 2872 and 2891.1 and violators may be subject to criminal enforcement. Jurisdictions will be limited to utilizing the self-registering portal entry data only when launching non-emergency messages.

Agencies who contract to use the countywide System for non-emergency activity agree to give precedence to emergency notification call-outs by delaying or terminating non-emergency notification sessions if needed to increase emergency message success. The primary concern for point of failure in this situation is not the Mass Notification System, but the telephone port capacity of local phone providers responsible for delivering calls to residents. Cost associated with non-emergency public notifications is the responsibility of the local Agency, See section VIII.

Non-emergency **public** notification use is **prohibited** for any of the following purposes:

1. Any message of commercial nature
2. Any message of a political nature
3. Any non-official business (e.g. articles, retirement announcements, etc.)
4. To send a message to an E911 obtained data source; see Section III, Governance, for additional information relating to E911 data use restrictions



Orange County Operational Area

Countywide Public Mass Notification System Standard Operating Procedures

C. Confidentiality

Agencies shall be responsible for: (i) ensuring that users maintain the confidentiality of all user login and password information; (ii) ensuring that users use the service in accordance with all applicable laws and regulations, including those relating to use of personal information; (iii) any breach of the terms of this policy or the vendor agreement by any user; and (iv) all communications by users using the service. Agencies shall promptly notify the Orange County Sheriff's Department and the vendor if it becomes aware of any user action or omission that would constitute a breach or violation of this policy or the vendor agreement.

Through the "Memorandum of Understanding between the County of Orange and Participants for use of Countywide Mass Notification System," each agency is bound in writing to the confidentiality obligations sufficient to permit agencies to fully perform its obligations under this policy or the vendor agreement.

VI. AUTHORIZED SYSTEM USERS

A. Public Notifications

In general, use of the system in most cities is the responsibility of the local law enforcement agency. Since law is responsible to make alert, notification and evacuation orders. However, others may also be authorized to make notifications will be officials including , emergency management, fire and city manager departments.

County Administrator: The Orange County Sheriff's Department will act as the Countywide Public Mass Notification System County Administrator. County Administrator responsibilities are covered in section IX. System Administration and Operation.

County User: Orange County Sheriff's Department Emergency Communication Division (9-1-1 dispatch), Control One and Emergency Management Division personnel will be setup as "County" users. County Users will have permission to access and launch emergency notifications to all jurisdictions within Orange County consistent with County Operational Area public safety response guidelines. All other county agencies will have permission to execute inter department notifications.

The Orange County Emergency Operations Center, when activated will be responsible for all public notifications to unincorporated areas during an emergency. For day to day use of the system for public safety incidents including but not limited to hazmats, felony crimes with suspects still at large, the Orange County Sheriff's Department Commander will be responsible for execution of messages.

Local Agency Administrator: A minimum of one designated Local Agency Administrator will be required for each Agency participating in the countywide System. Local Agency Administrator responsibilities are covered in section IX. System Administration and Operation.

Local Agency User: Participating Agencies may have an unlimited number of Local Agency Users. Local Agency Users will have access to resident contact records within their jurisdiction as well as neighboring jurisdictions with an established MOU agreement. Local



Orange County Operational Area

Countywide Public Mass Notification System Standard Operating Procedures

Agency Users will be authorized and managed by the Local Agency Administrator and may have varied system permissions.

Any City jurisdiction who has contracted police services shall grant and provide access to their jurisdictions system in order to launch messages in a timely manner.

- Water agencies are identified as local users under the Orange County Sheriff's Department Emergency Management Division.

Inter-Department User: Inter-departmental users will have permission to inter-departmental contact information only and are authorized to use the system solely for inter-departmental communication including but limited to first responder or volunteer call-outs. Additional user for special contact groups including In House Special Services (IHSS), access and functional need cliental may be established with prior authorization from the Orange County Sheriff's Department to ensure no vendor contract violations are occurring.

VII. ACTIVATION OF THE SYSTEM

Each City Jurisdiction is responsible for launching messages to affected citizens and businesses within their jurisdiction. Determination of authority to request activation of the Mass Notification System rest with local officials, not with the County of Orange or the Orange County Sheriff's Department Emergency Management Division. Water agencies are responsible for launching messages to affected citizens and businesses as identified in their service district. The following is protocol to be followed when an emergency message is launched anywhere in Orange County.

A. Public Notifications

1. The County of Orange is authorized to use the System to send notifications of regional emergencies to any and all residents within the Operational Area (example: Countywide quarantine order for a health alert). Upon sending a countywide notification, Orange County Sheriff's Department Emergency Management Division will, as soon as possible, advise the appropriate local Agency that mass notifications have been sent by the County to residents of their cities. Pre-notification to emergency managers by email or WebEOC of this AlertOC activation before actual delivery of the message will occur if possible.
2. Other than regional emergency notifications, public notifications are the responsibility of the individual City/Local Government. In the event that the geographical location of an incident requires a message to be delivered to multiple jurisdictions, the responsible Agency will inform each individual Agency so that they can send the message to those affected within their own jurisdiction. Exception: Small unincorporated neighborhoods embedded within City limits will receive mass notification of local city emergency activity from City Officials. This does not include the unincorporated areas of Rossmoor, Midway City, Cowan Heights, Lemon Heights, all canyons, Coto de Caza and Trabuco Canyon areas. Any of the fore mentioned unincorporated areas by names, coordination will have to occur with the Orange County Sheriff's Department/Watch Commander when the EOC is not activated.
3. For a City wishing to send or receive messages to or from a neighboring Agency during time of a multi-jurisdictional incident, an MOU should be established between both parties that grants permission for the handling Agency to send emergency notification to residents



Orange County Operational Area

Countywide Public Mass Notification System Standard Operating Procedures

within the affected Agency. (Exception will be made for cities who have contracted law enforcement services. No MOU will be required and access SHALL be granted).

- a. In the event no MOU has been established, the local city agency will contact the Police Watch Commander who is the 24 hour warning point for all cities for approval and coordination.
4. Water agencies sending information to the public will do so only to pre-loaded GIS shape files containing their service areas. This procedure must occur due to the overlapping jurisdictional boundary areas. Water agencies will launch messages under the Orange County user account. Pre-notification to the Water Emergency Response of Orange County (WEROC) emergency manager, and impacted city emergency managers will occur prior to the launch of the message by email containing the AlertOC message before actual delivery of the message will occur.
 - a. The WEROC Emergency Manager is responsible to notify and provide the information to the OA/County Emergency Manager since the identification information will show the County of Orange as the initiator.
5. In the event a participating Agency is unable to send out an **emergency** message, the Orange County Control One Coordinated Communications Center is available to act on the local Agency's behalf. Agencies that do not have a current MOU with the County may also request Control One to send out an emergency message. Control One will not be available to send internal notifications. All rules and guidelines are applicable. It is still the responsibility of the local agency with the primary responsibility of the incident to receive approval for adjacent jurisdictions on multi jurisdictional events. Attachment B is the launch form containing all information required in order to launch a message. Authority to request mutual aid assistance from Control One must be requested by a Lieutenant or above (same protocols as requesting a Code Alex).
6. If the Operational Area EOC is activated, agencies may request to utilize the Orange County Information Hotline 714-628-7085 as the identification phone number for residents and businesses to call to obtain additional information. Agencies are requested to send a copy of the AlertOC script to the OA EOC before the message is launched, if possible.
7. Participating Agencies are authorized to develop pre-established notification lists and messages to meet their individual needs. These lists may include special populations (e.g. in-home care, schools, etc) or those susceptible to certain risks (e.g. homes within dam inundation zone). It is the responsibility of the participating Agency to create, maintain and update these lists.

B. Emergency Response and Inter-Department Notifications:

1. Each participating Agency is authorized to create employee/volunteer and department call lists and pre-recorded messages.
2. Any non-city agency wishing to create specialty groups which still contain public contact information (ex: special needs callouts) may do so with prior consent. However, any activation of information to any of these groups needs to be coordinated to ensure clear, concise and accurate information is being dispersed. During emergencies, messages will be coordinated with the Operational Area, Orange County Sheriff's Department Emergency Management Division.
3. It is the sole responsibility of each participating Agency to maintain these lists and to launch notifications as deemed necessary.



Orange County Operational Area

Countywide Public Mass Notification System Standard Operating Procedures

VIII. COSTS

The County of Orange agrees to fund the System for notifications classified as “emergency use”. The County of Orange also agrees to continue to purchase updated E911 telephone data and geographic maps.

Costs associated with use of the System for non-emergency activity is the responsibility of the local Agency through separate contract with the mass notification Vendor.

IX. SYSTEM ADMINISTRATION/OPERATIONS

Individual Agencies are responsible for providing logins and procedural training to key individuals within their Agency responsible for using the Mass Notification System.

A. County Administrator

The Orange County Sheriff's Department will assign and maintain a designated Mass Notification Program Administrator responsible for overall acquisition, accessibility, maintenance, compliance and management of all components required to provide an effective countywide mass notification system.

The County Administrator is responsible for:

1. System acquisition and contract management.
2. Policy management and as needed modification (in consultation with public safety, emergency management and emergency response personnel.)
3. Audit compliance: routine monitoring of System use to insure policy and contract compliance.
4. Access management: record management of signed MOU from each participating Agency, distribution of local administrator accounts and updated local administrator contact list.
5. Data management: E911 data acquisition, update and compliance monitoring. Countywide map file acquisition, update and overall geo-coding.
6. Testing: facilitate routine System-wide test exercise, document overall test results and recommend and execute, as needed, corrective action at the County level.
7. Public education campaign: initiate and facilitate public education campaign aimed at making the public aware of the countywide public mass notification system initiative and citizen web portal.
8. System support: provide support to Local Agency Administrators.

B. Local Agency Administrator

Participating Agencies agree to appoint a designated Mass Notification Local Administrator responsible for leading, coordinating, monitoring and optimizing use of the Mass Notification System at the local level. Local Agency Administrator shall act as the Agency's central point of contact and will work collaboratively with the County Administrator to insure local use of the system is within policy and MOU guidelines.

Local Agency Administrator is responsible for:



Orange County Operational Area

Countywide Public Mass Notification System Standard Operating Procedures

1. Contract acquisition if Agency will use the system for non-emergency purposes.
2. Local Agency Mass Notification Operating Procedure development and management.
3. Use compliance: routine monitoring to ensure System is used within the conditions and terms of this document and associated MOU.
4. Access management: local user account distribution and management, record management of MOU(s) and signed end user P&P.
5. Data management: perform routine data management, error-correcting and data integrity updates to System contact and geo-coded map data.
6. Testing: facilitate routine local System test exercise, document local test results and recommend and execute, as needed, corrective action at the local level.
7. Public education campaign: initiate and facilitate public education campaign aimed at making the local community aware of the intended use of the Mass Notification System and citizen web portal.
8. System support: provide support to local Agency end-users.

X. INFORMATION SYSTEMS AND SUPPORT

The Orange County Sheriff's Department will acquire and maintain 24x7x365 vendor support for the Mass Notification System. Participating Agencies are authorized to contact vendor support as needed.

XI. ROUTINE TESTING

The Mass Notification System will be tested quarterly. Test exercises will be geared towards insuring that use of the System in an emergency is optimized. This includes testing operational readiness, activation procedures and system effectiveness as well as validating data and system processes. Through test exercises, System administrators and users will be able to observe the mode of operation to augment and refresh System and process knowledge.

Specific test exercise routines, roles, responsibilities and schedule will be detailed in the Operational Area Standard Operating Procedure document.

By signing the Mass Notification System MOU, participating Agencies agree to take part in quarterly Mass Notification countywide test exercises.

XII. DEFINITIONS

1. **System** – All components of the Mass Notification System including hardware, software, access portals, contact data and GIS maps.
2. **Resident** – Comprises households and businesses.
3. **IVR** – Interactive Voice Response is a phone technology that allows a computer to detect voice and touch tones using a normal phone call. This technology will allow a user of the Mass Notification System to launch a message to a pre-defined call list when a pc or internet connection is not available.



Orange County Operational Area

Countywide Public Mass Notification System Standard Operating Procedures

4. **Emergency** - "Emergency" shall include, but not be limited to, instances of fire, flood, storm, epidemic, riots, or disease that threaten the safety and welfare of the citizens and property located within the boundaries of the county and participants' respective jurisdictions.



Orange County Operational Area

Countywide Public Mass Notification System Standard Operating Procedures

Revision History:

<i>Revision Date</i>	<i>Author</i>	<i>Description</i>
April 18, 2008	PMNS Policy Committee	Document originated
May 19, 2008	PMNS Executive Review Team	Non-emergency session termination in Section V., Item C.
June 16, 2008	Teara LeBlanc	Exception clause in Section VII, Item A., bullet 2.
May 2010	Vicki Osborn	Revision of all sections
June 2012	Raymond Cheung	Revision for OCSD transition
May 2013	Raymond Cheung	Revision for new vendor contract
May 2016	Raymond Cheung	Added confidentiality item to Section V., Item C. and allowed non-emergency use in Section V., Item B. and Section VIII.



Orange County Operational Area

Countywide Public Mass Notification System Standard Operating Procedures

Attachment A – Alert OC Trigger Points Guidelines (*Placeholder*)

Type of Incident	Description	Meets Public Safety Criteria
Active Shooter	A shooting with armed individual or individuals is occurring in a known area.	Yes
Boil Water Orders	An unsafe water supply issue requiring the public to boil water before use.	Yes
Building Fire	A fire occurring in an urban area requiring evacuation or shelter in place for the immediate area.	Yes
Violent Crimes	Violent crimes that just occurred such as robbery, assault, murder, etc.	Yes
Felony Suspect at Large	Law enforcement is currently searching for a felony suspect that is suspected to be in a certain area.	Yes
HazMat	Hazardous Materials incidents that require a fire/hazmat response and may include evacuations or shelter-in-place orders.	Yes
Health Orders	Any public health order made pursuant to County Health Officer recommendations.	Yes
Missing Adult (920A) with special circs	12- 17 yrs with decreased mental capacity or medical condition	Yes
Missing Child (920C)	12 yrs or younger ***Discussion add Amber alert triggers	Yes
Missing Juvi (920J) with special circs	18 yrs and older 12- 17 yrs with decreased mental capacity or medical condition	Yes
Severe Weather Related	Weather warnings that forecast an occurring or imminent threat to public safety or coincide with protective action recommendations such as voluntary or mandatory evacuation orders.	Yes
Evacuation or Shelter-in-Place	Voluntary or mandatory evacuation or shelter-in-place orders.	Yes
Wildland Fire	A fire occurring in a wildland urban interface area requiring immediate evacuation or shelter-in-place.	Yes
Road Closures	Unplanned road closures due to an emergency situation.	Yes
Planned Events	Road closures due to community events planned in advance.	No



Orange County Operational Area

Countywide Public Mass Notification System Standard Operating Procedures

AlertOC Activation Form (for emergency use only) (Attachment B)

Request Received

Date/Time:	
By: (Name/Title)	

Jurisdiction Information

Jurisdiction Name:		
Requestor: (Name/Title)		
Contact Phone Numbers:	#1:	#2:
Authorizing Official: (Name/Title)		

Message Specifics

Date/Time Message to Be Sent: <input type="checkbox"/> Immediately
Targeted Recipients:
Type of Message: <input type="checkbox"/> Phone <input type="checkbox"/> e-mail <input type="checkbox"/> SMS
SMS Content:
Message Content:

Staff Executing Message

Initiator Name (printed):	
Authorizing Sheriff Official:	
Date and Time Sent:	
Name, Date and Time Results provided to jurisdiction	

NONDISCLOSURE AGREEMENT

NONDISCLOSURE AGREEMENT BETWEEN PACIFIC BELL TELEPHONE COMPANY dba SBC CALIFORNIA, AND THE COUNTY OF ORANGE, CALIFORNIA

THIS AGREEMENT, effective this 26th day of June, 2008, ("Effective Date") is between PACIFIC BELL TELEPHONE COMPANY dba SBC CALIFORNIA, a California corporation (hereinafter "SBC California"), County of Orange (hereinafter "Customer") and NTI Group, Inc. (hereinafter "Subcontractor").

1. Customer has requested Neighborhood Call service from SBC California under SBC California's Tariff, CAL.P.U.C. NO. A9.2.6 and agrees to comply with all provisions of SBC California's Tariff, CAL.P.U.C. NO. A9.2.6.
2. Customer has identified Subcontractor as its agent for obtaining Neighborhood Call subscriber information from SBC California for provision of community alerts and notifications to citizens as defined in California Public Utilities Commission Code Sections 2872 and 2891.1 and as allowed in SBC California's Tariff, CAL.P.U.C. NO. A9.2.6. In the event Customer elects to no longer use Subcontractor for obtaining Neighborhood Call subscriber information, Customer shall provide SBC California written notice of such change 30 days in advance of Subcontractor's agency status being terminated by Customer.
3. Subcontractor certifies that it has reviewed the terms and conditions of the SBC California Tariff, CAL. P.U.C. NO. A9.2.6 for Neighborhood Call and specifically A9.2.6B.2.b which stipulates in part: "The Neighborhood Call database information provided to Customer pursuant to this tariff is confidential and proprietary and such information will be held in confidence and only used and disclosed to Customer's employees or its subcontractors and agents with a need to know for purposes of providing a community alert and notifications to citizens as defined in California Public Utilities Code Sections 2872 and 2891.1. Customer agrees that each of its employees, subcontractors or agents receiving or having access to the Neighborhood Call database information will be informed that such information is subject to the terms and conditions of this tariff and the Neighborhood Call database information will remain the property of Pacific; that the Neighborhood Call database information will be treated with the same degree of care as Customer affords to its own highly confidential and proprietary information; and that the Neighborhood Call database information will not be reproduced in any manner, unless otherwise specifically authorized in writing by Pacific. Upon request, Customer will promptly return to Pacific all Neighborhood Call database information in a tangible form or certify to Pacific that such information has been destroyed."
4. Subcontractor agrees to comply with each of the obligations contained in SBC California's Tariff, CAL. P.U.C. NO. A9.2.6.B.2.b for Neighborhood Call Tariff. Notwithstanding the preceding sentence, Subcontractor agrees that no Neighborhood Call subscriber information will be shared with any non-employee of Subcontractor, whether it be a subcontractor or agent, without the written authorization of Customer and the execution of a Nondisclosure Agreement with SBC California.
5. This Nondisclosure Agreement shall be in effect from the Effective Date until such time that Customer terminates its request for Neighborhood Call service from SBC California or Customer elects to no longer use Subcontractor for obtaining Neighborhood Call subscriber information. Subcontractor's duty to keep the Neighborhood Call subscriber information confidential shall continue beyond the term of this Nondisclosure Agreement until such time that Subcontractor returns to SBC California all Neighborhood Call subscriber information in a tangible form or certifies to SBC California that such information has been destroyed.
6. Nothing contained in this Nondisclosure Agreement shall be construed as granting or conferring any rights by license or otherwise in any Information.
7. This Nondisclosure Agreement shall benefit and be binding upon the parties hereto and their respective subsidiaries, affiliates, successors and assigns.
8. This Nondisclosure Agreement shall be governed by and construed in accordance with the laws of the State of California, irrespective of its choice of laws principles.

[SIGNATURE PAGE FOLLOWS]

PACIFIC BELL TELEPHONE COMPANY dba
SBC CALIFORNIA

By: _____

Print Name: _____

Title: _____

Date Signed: _____

XXXX (Customer)

By:  _____

Print Name: Teara Le Blanc

Title Program Manager

Date Signed: June 30, 2008

XXXX (Subcontractor and/or Agent)

By: _____

Print Name: _____

Title: _____

Date Signed: _____

Public Mass Notification System
Individual User Agreement

1. [Insert Name] (hereinafter “USER”) is an agent, officer, employee or representative of [Insert name of entity], (hereinafter “PARTICIPANT”).
2. PARTICIPANT is a signatory to a Memorandum of Understanding (“MOU”) between with the County of Orange (“COUNTY”) for Use of Countywide Mass Notification System (“SYSTEM”).
3. As an agent, officer, employee or representative of PARTICIPANT, USER has been granted access to the System by PARTICIPANT and is deemed an Individual User under the MOU.
4. USER understands that as an Individual User, USER may only use the SYSTEM in the manner described in the MOU, the Everbridge GSA Approved End User License Agreement, and in accordance with the requirements of the law. .
5. By signing this Individual User Agreement, USER hereby further expressly agrees to the do following things:
 - a) to maintain the confidentiality of login and password information;
 - b) to use the System in accordance with all applicable laws and regulations, including those relating to use of personal information;
 - c) to be responsible for any breach of the terms of the Agreement with Everbridge and/or the MOU between PARTICIPANT and COUNTY caused by the Individual User; and
 - d) to maintain the confidentiality of all records and information to which the Individual User may have access as a result of their access to the System pursuant to all statutory laws relating to privacy and confidentiality that currently exist or exist at any time during the term of this MOU; and
 - e) that all information transmitted and the use of the SYSTEM by USER shall be in compliance with California Public Utilities Code section 2872.
6. USER also acknowledges having been provided the opportunity to review the GSA Approved End User License Agreement with Everbridge, the MOU and California Public Utilities Code section 2872, prior to signing this Individual User Agreement, and hereby agrees to abide by both the letter and intent of those documents..
7. USER may withdraw their consent to terms contained within this Individual User Agreement at any time by notifying PARTICIPANT in writing. USER acknowledges,

however, that withdrawing USER's consent will result in immediate termination of USER's right and ability to access the SYSTEM.

By signing this Individual User Agreement, USER acknowledges having thoroughly read the foregoing, and hereby consents and agrees to the above terms and conditions.

Dated: _____

Signature

Printed Name



ACTION ITEM

June 15, 2016

TO: Board of Directors

FROM: **Planning & Operations Committee**
(Directors Dick, Hinman, Finnegan)

Robert Hunter
General Manager

Staff Contact: Kelly Hubbard
WEROC Emergency Manager

**SUBJECT: APPROVAL OF FUEL TRAILER VENDOR AND UPDATE ON EQUIPMENT
TRANSFER AGREEMENT WITH MEMBER AGENCIES**

STAFF RECOMMENDATION

Staff recommends the Board of Directors approve staff to enter into a purchase agreement with TransFueller for the purchase of 500 Gallon Diesel Fuel Trailers. The final number of trailers and purchase total are contingent on follow-up discussions with UASI and the proposed vendor, which will result in either: 1. increasing the Sana Ana UASI grant to cover the extra costs; or 2. decreasing the number of trailers purchased. Staff will not enter into a purchase agreement beyond approved grant amounts.

COMMITTEE RECOMMENDATION

Committee recommends (To be determined at Committee Meeting)

SUMMARY

MWDOC has received an Urban Area Security Initiative (UASI) grant for up to \$100,000 to purchase ten (10) 500 gallon diesel fuel trailers that will be used to refuel critical emergency response equipment (such as generators and heavy equipment) that have been deployed in the field during a disaster. Staff is recommending the selection of TransFueller as the vendor for this project.

Additionally, although MWDOC is purchasing the trailers it is the district's intention to transfer ownership and fiscal responsibility of all trailers to WEROC member agencies. In order to do so, MWDOC and the Receiving agencies must sign an equipment transfer

Budgeted (Y/N): N	Budgeted amount: \$0	Core _X_	Choice __
Action item amount:		Line item:	
Fiscal Impact (explain if unbudgeted): Covered by a UASI grant, except for staff and legal time, which is estimated at less than \$10,000.			

agreement that is accepted by the City of Santa Ana, UASI Grant Division, and each of the Receiving Agencies.

DETAILED REPORT

Request for Bids

Kelly Hubbard worked with Karl Seckel, WEROC Member Agency staff with technical expertise, and Howard Johnson of Brady and Associates (donated services) to develop the technical specifications for the fuel trailers. The primary purpose of the trailers is to move diesel fuel from fueling stations to deployed generators or heavy equipment. Often times the deployed generators or equipment will be in areas that are only accessible by dirt or unfinished roads. The trailers would primarily be filled from traditional gas pumps at government agency yards or public gas stations. Additionally, we have added a modification that enables the trailers to be filled by lowering a suction hose into underground fuel tanks that do not have power to pump fuel in a traditional method due to a disaster or large power outage.

The Request for Bids (RFB) was announced on May 6, 2016, with Addendum No. 1 being posted on May 16, 2016 and Addendum No. 2 being posted on May 24, 2016. Proposals were due by Friday, May 27, 2016 at 5:00 pm. The RFB and subsequent addendums were all posted to the MWDOC website, emailed to known perspective vendors (5), and sent to Member Agencies to be shared with vendors they work with. Two proposals were received.

Proposals Received:

Vendor	Price
TransFueller	\$182,675.98
West-Mark	\$499,500.10

West-Mark's quote is significantly higher, primarily because they quoted stainless steel for the tank and trailer. The request for bids did not request stainless steel, West-Mark chose to propose a higher quality product. Stainless steel does have a longer shelf life, but is significantly more costly and not necessary for this purchase.

The TransFueller quote was still higher than the original grant proposal estimated pricing, due to changes in our original specifications for safety and disaster conditions. Once staff started reviewing the trailer specifications in-depth and the expected conditions of operation, it was determined that two modifications were needed to the standard fuel trailer specifications (these same modifications were included in Quote 1). The first modification is a different pump configuration and self-contained power supply that would allow for the most flexibility and capacity during disaster response. The modification needed was for enhanced trailer frame durability and safety features to ensure operability and safety while towing in off-road conditions (many water facilities are along dirt or fire access roads) and in remote locations. These two sets of modifications added to the costs. Additionally, our original quote for the grant proposal process is just over 2 years old and we believe that may have affected the pricing as well.

Grant Award

Since MWDOC was approved for \$100,000 for 10 trailers, MWDOC has formally requested a modified grant award based on the bids received. Staff has submitted to the Santa Ana/Anaheim Urban Area Security Initiative (UASI) the following three proposals as options for consideration in modifying the grant award:

1. Additional grant funds to move forward with the purchase of 10 trailers (\$82,675.98 additional funds). There are 8 WEROC agencies who would like to have a fuel trailer, and 2 of those have requested 2 trailers each, if available.
2. Additional grant funds to move forward with a minimum purchase of 8 trailers (\$46,140.78 additional funds). One per WEROC agency interested in a trailer.
3. If additional funds are not available at this time, MWDOC has requested approval to move forward with the purchase of 5 trailers (\$91,338) which would keep the purchase within our approved allocation of grant funds, but fewer trailers. If this is the case, we would request that this project be kept in mind for additional funding when available.

The Santa Ana/Anaheim UASI grant approval group is meeting on June 1. They will discuss why the bids were higher than original proposed in the grant write up, whether there are additional funds available at this time and make a decision on any changes to the Award. UASI staff will provide WEROC Staff an update prior to the June 6th P&O Committee meeting. WEROC Staff will provide a verbal update on their decision at that time. Any of these alternative options would require negotiation or confirmation with the vendor that the pricing will stay the same with modifications to the number of trailers purchased.

Staff is recommending the Board of Directors approve staff to enter into a purchase agreement with TransFueler pending a decision from the UASI on total grant award amount and further negotiation of the final number of trailers, pricing and contract, for the purchase of the 500 Gallon Diesel Fuel Trailers with TransFueler. Staff will not sign a contract with TransFueler that is higher than the approved grant allocations.

Once a purchase agreement is signed, the trailers will take up to 16 weeks in total to produce and deliver. As before, the trailers will be delivered to MWDOC for inspection and the receiving agencies will pick them up from MWDOC once they sign a delivery of trailer receipt.

Equipment Transfer Agreement

Just as with the Potable Water Trailers, it is staff's intention to transfer full ownership and financial responsibility of all the fuel trailers to Member Agencies'. In order to complete this step, staff has taken the Equipment Transfer Agreement from the Potable Water Trailers and has updated it for the Fuel Trailers and the current Grant Requirements. The Equipment Transfer Agreement (attached) is a legal agreement between the Municipal Water District of Orange County and the agencies that will receive the trailers. The agreement will transfer legal responsibility and future costs associated with the maintenance, registration, and operation of the trailers to the water utilities who receive the trailers. The updated agreement has been reviewed and approved by MWDOC Legal Counsel and the City of Santa Ana's Legal Counsel.

Key concepts for this agreement are:

- Transfer of ownership and all required costs associated.
- Trailers must be available for mutual aid purposes.
- Agency must track the maintenance and use of equipment; as well as keep the trailer in working order per its original operational intent.
- Agency must store the trailer at a secure site.
- Agency will at minimum keep all required licenses and permits for legal operation of the fuel trailers, including a California Department of Motor Vehicles Trailer Registration.
- Agency will maintain in working order at least 2 vehicles per trailer received capable of towing the trailer when full.
- Agency will have in its employ at least 2 California-licensed drivers with hazardous materials (HAZMAT) endorsements per trailer received.

The following agencies have indicated that they are interested in receiving trailers and are processing the equipment transfer agreement. Several agencies have indicated the desire to receive more than one trailer, if available. Those additional trailers will be assigned once determined how many can be funded within the grant.

Agency	Agreement
1. East Orange County Water District	Received
2. El Toro Water District	In Process
3. Irvine Ranch Water District	Scheduled for June 13 Board Meeting
4. Huntington Beach – City	Being Scheduled for Council
5. Moulton Niguel Water District	Received
6. South Coast Water District	In Process
7. Westminster – City	Being Scheduled for Council
8. Yorba Linda Water District	Received

Attachment: Agreement for Transfer of Equipment (Fuel Trailers and Equipment) for FY2015 Urban Area Security Initiative (UASI)

AGREEMENT FOR TRANSFER
OF EQUIPMENT (FUEL TRAILERS AND EQUIPMENT)
FOR FY2015 URBAN AREAS SECURITY INITIATIVE (UASI)

THIS AGREEMENT is entered into this ____ day of aaaaaaaaaaaaaaaaaa, 2016 (dated for identification purposes only) by and between the Municipal Water District of Orange County, a municipal water district ("MWDOC") and _____ aaaaaaaaaaaaaaaaaa, c aaaaaaaaa _____ ("RECIPIENT"), also referred to collectively as "Parties" and individually as "Party."

WHEREAS, the City of Santa Ana ("CITY"), acting through its Police Department, in its capacity as a Core City of the MWDOC/Santa Ana Urban Area under the FY2015 Urban Areas Security Initiative, has applied for, received and accepted a grant entitled "FY2015 Urban Areas Security Initiative" ("UASI") from the federal Department of Homeland Security, Federal Emergency Management Agency ("FEMA"), through the State of California Office of Emergency Services ("Cal OES") to enhance countywide emergency preparedness (the "GRANT"); and

WHEREAS, MWDOC, acting through the Water Emergency Response Organization of Orange County ("WEROC"), is eligible to receive financial assistance under the GRANT in its capacity as the Sub-Recipient under the agreement between MWDOC and the CITY entitled "Agreement for Transfer or Purchase of Equipment/Services or For Reimbursement of Training Costs For FY2015 Urban Areas Security Initiative (UASI)" ("GRANT AGREEMENT"), a copy of which is attached hereto as Attachment A and incorporated herein by this reference; and

WHEREAS, the terms of the GRANT AGREEMENT require that MWDOC use certain GRANT funds to purchase authorized equipment, exercises, services or training that will be transferred to sub-recipients, including RECIPIENT, to be used for GRANT purposes in a manner consistent with the GRANT, as set forth in the FY 2015 Urban Areas Security Initiative Grant Program City of Santa Ana UASI Sub-Recipient Grant Guide Standard Operating Procedures, Policies and Forms ("GRANT

GUIDELINES”), a copy of which is attached hereto as Attachment B and incorporated herein by this reference; and

WHEREAS, RECIPIENT desires to acquire FUEL TRAILERS and EQUIPMENT (“TRAILER”) as conditioned herein and authorized by the GRANT.

NOW, THEREFORE, THE PARTIES MUTUALLY AGREE AS FOLLOWS:

1) As more specifically set forth herein, MWDOC shall purchase and transfer to RECIPIENT a TRAILER as specified in Attachment C, attached hereto and incorporated herein by this reference, in accordance with the GRANT GUIDELINES and the Cal OES Fiscal Year (FY) 2015 Grant Assurances (“GRANT ASSURANCES”), a copy of which are a component of Attachment A and incorporated herein by this reference. When purchasing the TRAILER, MWDOC shall comply with its purchasing and bidding procedures and applicable state laws and shall meet federal procurement requirements for the GRANT as set forth in 2 Code of Federal Regulations (CFR) Part 200 “Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards.” Further, as required by FEMA and established by the Office of Federal Procurement Policy in the Office of Management and Budget, this AGREEMENT includes the FEMA Required Provisions specified in Attachment D, attached hereto and incorporated herein by this reference.

2) Within ten (10) days of receiving the TRAILER, RECIPIENT shall initiate action to transfer title, ownership and financial responsibility of the TRAILER from MWDOC to RECIPIENT pursuant to applicable California Department of Motor Vehicles procedures.

3) Throughout its useful life, RECIPIENT shall use the TRAILER acquired with GRANT funds only for those purposes permitted under the terms of the GRANT AGREEMENT, and shall make the TRAILER available for mutual aid response to other governmental entities to the maximum extent practicable and when not in use by the RECIPIENT.

4) Care of the TRAILER. Once in RECIPIENT's possession and control, RECIPIENT shall exercise due care to preserve and safeguard the TRAILER from undue wear, damage or

destruction and shall provide such regular maintenance, service and repairs for the TRAILER as are reasonable and consistent with responsible ownership. These shall include, without limitation, maintenance, service and repairs recommended by any warranty or owner's manual to keep the TRAILER continually in good working order. Such maintenance and servicing shall be the sole responsibility of RECIPIENT, which shall assume full joint and several responsibility for maintenance and repair of the equipment throughout the life of the TRAILER. RECIPIENT's exercise of due care as provided in this section shall include (1) the storage of the TRAILER at a secure facility, and (2) the provision of procedures, facilities and equipment to protect the TRAILER from theft, unauthorized use and vandalism.

- a) At all times RECIPIENT has possession and control of the TRAILER as provided herein, it shall procure and maintain insurance against claims for injuries to persons or damage to property which may arise from or in connection with the TRAILER and package. The minimum scope and limits of insurance coverage shall be:
 - i. CGL coverage (ISO Occurrence Form No. CG 0001, or equivalent); \$1,000,000 per occurrence of Bodily Injury, Personal Injury and Property Damage, and \$2,000,000 Aggregate Total Bodily Injury and Property Damage.
 - ii. Automobile Liability, Any Auto (ISO Form No. CA 0001, or equivalent); \$1,000,000 for Bodily Injury and Property Damage, each accident.
 - b) The cost of such insurance shall be borne by the RECIPIENT. Proof of insurance acceptable to MWDOC shall be provided prior to delivery of TRAILER.
 - c) As respects the liability insurance required herein, RECIPIENT may elect to (i) self-insure, (ii) provide coverage through a joint powers insurance authority (JPIA) duly formed under the laws of the State of California, or (iii) utilize a combination of self-insurance and JPIA coverage. Proof of self-insurance and/or JPIA coverage acceptable to MWDOC shall be provided prior to delivery of TRAILER.
- 5) In the event of loss, damage, disposal or theft of equipment, RECIPIENT shall notify WEROC and the CITY in writing as soon as practicable, and no later than 30 calendar days after

discovery of same. RECIPIENT shall be responsible for all costs of repair. If the TRAILER is lost, stolen, or damaged beyond repair, the TRAILER shall be replaced by the RECIPIENT, at its sole cost, with equipment of like kind and capability, subject to approval by WEROC and the CITY. The RECIPIENT's liability for repair and replacement costs shall not be limited to insurance proceeds.

6) Permits. RECIPIENT shall obtain and maintain all permits, licenses, certificates or other authorizations (collectively PERMITS) necessary for storing, maintaining and operating the TRAILER as provided herein, and RECIPIENT shall pay any and all fees required for such PERMITS. RECIPIENT shall notify MWDOC immediately of any suspension, termination, lapse, non-renewal, or restriction, of PERMITS relative to the TRAILER. Necessary PERMITS include, without limitation:

- a) California Department of Motor Vehicles TRAILER Registration
- b) At least 2 California-licensed drivers with hazardous materials (HAZMAT) endorsements per TRAILER received
- c) At least 2 vehicles of appropriate size and capacity to tow the TRAILER when full, per TRAILER received
- d) All PERMITS required by State and Federal regulation, as they may change from time to time.

7) All equipment acquired or obtained with GRANT funds and transferred to RECIPIENT, including without limitation the TRAILER:

- a) Shall be made available under the California Disaster and Civil Defense Master Mutual Aid Agreement in consultation with representatives of WEROC and the various fire, emergency medical, hazardous materials response services, and law enforcement agencies within the Orange County Operational Area, when not in use by the RECIPIENT;
- b) Shall be made available pursuant to applicable terms of the California Disaster and Civil Defense Master Mutual Aid Agreement and deployed with personnel trained in the use of such equipment in a manner consistent with the California Law Enforcement

Mutual Aid Plan or the California Fire Services and Rescue Mutual Aid Plan, when not in use by the RECIPIENT;

- c) Shall be subject to the following provisions in FEMA's "Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments": 44 CFR 13.32 ("Equipment") and 13.33 ("Supplies") regarding title to, maintenance and use of, and disposition of equipment and supplies acquired under a federal grant.
- d) Shall be made available for use on other projects or programs currently or previously supported by the Federal Government, providing such use will not interfere with the work on the projects or program for which it was originally acquired. First preference for other use shall be given to other programs or projects supported by Cal OES as awarding agency under the GRANT.
- e) Shall be added to the WebEOC Resource Manager system as a mutual aid resource that can be tracked, requested and deployed.
- f) Shall be recorded on a ledger maintained by RECIPIENT. The initial ledger shall be prepared by RECIPIENT and provided to MWDOC within 30 days of receiving the TRAILER and then biannually on a schedule set by MWDOC. The ledger, shall include: (a) description of the TRAILER, (b) manufacturer's model(s) and serial number(s), if any, (c) Federal Stock number, national stock number, or other identification number, if any; (d) the source of acquisition of the TRAILER, including the award number, (e) date of acquisition; (f) the per unit acquisition cost of the TRAILER, (g) records showing maintenance procedures that been undertaken to keep the TRAILER in good running order, and (h) location and condition of TRAILER. Records constituting the ledger must be retained pursuant to 2 CFR 200.313(d)1, and the Office of Grants & Training.
- g) Shall have an UASI Grant identification decal affixed to it in a location where, whenever practicable, it is readily visible, and RECIPIENT shall not remove or obscure the decal.

8) Shall have a physical inventory taken of the equipment, including the TRAILER, by RECIPIENT at least once every year, and the inventory results shall be reconciled by RECIPIENT against its equipment records. In addition, inventory shall be taken prior to any UASI, State or Federal monitor visits.

9) If the TRAILER acquired with GRANT funds becomes obsolete or unusable, RECIPIENT shall notify MWDOC of such condition. RECIPIENT shall transfer or dispose of the GRANT-funded TRAILER only in accordance with the instructions of MWDOC or the CITY in its capacity as the agency from which MWDOC received the GRANT funds.

10) RECIPIENT agrees to comply with and be fully bound by all applicable provisions of the GRANT and Attachments A through D to this Agreement.

11) In the event MWDOC, as the result of a grant audit or other occurrence, becomes responsible for reimbursing the CITY or FEMA some portion of the funding provided for the TRAILER, MWDOC will make every effort to minimize the amount of the TRAILER purchase for which funding will be disallowed. If TRAILER purchase costs remain unfunded despite their efforts MWDOC will look to the receiving agencies to cover these costs for the TRAILER(s) they receive.

12) Indemnification. Each of the Parties to this Agreement is a public entity. In contemplation of the provisions of Section 895.2 of the Government Code of the State of California imposing certain tort liability jointly upon public entities, solely by reason of such entities being parties to an Agreement as defined by Section 895 of said Code, the Parties hereto, as between themselves, pursuant to the authorization contained in Section 895.4 and 895.6 of said Code, will each assume the full liability imposed upon it or upon any of its directors, officers, agents, or employees by law, for injury caused by a negligent or wrongful act or omission occurring in the performance of this Agreement, to the same extent that such liability would be imposed in the absence of Section 895.2 of said Code. To achieve this above-stated purpose, each Party indemnifies and holds harmless the other Party for liability that may be imposed on the other Party solely by virtue of Section 895.2.

The provision of Section 2778 of the California Civil Code is made a part hereto as if fully set forth herein.

13) Public Records Act. MWDOC and RECIPIENT are public agencies subject to the California Public Records Act (Ca. Gov. Code, § 6250 et seq.) (Act). All requests for records related to this Agreement will be handled pursuant to the Act.

14) Conflict Of Interest. Under the provisions of the GRANT AGREEMENT, MWDOC and RECIPIENT are required to include the following Conflict of Interest provisions in this Agreement.

- a) The RECIPIENT covenants that none of its directors, officers, employees, or agents shall participate in selecting, or administering any subcontract supported (in whole or in part) by Federal funds where such person is a director, officer, employee or agent of the subcontractor; or where the selection of subcontractors is or has the appearance of being motivated by a desire for personal gain for themselves or others such as family business, etc.; or where such person knows or should have known that:
 - i. A member of such person's immediate family, or domestic partner or organization has a financial interest in the subcontract;
 - ii. The subcontractor is someone with whom such person has or is negotiating any prospective employment; or
 - iii. The participation of such person would be prohibited by the California Political Reform Act, California Government Code §87100 et seq. if such person were a public officer, because such person would have a "financial or other interest" in the subcontract.
- b) Definitions:
 - i. The term "immediate family" includes but is not limited to domestic partner and/or those persons related by blood or marriage, such as husband, wife, father, mother,

brother, sister, son, daughter, father in law, mother in law, brother in law, sister in law, son in law, daughter in law.

ii. The term "financial or other interest" includes but is not limited to:

1. Any direct or indirect financial interest in the specific contract, including a commission or fee, a share of the proceeds, prospect of a promotion or of future employment, a profit, or any other form of financial reward.
 2. Any of the following interests in the subcontractor ownership: partnership interest or other beneficial interest of five percent or more; ownership of five percent or more of the stock; employment in a managerial capacity; or membership on the board of directors or governing body.
- c) The RECIPIENT further covenants that no officer, director, employee, or agent shall solicit or accept gratuities, favors, anything of monetary value from any actual or potential subcontractor, supplier, a party to a sub agreement, (or persons who are otherwise in a position to benefit from the actions of any officer, employee, or agent).
- d) The RECIPIENT shall not subcontract with a former director, officer, or employee within a one year period following the termination of the relationship between said person and the RECIPIENT.
- e) Prior to obtaining MWDOC'S Approval of any subcontract, the RECIPIENT shall disclose to MWDOC any relationship, financial or otherwise, direct or indirect, of the RECIPIENT or any of its officers, directors or employees or their immediate family with the proposed subcontractor and its officers, directors or employees.
- f) For further clarification of the meaning of any of the terms used herein, the parties agree that references shall be made to the guidelines, rules, and laws of the RECIPIENT, State of California, and Federal regulations regarding conflict of interest.
- g) The RECIPIENT warrants that it has not paid or given and will not pay or give to any third person any money or other consideration for obtaining this Agreement.

- h) The RECIPIENT covenants that no member, officer or employee of RECIPIENT shall have interest, direct or indirect, in any contract or subcontract or the proceeds thereof for work to be performed in connection with the TRAILER during his/her tenure as such employee, member or officer or for one year thereafter.

15) Incorporation by Reference of GRANT AGREEMENT. Pursuant to Section 7 of the GRANT AGREEMENT (Attachment A hereto), the terms of the GRANT AGREEMENT are hereby incorporated by reference and binding on the RECIPIENT.

16) Nondiscrimination and Affirmative Action. RECIPIENT shall comply with the applicable nondiscrimination and affirmative action provisions of the laws of the United States of America, the State of California, and the CITY. In performing this Agreement, RECIPIENT shall not discriminate in its employment practices against any employee or applicant for employment because of such person's race, religion, national origin, ancestry, sex, sexual orientation, age, physical handicap, mental disability, marital status, domestic partner status or medical condition. RECIPIENT shall comply with Executive Order 11246, entitled "Equal Employment Opportunity," as amended by Executive Order 11375, and as supplemented in Department of Labor regulations (41 C.F.R. Part 60).

- a) If required, RECIPIENT shall submit an Equal Employment Opportunity Plan ("EEOP") to the DOJ Office of Civil Rights ("OCR") in accordance with guidelines listed at <http://www.ojp.usdoj.gov/ocr/eeop.htm>.
- b) Any subcontract entered into by RECIPIENT relating to this Agreement, to the extent allowed hereunder, shall be subject to the provisions of this section.

17) No alteration or variation of the terms of this Agreement shall be valid unless made in writing and signed by duly authorized representatives of MWDOC and RECIPIENT, and no oral understanding or agreement not incorporated herein shall be binding on any of the Parties hereto.

18) RECIPIENT may not assign this Agreement in whole or in part without the express written consent of MWDOC.

19) Records must be maintained for 3 years after the grant is closed out by CalOES – the Grant Office will be notified of the close and pass along the information and resulting 3 year record retention period to MWDOC;

20) Equipment documents must be maintained throughout the life of the equipment, once disposition of the item has taken place, the disposition records must be kept for 3 years past the date of disposal;

21) RECIPIENT shall provide to MWDOC all records and information requested by MWDOC for inclusion in quarterly reports and such other reports or records as MWDOC may be required to provide to the agency from which MWDOC received GRANT funds or other persons or agencies.

22) MWDOC may terminate this Agreement and be relieved of the delivery of any consideration to RECIPIENT if (a) RECIPIENT fails to perform any of the covenants contained in this Agreement, at the time and in the matter herein provided, or (b) MWDOC loses funding under the GRANT. If at any point WEROC/MWDOC or the CITY reasonably believes that RECIPIENT is in breach of this Agreement, MWDOC may send a Corrective Action Notification Letter to RECIPIENT identifying the breach and the corrective actions that are needed. If corrective actions are not taken within the time frame stated in the letter, further actions by MWDOC or the CITY may include repossession and reassignment of the TRAILER in cooperation with the City of Santa Ana UASI grant office, invoicing of the CITY for costs attributable to breach of the Agreement, and denial of participation in future UASI grant projects.

23) RECIPIENT and its agents and employees and independent contractors shall act in an independent capacity in the performance of this Agreement, and shall not be considered officers, agents or employees of MWDOC or of the agency from which MWDOC received GRANT funds.

24) In the performance of this Agreement, RECIPIENT and its governing body, officers, agents and employees shall comply with by all applicable federal, state and local laws, including all applicable statutes, regulations, executive orders and ordinance.

IN WITNESS HEREOF, the MUNICIPAL WATER DISTRICT OF ORANGE COUNTY and _____ [Insert Agency Name] have executed this Agreement through their authorized representatives on the date first set forth above.

MUNICIPAL WATER DISTRICT OF
ORANGE COUNTY

RECIPIENT

By: _____
Robert Hunter
General Manager

[Insert Agency Name]

By:

[Insert Name]:

[Insert Title]:

[Date]

[Date]

ATTACHMENT A

**AGREEMENT FOR TRANSFER OR PURCHASE OF EQUIPMENT/SERVICES OR
FOR REIMBURSEMENT OF TRAINING COSTS FOR FY2015 URBAN AREAS
SECURITY INITIATIVE (UASI) BETWEEN THE CITY OF SANTA ANA AND
MUNICIPAL WATER DISTRICT OF ORANGE COUNTY**

DATED FEBRUARY 22, 2016

AGREEMENT

SUB-RECIPIENT: MUNICIPAL WATER DISTRICT OF ORANGE COUNTY

City Contract Number _____

TABLE OF CONTENTS

<u>Section Description</u>	<u>Page</u>
 <u>I</u> <u>INTRODUCTION</u> 	
§101. Parties to the Agreement	3
§102. Representatives of the Parties and Service of Notices	3
§103. Independent Party	4
§104. Conditions Precedent to Execution of this Agreement	4
 <u>II</u> <u>TERM AND SERVICES TO BE PROVIDED</u> 	
§201. Time of Performance	5
§202. Use of Grant Funds	5
 <u>III</u> <u>PAYMENT</u> 	
§301. Payment of Grant Funds and Method of Payment	8
 <u>IV</u> <u>STANDARD PROVISIONS</u> 	
§401. Construction of Provisions and Titles Herein	9
§402. Applicable Law, Interpretation and Enforcement	9
§403. Integrated Agreement	9
§404. Excusable Delays	9
§405. Breach	10
§406. Prohibition Against Assignment or Delegation	10
§407. Permits	10
§408. Non Discrimination and Affirmative Action	10
§409. Bonds	11

TABLE OF CONTENTS

<u>Section Description</u>	<u>Page</u>
§410. Indemnification	11
§411. Conflict of Interest	11
§412. Restriction on Disclosures	13
§413. Statutes and Regulations Applicable to All Grant Contracts	13
§414. Federal, State, and Local Taxes	20
§415. Inventions, Patents and Copyrights	20
§416. MBE/WBE	22

V

DEFAULTS, SUSPENSION, TERMINATION, AND AMENDMENTS

§501. Defaults	23
§502. Amendments	23

V

ENTIRE AGREEMENT

§601. Complete Agreement	24
§602. Number of Pages and Attachments	24
Execution (Signature) Page	25

EXHIBITS

Exhibit A	Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion Lower Tier Covered Transactions
Exhibit B	Certification Regarding Lobbying
Exhibit C	Grant Assurances

Agreement Number: _____

AGREEMENT FOR TRANSFER OR PURCHASE OF EQUIPMENT/SERVICES OR FOR
REIMBURSEMENT OF TRAINING COSTS

FOR FY2015 URBAN AREAS SECURITY INITIATIVE (UASI)

BETWEEN
THE CITY OF SANTA ANA
AND MUNICIPAL WATER DISTRICT OF ORANGE COUNTY

THIS AGREEMENT is made and entered into this 18th day of November, 2015, by and between the CITY OF SANTA ANA, a municipal corporation (the "CITY"), and MUNICIPAL WATER DISTRICT OF ORANGE COUNTY (the "SUB-RECIPIENT" or "Contractor").

W I T N E S S E T H

WHEREAS, CITY, acting through the Santa Ana Police Department in its capacity as a Core City for the Anaheim/Santa Ana Urban Area under the FY15 Urban Areas Security Initiative, has applied for, received and accepted a grant entitled "FY 2015 Urban Areas Security Initiative" from the federal Department Of Homeland Security(DHS) Federal Emergency Management Agency (FEMA), through the State of California Governor's Office of Emergency Services (CalOES), to enhance countywide emergency preparedness (the "grant"), as set forth in the grant guidelines and assurances that are incorporated to this Agreement by reference and located at:

"U.S. Department of Homeland Security "Fiscal Year 2015 Homeland Security Grant Program (HSGP) Notice of Funding Opportunity (NOFO)"
http://www.fema.gov/media-library-data/1429291822887-7f203c9296fde6160b727475532c7796/FY2015HSGP_NOFO_v3.pdf

California Governor's Office of Emergency Services "FY2015 Homeland Security Grant Program: California Supplement to Federal Program Guidance and Application Kit"
<http://www.caloes.ca.gov/GrantsManagementSite/Documents/FY%202015-%20HSGP%20State%20Guidance.pdf>

Copies of the grant guidelines shall be retained in the Anaheim/Santa Ana Grant Office.

WHEREAS, this financial assistance is administered by the CITY OF SANTA ANA ("CITY") and is overseen by the California Governor's Office of Emergency Services ("Cal-OES"); and

WHEREAS, this financial assistance is being provided to address the unique equipment, training, planning, and exercise needs of large urban areas, and to assist them in building an enhanced and sustainable capacity to prevent, respond to, and recover from threats or acts of terrorism; and

WHEREAS, the Anaheim/Santa Ana Urban Area ("ASAUA") consists of 34 cities in Orange County, including the City of Santa Ana and the City of Anaheim, the County of Orange, including the unincorporated area of the County of Orange, Santa Ana Unified School District Police, California State University, Fullerton, University of California, Irvine, Municipal Water District of Orange County, and the Orange County Fire Authority; and

WHEREAS, the Office of Grants Management ("OGM") awarded a FY15 UASI Grant of \$4,400,000 ("Grant Funds") to the CITY OF SANTA ANA, as a Core City, for use in the ASAUA; and

WHEREAS, the CITY has designated the Chief of Police, or his designee and the Santa Ana Police Department, Homeland Security Division ("UASI Grant Office") to provide for terrorism prevention and emergency preparedness; and

WHEREAS, the UASI Grant Office now wishes to distribute FY15 UASI Grant Funds throughout the ASAUA, as further detailed in this Agreement ("Agreement") to MUNICIPAL WATER DISTRICT OF ORANGE COUNTY ("SUB-RECIPIENT") and others;

WHEREAS, the CITY and SUB-RECIPIENT are desirous of executing this Agreement as authorized by the City Council and the City Manager which authorizes the CITY to prepare and execute the Agreement.

NOW, THEREFORE, IT IS MUTUALLY AGREED AS FOLLOWS:

I
INTRODUCTION

§101. Parties to the Agreement

The parties to this Agreement are:

- A. The CITY, a municipal corporation, having its principal office at 20 Civic Center Plaza, Santa Ana, CA 92702; and
- B. MUNICIPAL WATER DISTRICT OF ORANGE COUNTY, a municipal corporation, P.O. Box 20895, Fountain Valley, CA 92708-4736

§102. Representatives of the Parties and Service of Notices

- A. The representatives of the respective parties who are authorized to administer this Agreement and to whom formal notices, demands and communications shall be given are as follows:

- 1. The representative of the CITY OF SANTA ANA shall be, unless otherwise stated in the Agreement:

Kenneth Gominsky, Jr., Commander
Santa Ana Police Department
Homeland Security Division
60 Civic Center Plaza
Santa Ana, CA 92702
Phone: (714) 245-8040
Fax: (714) 245-8098
kgominsky@santa-ana.org

- 2. The representative of MUNICIPAL WATER DISTRICT OF ORANGE COUNTY shall be:

Kelly Hubbard, Program Manager
MUNICIPAL WATER DISTRICT OF ORANGE COUNTY
P.O. Box 20895, Fountain Valley, CA 92708-4736
Phone: (714) 593-5010
E-mail: khubbard@mwdoc.com

- B. Formal notices, demands and communications to be given hereunder by either party shall be made in writing and may be effected by personal delivery or by registered or certified mail, postage prepaid, return receipt requested and shall be deemed communicated as of the date of mailing.
- C. If the name of the person designated to receive the notices, demands or communications or the address of such person is changed, written notice shall be given, in accord with this section, within five (5) business days of said change.

§103. Independent Party

SUB-RECIPIENT is acting hereunder as an independent party, and not as an agent or employee of the CITY OF SANTA ANA. No employee of SUB-RECIPIENT is, or shall be an employee of the CITY OF SANTA ANA by virtue of this Agreement, and SUB-RECIPIENT shall so inform each employee organization and each employee who is hired or retained under this Agreement. SUB-RECIPIENT shall not represent or otherwise hold out itself or any of its directors, officers, partners, employees, or agents to be an agent or employee of the CITY OF SANTA ANA.

§104. Conditions Precedent to Execution of This Agreement

SUB-RECIPIENT shall provide copies of the following documents to the CITY OF SANTA ANA, unless otherwise exempted.

- A. Grant Assurances in accordance with section 415C of this Agreement attached hereto as Exhibit C and made part hereof.
- B. Certifications Regarding Ineligibility, Suspension and Debarment as required by Executive Order 12549 in accordance with Section 415A12 of this Agreement and attached hereto as Exhibit A and made a part hereof.
- C. Certifications and Disclosures Regarding Lobbying in accordance with Section 415C of this Agreement and attached hereto as Exhibit B and made a part hereof. SUB-RECIPIENT shall also file a Disclosure Form at the end of each calendar quarter in which there occurs any event requiring disclosure or which materially affects the accuracy of the information contained in any Disclosure Form previously filed by SUB-RECIPIENT.

II
TERM AND SERVICES TO BE PROVIDED

§201. Time of Performance

The term of this Agreement shall commence on November, 18, 2015 and end on April 30, 2018 or upon the final disbursement of all of the Grant Amount (as defined in Section 301) and any additional period of time as is required to complete any necessary close out activities. Said term is subject to the provisions herein.

§202. Use of Grant Funds

- A. CITY may, a) transfer to SUB-RECIPIENT, equipment or services purchased with grant funds and in accordance with grant guidelines set forth above; or, b) reimburse SUB-RECIPIENT for purchase of authorized equipment, exercises, services or training upon receiving prior written approval from CITY or its designee and in accordance with grant guidelines and in full compliance with all of the SUB-RECIPIENT'S purchasing and bidding procedures. SUB-RECIPIENT shall specify the equipment, services, exercises and training to be purchased using the Application for Project Funding. A paper copy of this document will be provided to SUB-RECIPIENT by CITY. In addition, a compact disc with a copy of the document will be provided to SUB-RECIPIENT by CITY. If additional copies of the document are needed, SUB-RECIPIENT may contact the Santa Ana Grant Coordinator and it will be provided.
- B. SUB-RECIPIENT shall provide any reports requested by the CITY regarding the performance of the Agreement. Reports shall be in the form requested by the CITY, and shall be provided in a timely manner.
- C. The Authorized Equipment List (AEL) is a list of the allowable equipment which may be purchased pursuant to this Agreement and is located at http://www.fema.gov/media-library-data/20130726-1825-25045-7138/fema_preparedness_grants_authorized_equipment_list.pdf, and incorporated to this Agreement by reference. A copy of the AEL shall be retained in the Anaheim/Santa Ana Grant Office. Unless otherwise stated in program guidance any equipment acquired pursuant to this Agreement shall meet all mandatory regulations and/or DHS-adopted standards to be eligible for purchase using grant funds. SUB-RECIPIENT shall provide the CITY a copy of its most current procurement guidelines and follow its own procurement requirements as long as they meet the minimum federal requirements. Federal procurement requirements for the FY 15 UASI Grant can be found at 2 Code of Federal Regulations (CFR) Part 200 "Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards."

Any equipment acquired or obtained with Grant Funds:

1. Shall be made available under the California Disaster and Civil Defense Master Mutual Aid Agreement in consultation with representatives of the various fire, emergency medical, hazardous materials response services, and law enforcement agencies within the jurisdiction of the applicant;
2. Shall be consistent with needs as identified in the National Priorities and Core Capabilities, the State Homeland Security Strategy and the Anaheim/Santa Ana Urban Area and Orange County Operational Area Homeland Security Grants Strategy; and deployed in conformance with those plans;
3. Shall be made available pursuant to applicable terms of the California Disaster and Civil Defense Master Mutual Aid Agreement and deployed with personnel trained in the use of such equipment in a manner consistent with the California Law Enforcement Mutual Aid Plan or the California Fire Services and Rescue Mutual Aid Plan;
4. Shall be subject to the requirements of Title 2 CFR Part 200.313 and 200.314. For the purposes of this subsection, "Equipment" is defined as nonexpendable property that is not consumed or does not lose its identity by being incorporated into another item of equipment, which costs \$5,000 or more per unit, or is expected to have a useful life of one (1) year or more.;
5. Shall be used by SUB-RECIPIENT in the program or project for which it was acquired as long as needed, whether or not the project or program continues to be supported by Federal funds. When no longer useful for the original program or project, the Equipment may be used in other activities currently or previously supported by a Federal agency.
6. Shall be made available for use on other projects or programs currently or previously supported by the Federal Government, providing such use will not interfere with the work on the projects or program for which it was originally acquired. First preference for other use shall be given to other programs or projects supported by the awarding agency.
7. Shall be recorded on a ledger. This record must be updated bi-annually and forwarded to the City. The record shall include: (a) description of the item of Equipment, (b) a serial number or other identification number, (c) the source of funding for the property (including the FAIN), (d) who holds the title, (e) the acquisition date, (f) the cost of the property, (g) percentage of Federal participation in the project costs for the Federal award under which the property was

acquired, (h) location, (i) use and condition of Equipment, and (j) ultimate disposition data including the date of disposal and sale price of the property. Records must be retained pursuant to 2 CFR Part 200.313.

8. All equipment obtained under this Agreement shall have an ASUA identification decal affixed to it, and, when practical, shall be affixed where it is readily visible.
 9. A physical inventory of the Equipment shall be taken and the results reconciled with the Equipment records at least once every two years. Inventory shall also be taken prior to any UASI, State or Federal monitor visits.
 10. SUB-RECIPIENT shall exercise due care to preserve and safeguard equipment acquired with grant funds from damage or destruction and shall provide regular maintenance and such repairs for said equipment as necessary, in order to keep said equipment continually in good working order. Such maintenance and servicing shall be the sole responsibility of SUB-RECIPIENT, who shall assume full responsibility for maintenance and repair of the equipment throughout the life of said equipment.
- D. Any training paid pursuant to this Agreement shall conform to the guidelines as listed in FY 2015 Homeland Security Grant Program, as set forth above. All training expenses must be pre-authorized by Cal-OES at <http://www.firstrespondertraining.gov/admin>. A catalogue of Grantor approved and sponsored training courses is available at http://www.firstrespondertraining.gov/odp_webforms.
- E. Any exercise paid pursuant to this Agreement shall conform to the guidelines as listed in FY 2015 Homeland Security Grant Program, as set forth above. Detailed Homeland Security Exercise and Evaluation Program Guidance is available at <http://hseep.dhs.gov>.
- F. Any planning paid pursuant to this Agreement shall conform to the guidelines as listed in FY 2015 Homeland Security Grant Program, as set forth above.
- G. Any organizational activities paid pursuant to this Agreement shall conform to the guidelines as listed in FY 2015 Homeland Security Grant Program, as set forth above.

III PAYMENT

§301. Payment of Grant Funds and Method of Payment

- A. CITY may, a) transfer to SUB-RECIPIENT, equipment or services purchased with grant funds; or, b) reimburse SUB-RECIPIENT for the purchase of authorized equipment, exercises, services or training upon receiving prior written approval from CITY or its designee and in accordance with grant guidelines and in full compliance with all of the SUB-RECIPIENT'S purchasing and bidding procedures. SUB-RECIPIENT shall specify the equipment, exercises, services or training to be purchased using the Application for Project Funding. A paper copy of this document will be provided to SUB-RECIPIENT by CITY. In addition, a compact disc with a copy of the document will be provided to SUB-RECIPIENT by CITY. If additional copies of the document are needed, SUB-RECIPIENT may contact the Santa Ana Grant Coordinator and it will be provided. Funds may be used for planning, exercises, organizational and training activities, and the purchase of equipment as described in Section 202 above.
- B. SUB-RECIPIENT shall provide quarterly invoices to the CITY requesting payment and all supporting documentation. Each reimbursement request shall be accompanied by the Reimbursement Request for Grant Expenditures detailing the expenditures made by SUB-RECIPIENT as authorized by Section 202 above. Each reimbursement request shall be submitted to the Santa Ana UASI Grant Office. For equipment for which SUB-RECIPIENT is requesting reimbursement, all appropriate back-up documentation must be attached to the reimbursement form, including invoices, proof of payment, packing slips, and Equipment Reimbursement Worksheet. For training reimbursements, SUB-RECIPIENT must include a copy of any certificates issued or a copy of the class roster verifying training attendees, proof that a CalOES tracking number has been assigned to the course, timesheets and payroll registers for all training attendees, receipts for travel expenses related to the training, and Training Reimbursement Worksheet. For regional project reimbursements, SUB-RECIPIENT must include approval from the lead agency for all submitted invoices.
- C. Payment of final invoice shall be withheld by the CITY until the SUB-RECIPIENT has turned in all supporting documentation and completed the requirements of this Agreement.
- D. It is understood that the CITY makes no commitment to fund this Agreement beyond the terms set forth herein.
- E. Funding for all periods of this Agreement is subject to the continuing availability to the CITY of federal funds for this program. The Agreement may be terminated immediately upon written notice to SUB-RECIPIENT of a loss or reduction of federal grant funds.

IV STANDARD PROVISIONS

§401. Construction of Provisions and Titles Herein

All titles or subtitles appearing herein have been inserted for convenience and shall not be deemed to affect the meaning or construction of any of the terms or provisions hereof. The language of this Agreement shall be construed according to its fair meaning and not strictly for or against either party. The word "Sub-recipient" herein and in any amendments hereto includes the party or parties identified in this Agreement. The singular shall include the plural. If there is more than one Sub-recipient as identified herein, unless expressly stated otherwise, their obligations and liabilities hereunder shall be joint and several. Use of the feminine, masculine, or neuter genders shall be deemed to include the genders not used.

§402. Applicable Law, Interpretation and Enforcement

Each party's performance hereunder shall comply with all applicable laws of the United States of America, the State of California, and the CITY. This Agreement shall be enforced and interpreted under the laws of the State of California and the CITY.

If any part, term or provision of this Agreement shall be held void, illegal, unenforceable, or in conflict with any law of a federal, state or local government having jurisdiction over this Agreement, the validity of the remaining portions of provisions shall not be affected thereby.

§403. Integrated Agreement

This Agreement sets forth all of the rights and duties of the parties with respect to the subject matter hereof, and replaces any and all previous agreements or understandings, whether written or oral, relating thereto. This Agreement may be amended only by a written instrument executed by both parties hereto.

§404. Excusable Delays

In the event that performance on the part of any party hereto shall be delayed or suspended as a result of circumstances beyond the reasonable control and without the fault and negligence of said party, none of the parties shall incur any liability to the other parties as a result of such delay or suspension.

Circumstances deemed to be beyond the control of the parties hereunder shall include, but not be limited to, acts of God or of the public enemy; insurrection; acts of the Federal Government or any unit of State or Local Government in either sovereign or contractual capacity; fires; floods; epidemics; quarantine

restrictions; strikes, freight embargoes or delays in transportation; to the extent that they are not caused by the party's willful or negligent acts or omissions and to the extent that they are beyond the party's reasonable control.

§405. Breach

Except for excusable delays, if any party fails to perform, in whole or in part, any promise, covenant, or agreement set forth herein, or should any representation made by it be untrue, any aggrieved party may avail itself of all rights and remedies, at law or equity, in the courts of law. Said rights and remedies are cumulative of those provided for herein except that in no event shall any party recover more than once, suffer a penalty or forfeiture, or be unjustly compensated.

§406. Prohibition Against Assignment or Delegation

SUB-RECIPIENT may not, unless it has first obtained the written permission of the CITY:

- A. Assign or otherwise alienate any of its rights hereunder, including the right to payment; or
- B. Delegate, subcontract, or otherwise transfer any of its duties hereunder.

§407. Permits

SUB-RECIPIENT and its officers, agents and employees shall obtain and maintain all permits and licenses necessary for SUB-RECIPIENT performance hereunder and shall pay any fees required therefore. SUB-RECIPIENT further certifies to immediately notify the CITY of any suspension, termination, lapses, non renewals or restrictions of licenses, certificates, or other documents.

§408. Nondiscrimination and Affirmative Action

SUB-RECIPIENT shall comply with the applicable nondiscrimination and affirmative action provisions of the laws of the United States of America, the State of California, and the CITY. In performing this Agreement, SUB-RECIPIENT shall not discriminate in its employment practices against any employee or applicant for employment because of such person's race, color, religion, national origin, ancestry, sex, gender, gender identity, gender expression, sexual orientation, age, physical handicap, mental disability, marital status, domestic partner status, pregnancy, denial of medical and family care leave, pregnancy disability leave, or medical condition. SUB-RECIPIENT shall comply with Executive Order 11246, entitled "Equal Employment Opportunity," as amended by Executive Order 11375, and as supplemented in Department of Labor regulations (41 CFR Part 60).

SUB-RECIPIENT shall comply with California Public Contract Code §10295.3, which addresses discrimination based on domestic partnerships. If required, SUB-RECIPIENT shall submit an Equal Employment Opportunity

Plan ("EEOP") to the DOJ Office of Civil Rights ("OCR") in accordance with guidelines listed at <http://www.ojp.usdoj.gov/ocr/eeop.htm>,

Any subcontract entered into by the SUB-RECIPIENT relating to this Agreement, to the extent allowed hereunder, shall be subject to the provisions of this § 408.

§409. Bonds

SUB-RECIPIENT must purchase a performance bond for any equipment item over \$250,000 or any vehicle (including aircraft or watercraft) financed with homeland security funds. SUB-RECIPIENT must provide a copy of performance bond to CITY no later than the time of reimbursement.

§410. Indemnification

Each of the parties to this Agreement is a public entity. In contemplation of the provisions of Section 895.2 of the Government Code of the State of California imposing certain tort liability jointly upon public entities, solely by reason of such entities being parties to an Agreement as defined by Section 895 of said Code, the parties hereto, as between themselves, pursuant to the authorization contained in Section 895.4 and 895.6 of said Code, will each assume the full liability imposed upon it or upon any of its officers, agents, or employees by law, for injury caused by a negligent or wrongful act or omission occurring in the performance of this Agreement, to the same extent that such liability would be imposed in the absence of Section 895.2 of said Code. To achieve the above-stated purpose, each party indemnifies and holds harmless the other party solely by virtue of said Section 895.2. The provision of Section 2778 of the California Civil Code is made a part hereto as if fully set forth herein. SUB-RECIPIENT certifies that it has adequate self-insured retention of funds to meet any obligation arising from this Agreement.

§411. Conflict of Interest

A. SUB-RECIPIENT covenants that none of its directors, officers, employees, or agents shall participate in selecting, or administering any subcontract supported (in whole or in part) by Federal funds where such person is a director, officer, employee or agent of the subcontractor; or where the selection of subcontractors is or has the appearance of being motivated by a desire for personal gain for themselves or others such as family business, etc.; or where such person knows or should have known that:

1. A member of such person's immediate family, or domestic partner or organization has a financial interest in the subcontract;
2. The subcontractor is someone with whom such person has or is negotiating any prospective employment; or
3. The participation of such person would be prohibited by the California Political Reform Act, California Government Code §87100 et seq. if such person were a public officer, because such

person would have a "financial or other interest" in the subcontract.

B. Definitions:

1. The term "immediate family" includes but is not limited to domestic partner and/or those persons related by blood or marriage, such as husband, wife, father, mother, brother, sister, son, daughter, father in law, mother in law, brother in law, sister in law, son in law, daughter in law.
2. The term "financial or other interest" includes but is not limited to:
 - a. Any direct or indirect financial interest in the specific contract, including a commission or fee, a share of the proceeds, prospect of a promotion or of future employment, a profit, or any other form of financial reward.
 - b. Any of the following interests in the subcontractor ownership: partnership interest or other beneficial interest of five percent or more; ownership of five percent or more of the stock; employment in a managerial capacity; or membership on the board of directors or governing body.
- C. The SUB-RECIPIENT further covenants that no officer, director, employee, or agent shall solicit or accept gratuities, favors, anything of monetary value from any actual or potential subcontractor, supplier, a party to a sub agreement, (or persons who are otherwise in a position to benefit from the actions of any officer, employee, or agent).
- D. The SUB-RECIPIENT shall not subcontract with a former director, officer, or employee within a one year period following the termination of the relationship between said person and the Contractor.
- E. Prior to obtaining the CITY'S approval of any subcontract, the SUB-RECIPIENT shall disclose to the CITY any relationship, financial or otherwise, direct or indirect, of the SUB-RECIPIENT or any of its officers, directors or employees or their immediate family with the proposed subcontractor and its officers, directors or employees.
- F. For further clarification of the meaning of any of the terms used herein, the parties agree that references shall be made to the guidelines, rules, and laws of the SUB-RECIPIENT, State of California, and Federal regulations regarding conflict of interest.
- G. The SUB-RECIPIENT warrants that it has not paid or given and will not pay or give to any third person any money or other consideration for obtaining this Agreement.
- H. The SUB-RECIPIENT covenants that no member, officer or employee of SUB-RECIPIENT shall have interest, direct or indirect, in any contract or

subcontract or the proceeds thereof for work to be performed in connection with this project during his/her tenure as such employee, member or officer or for one year thereafter.

- I. The SUB-RECIPIENT shall incorporate the foregoing subsections of this Section into every agreement that it enters into in connection with this project and shall substitute the term "subcontractor" for the term "SUB-RECIPIENT" and "sub subcontractor" for "Subcontractor".

§412. Restriction on Disclosures

Any reports, analysis, studies, drawings, information, or data generated as a result of this Agreement are to be governed by the California Public Records Act (California Government Code Sec. 6250, et seq.).

§413. Statutes and Regulations Applicable To All Grant Contracts

- A. SUB-RECIPIENT shall comply with all applicable requirements of state, federal, county and SUB-RECIPIENT laws, executive orders, regulations, program and administrative requirements, policies and any other requirements governing this Agreement. SUB-RECIPIENT shall comply with state and federal laws and regulations pertaining to labor, wages, hours, and other conditions of employment. SUB-RECIPIENT shall comply with new, amended, or revised laws, regulations, and/or procedures that apply to the performance of this Agreement. These requirements include, but are not limited to:

1. Office of Management and Budget (OMB)

SUB-RECIPIENT shall comply with 2 Code of Federal Regulation (CFR) Part 200 (Uniform Administrative, Cost Principles, and Audit Requirements for Federal Awards).

2. Single Audit Act

If Federal funds are used in the performance of this Agreement, SUB-RECIPIENT shall adhere to the rules and regulations of the Single Audit Act, 31 USC Sec. 7501 et seq.; Title 2 Code of Federal Regulations, Part 200, Subpart F Audit Requirements; and any administrative regulation or field memos implementing the Act. When reporting under on the FY15 UASI Grant Program under the Single Audit Act, SUB-RECIPIENT shall use Catalog of Federal Domestic Assistance (CFDA) Program Number 97.067 "Homeland Security Grant Program"; Grant Identification Number 2015-00078; and identify the CITY OF SANTA ANA as the Pass-Through.

3. Americans with Disabilities Act

SUB-RECIPIENT hereby certifies that it will comply with the Americans with Disabilities Act, 42 USC §§ 12101, et seq., and its implementing regulations. SUB-RECIPIENT will provide reasonable

accommodations to allow qualified individuals with disabilities to have access to and to participate in its programs, services and activities in accordance with the provisions of the Americans with Disabilities Act. SUB-RECIPIENT will not discriminate against persons with disabilities or against persons due to their relationship to or association with a person with a disability. Any subcontract entered into by the SUB-RECIPIENT, relating to this Agreement, to the extent allowed hereunder, shall be subject to the provisions of this paragraph.

4. Political and Sectarian Activity Prohibited

None of the funds, materials, property or services provided directly or indirectly under this Agreement shall be used for any partisan political activity, or to further the election or defeat of any candidate for public office. Neither shall any funds provided under this Agreement be used for any purpose designed to support or defeat any pending legislation or administrative regulation. None of the funds provided pursuant to this Agreement shall be used for any sectarian purpose or to support or benefit any sectarian activity.

If this Agreement provides for more than \$100,000 in grant funds or more than \$150,000 in loan funds, SUB-RECIPIENT shall submit to the CITY a Certification Regarding Lobbying and a Disclosure Form, if required, in accordance with 31 USC §1352. A copy of the Certificate is attached hereto as Exhibit B. No funds will be released to SUB-RECIPIENT until the Certification is filed.

SUB-RECIPIENT shall file a Disclosure Form at the end of each calendar quarter in which there occurs any event requiring disclosure or which materially affects the accuracy of any of the information contained in any Disclosure Form previously filed by SUB-RECIPIENT. SUB-RECIPIENT shall require that the language of this Certification be included in the award documents for all sub-awards at all tiers and that all subcontractors shall certify and disclose accordingly.

5. Records Inspection

In accordance with 2 CFR §200.336, at any time during normal business hours and as often as the CITY, the U.S. Comptroller General, and/or the Auditor General of the State of California may deem necessary, SUB-RECIPIENT shall make available for examination all of its records with respect to all matters covered by this Agreement. The CITY, the U.S. Comptroller General and/or the Auditor General of the State of California shall have the authority to audit, examine and make excerpts or transcripts from records, including SUB-RECIPIENT'S invoices, materials, payrolls, records of personnel, conditions of employment and other data relating to all matters covered by this Agreement.

SUB-RECIPIENT agrees to provide any reports requested by the CITY regarding performance of the Agreement.

6. Records Maintenance

Records, in their original form, shall be maintained in accordance with requirements prescribed by the CITY with respect to all matters covered on file for all documents specified in this Agreement. Original forms are to be maintained on file for all documents specified in this Agreement. Such records shall be retained for a period of three (3) years after the date of submission of the final expenditure report by the CITY and after final disposition of all pending matters. "Pending matters" include, but are not limited to, an audit, litigation or other actions involving records. The CITY may, at its discretion, take possession of, retain and audit said records. Records, in their original form pertaining to matters covered by this Agreement, shall at all times be retained within the County of Orange unless authorization to remove them is granted in writing by the CITY.

7. Subcontracts and Procurement

SUB-RECIPIENT shall comply with the federal and SUB-RECIPIENT standards in the award of any subcontracts. For purposes of this Agreement, subcontracts shall include but not be limited to purchase agreements, rental or lease agreements, third party agreements, consultant service contracts and construction subcontracts.

SUB-RECIPIENT shall ensure that the terms of this Agreement with the CITY are incorporated into all Subcontractor Agreements. The SUB-RECIPIENT shall submit all Subcontractor Agreements to the CITY for review prior to the release of any funds to the subcontractor. The SUB-RECIPIENT shall withhold funds to any subcontractor agency that fails to comply with the terms and conditions of this Agreement and their respective Subcontractor Agreement.

8. Labor

SUB-RECIPIENT shall comply, as applicable, with the provisions of the Davis-Bacon Act (40 U.S.C. §§276a to 276a-7), the Copeland Act (40 U.S.C. §276c and 18 U.S.C. §874), the Contract Work Hours and Safety Standards Act (40 U.S.C. §§327-333), regarding labor standards for federally-assisted construction subagreements, and the Hatch Act (5 USC §§1501-1508 and 7324-7328).

SUB-RECIPIENT shall comply with the Federal Fair Labor Standards Act (29 USC §201) regarding wages and hours of employment. None of the funds shall be used to promote or deter Union/labor organizing

activities. CA Gov't Code Sec. 16645, et seq.

9. Civil Rights

SUB-RECIPIENT shall comply with all Federal statutes relating to nondiscrimination. These include but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race, color or national origin; (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §§1681- 1683, and 1685-1686), which prohibits discrimination on the basis of sex; (c) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. §794), which prohibits discrimination on the basis of handicaps; (d) The Age Discrimination act of 1975, as amended (42 U.S.C. §§6101-6107), which prohibits discrimination on the basis of age; (e) the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse; (f) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation act of 1970 (P.L. 91-616) as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism; (g) §§523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. §§290 dd-3 and 290 ee 3), as amended, relating to confidentiality of alcohol and drug abuse patient records; (h) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§3601, et seq.), as amended, relating to non-discrimination in the sale, rental or financing of housing; (i) any other nondiscrimination provisions in the specific statute(s) under which application for Federal assistance is being made; (j) the requirements of any other nondiscrimination statute(s) which may apply to the application; and (k) P.L. 93-348 regarding the protection of human subjects involved in research, development, and related activities supported by this award of assistance.

10. Environmental

SUB-RECIPIENT shall comply, or has already complied, with the requirements of Titles II and III of the Uniform relocation Assistance and Real Property Acquisition Policies Act of 1970 (P.L. 91-646) which provide for fair and equitable treatment of persons displaced or whose property is acquired as a result of Federal or federally-assisted programs. These requirements apply to all interests in real property acquired for project purposes regardless of Federal participation in purchases.

SUB-RECIPIENT shall comply with environmental standards which may be prescribed pursuant to the following: (a) institution of environmental quality control measures under the National Environmental Policy Act of 1969 (P.L. 91-190) and Executive Order (EO) 11514; (b) notification of violating facilities pursuant to EO 11738; (c) protection of wetlands pursuant to EO 11990; (d) evaluation of flood hazards in floodplains in accordance with EO

11988; (e) assurance of project consistency with the approved State management program developed under the Coastal Zone Management Act of 1972 (16 U.S.C. §§1451, et seq.); (f) conformity of Federal actions to State (Clean Air) Implementation Plans under Section 176(c) of the Clean Air Act of 1955, as amended (42 U.S.C. §§7401, et seq.); (g) protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended (P.L. 93-523); (h) protection of endangered species under the Endangered Species Act of 1973, as amended (P.L. 93205); and (i) Flood Disaster Protection Act of 1973 §102(a) (P.L. 93-234).

SUB-RECIPIENT shall comply with the Wild and Scenic Rivers Act of 1968 (16 U.S.C. §§1271, et seq.) related to protecting components or potential components of the national wild and scenic rivers system.

SUB-RECIPIENT shall comply with the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. §§4801, et seq.) which prohibits the use of lead- based paint in construction or rehabilitation of residence structures.

SUB-RECIPIENT shall comply with the Federal Water Pollution Control Act (33 U.S.C. 1251-1387) which restores and maintains the chemical, physical and biological integrity of the Nation's waters.

SUB-RECIPIENT shall comply with the Federal Clean Water Act (CWA) (33 U.S.C §1251 et seq.), which establishes the basic structure for regulating discharges of pollutants into the waters of the United States and regulating quality standards for surface waters.

SUB-RECIPIENT shall ensure that the facilities under its ownership, lease or supervision which shall be utilized in the accomplishment of this project are not listed in the Environmental Protection Agency's (EPA) list of Violating Facilities and that it will notify the Federal Grantor agency of the receipt of any communication from the Director of the EPA Office of Federal Activities indicating that a facility to be used in the project is under consideration for listing by the EPA.

By signing this Agreement, SUB-RECIPIENT ensures that it is in compliance with the California Environmental Quality Act (CEQA), Public Resources Code §21000, et seq. and is not impacting the environment negatively.

SUB-RECIPIENT shall comply with the Energy Policy and Conservation Act (P.L. 94-163, 89 Stat. 871).

11. Preservation

SUB-RECIPIENT shall comply with Section 106 of the National Historic Preservation Act of 1966, as amended (16 U.S.C. §470), EO 11593 (identification and protection of historic properties), and the Archaeological and Historic Preservation Act of 1974 (16 U.S.C. §§469a-1, et seq.).

12. Suspension and Debarment

SUB-RECIPIENT shall comply with Federal Register, Volume 68, Number 228, regarding Suspension and Debarment, and SUB-RECIPIENT shall submit a Certification Regarding Debarment required by Executive Order 12549 and any amendment thereto. Said Certification shall be submitted to the CITY concurrent with the execution of this Agreement and shall certify that neither SUB-RECIPIENT nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation in this transaction by any federal department head or agency. SUB-RECIPIENT shall require that the language of this Certification be included in the award documents for all sub-award at all tiers and that all subcontractors shall certify accordingly.

As required by Executive Orders (EO) 12549 and 12689, and 2 CFR §200.212 and codified in 2 CFR Part 180, Debarment and Suspension, SUB-RECIPIENT will provide protection against waste, fraud and abuse by debarring or suspending those persons deemed irresponsible in their dealings with the Federal government.

13. Drug-Free Workplace

SUB-RECIPIENT shall comply with the federal Drug-Free Workplace Act of 1988, 41 USC §701, 44 CFR Part 67; the California Drug-Free Workplace Act of 1990, CA Gov't Code §§ 8350-8357.

14. Financial Management

SUB-RECIPIENT will comply with 31 U.S.C §3729 which sets forth that no subgrantee, recipient or subrecipient shall submit a false claim for payment, reimbursement or advance.

15. Reporting – Accountability

SUB-RECIPIENT agrees to comply with applicable provisions of the Federal Funding Accountability and Transparency Act (FFATA) (2 CFR Chapter 1, Part 170), specifically (a) the reporting of subawards obligating \$25,000 or more in federal funds and (b) executive compensation data for first-tier subawards. This includes the provisions of FFATA, which includes requirements on executive compensation, and also requirements implementing the Act for the non-Federal entity at 2 CFR part 25 Financial Assistance Use of

Universal Identifier and Central Contractor Registration and 2 CFR part 170 Reporting Subaward and Executive Compensation Information.

SUB-RECIPIENT must also comply with statutory requirements for whistleblower protections at 10 U.S.C. §2409, 41 U.S.C. §4712, and 10 U.S.C. §2324, 41 U.S.C. §4304 and §4310 and 31 U.S.C. §6101 et seq.

16. Human Trafficking

SUB-RECIPIENT will comply with the requirements of Section 106(g) of the Trafficking Victims Protection Act (TVPA) of 2000, as amended (22 U.S.C. §7104) which prohibits grant award recipients or a subrecipient from (1) Engaging in severe forms of trafficking in persons during the period of time that the award is in effect (2) Procuring a commercial sex act during the period of time that the award is in effect or (3) Using forced labor in the performance of the award or subawards under the award.

17. Freedom of Information Act

SUB-RECIPIENT acknowledges that all information submitted in the course of applying for funding under this program or provided in the course of an entity's grant management activities which is under Federal control is subject to the Freedom of Information Act (FOIA), 5 U.S.C. §552. SUB-RECIPIENT should also consult State and local laws and regulations regarding the release of information, which should be considered when reporting sensitive matters in the grant application, needs assessment and strategic planning process.

B. Statutes and Regulations Applicable To This Particular Grant

SUB-RECIPIENT shall comply with all applicable requirements of state and federal laws, executive orders, regulations, program and administrative requirements, policies and any other requirements governing this particular grant program. SUB-RECIPIENT shall comply with new, amended, or revised laws, regulations, and/or procedures that apply to the performance of this Agreement. These requirements include, but are not limited to:

1. Title 2 Code of Federal Regulations (CFR) Part 200; EO 12372; Department of Justice (DOJ) Office of Judicial Programs (OJP) Office of the Comptroller, U.S. Department of Homeland Security, Preparedness Directorate Financial Management Guide; U.S. Department of Homeland Security, Office of Grants and Training, FY 2015 Homeland Security Grant Program –Notice of Funding Opportunity; ODP WMD Training Course Catalogue; and DOJ Office

for Civil Rights.

Standardized Emergency Management System (SEMS) requirements as stated in the California Emergency Services Act, Government Code Chapter 7 of Division 1 of Title 2, § 8607.1(e) and CCR Title 19, §§ 2445-2448.

Provisions of 44 CFR applicable to grants and cooperative agreements, including Part 18, Administrative Review Procedures; Part 20, Criminal Justice Information Systems; Part 22, Confidentiality of Identifiable Research and Statistical Information; Part 23, Criminal Intelligence Systems Operating Policies; Part 30, Intergovernmental Review of Department of Justice Programs and Activities; Part 35, Nondiscrimination on the Basis of Disability in State and Local Government Services; Part 38, Equal Treatment of Faith-based Organizations; Part 42, Nondiscrimination/Equal employment Opportunities Policies and Procedures; Part 61, Procedures for Implementing the National Environmental Policy Act; Part 63, Floodplain Management and Wetland Protection Procedures; Part 64, Floodplain Management and Wetland Protection Procedures; Federal laws or regulations applicable to federal Assistance Programs; Part 69, New Restrictions on Lobbying; Part 70, Uniform Administrative Requirements for Grants and Cooperative Agreements (including sub-awards) with Institutions of Higher Learning, Hospitals and other Non-Profit Organizations; and Part 83, Government- Wide Requirements for a Drug Free Workplace (grants).

2. Travel Expenses

SUB-RECIPIENT as provided herein may be compensated for SUB-RECIPIENT'S reasonable travel expenses incurred in the performance of this Agreement, to include travel and per diem, unless otherwise expressed. Travel including in-State and out-of-State travel shall not be reimbursed without prior written authorization from the UASI Grant Office.

SUB-RECIPIENT'S travel and per diem reimbursement costs shall be reimbursed based on the SUB-RECIPIENT'S travel policies and procedures. If SUB-RECIPIENT does not have established travel policies and procedures, SUB-RECIPIENT'S reimbursement rates shall not exceed the amounts established under 5 U.S.C 5701-11, ("Travel and Subsistence Expenses; Mileage Allowances"), or by the Administrator of General Services, or by the President (or his or her designee) pursuant to any provisions of such subchapter must apply to travel under federal awards (48 CFR 31.205-46(a)).

3. Personally Identifiable Information

SUB-RECIPIENT collecting Personally Identifiable Information (PII) must have a publically-available policy that describes what PII they collect, how they plan to use the PII, whether they share PII with third parties, and how individuals may have their PII corrected where appropriate

4. Hotel and Motel Fire Safety Act of 1990

SUB-RECIPIENT must ensure that all conference, meeting, convention, or training space funded in whole or in part with Federal funds complies with Section 6 of the fire prevention and control guidelines of the Federal Fire Prevention and Control Act of 1974, 15 U.S.C. §2225a.

5. Terrorist Financing E.O. 13224

SUB-RECIPIENT must comply with U.S. Executive Order 13224 and U.S. law that prohibit transactions with, and the provisions of resources and support to, individuals and organizations associated with terrorism.

6. USA Patriot Act of 2001

SUB-RECIPIENT must comply with the requirements of the Uniting and Strengthening America by Providing Appropriate Tools Required to Intercept and Obstruct Terrorism Act (USA Patriot Act), which amends 18 U.S.C. §§175-175c.

7. Noncompliance

SUB-RECIPIENT understands that failure to comply with any of the above assurances may result in suspension, termination or reduction of grant funds, and repayment by SUB-RECIPIENT to CITY of any unlawful expenditures.

C. Compliance With Grant Assurances

To obtain the Grant Funds, the Grantor required an authorized representative of the CITY to sign certain promises regarding the way the Grant Funds would be spent ("Grant Assurances"), attached hereto as Exhibit C. By signing these Grant Assurances, the CITY became liable to the Grantor for any funds that are used in violation of the grant requirements. SUB-RECIPIENT shall be liable to the Grantor for any funds the Grantor determines SUB-RECIPIENT used in violation of these Grant Assurances. SUB-RECIPIENT shall indemnify and hold harmless the CITY for any sums the Grantor determines SUB-RECIPIENT used in violation of the Grant Assurances.

§414. Federal, State and Local Taxes

Federal, State and local taxes shall be the responsibility of SUB-RECIPIENT as an independent party and not as a CITY employee.

§415. Inventions, Patents and Copyrights

A. Reporting Procedure for Inventions

If any project produces any invention or discovery (Invention) patentable or otherwise under title 35 of the U.S. Code, including, without limitation, processes and business methods made in the course of work under this Agreement, the SUB-RECIPIENT shall report the fact and disclose the Invention promptly and fully to the CITY. The CITY shall report the fact and disclose the Invention to the Grantor. Unless there is a prior agreement between the CITY and the Grantor, the Grantor shall determine whether to seek protection on the Invention. The Grantor shall determine how the rights in the Invention, including rights under any patent issued thereon, will be allocated and administered in order to protect the public interest consistent with the policy ("Policy") embodied in the Federal Acquisition Regulations System, which is based on Ch. 18 of title 35 U.S.C. Sections 200, et seq. (Pub. L. 95-517, Pub. L. 98-620, 37 CFR part 401); Presidential Memorandum on Government Patent Policy to the Heads of the Executive Departments and Agencies, dated 2/18/1983); and Executive Order 12591, 4/10/87, 52 FR 13414, 3 CFR, 1987 Comp., p. 220 (as amended by Executive Order 12618, 12/22/87, 52 FR 48661, 3 CFR, 1987 Comp., p. 262). SUB-RECIPIENT

hereby agrees to be bound by the Policy, and will contractually require its personnel to be bound by the Policy.

B. Rights to Use Inventions

CITY shall have an unencumbered right, and a non-exclusive, irrevocable, royalty- free license, to use, manufacture, improve upon, and allow others to do so for all government purposes, any Invention developed under this Agreement.

C. Copyright Policy

1. Unless otherwise provided by the terms of the Grantor or of this Agreement, when copyrightable material ("Material") is developed under this Agreement, the author or the CITY, at the CITY'S discretion, may copyright the Material. If the CITY declines to copyright the Material, the CITY shall have an unencumbered right, and a non-exclusive, irrevocable, royalty- free license, to use, manufacture, improve upon, and allow others to do so for all government purposes, any Material developed under this Agreement.
2. The Grantor shall have an unencumbered right, and a non-exclusive,

irrevocable, royalty-free license, to use, manufacture, improve upon, and allow others to do so for all government purposes, any Material developed under this Agreement or any Copyright purchased under this Agreement.

3. SUB-RECIPIENT shall comply with 24 CFR 85.34.

D. Rights to Data

The Grantor and the CITY shall have unlimited rights or copyright license to any data first produced or delivered under this Agreement. "Unlimited rights" means the right to use, disclose, reproduce, prepare derivative works, distribute copies to the public, and perform and display publicly, or permit others to do so; as required by 48 CFR 27.401. Where the data are not first produced under this Agreement or are published copyrighted data with the notice of 17 U.S.C. Section 401 or 402, the Grantor acquires the data under a copyright license as set forth in 48 CFR 27.404(f)(2) instead of unlimited rights. (48 CFR 27.404(a)).

E. Obligations Binding on Subcontractors

SUB-RECIPIENT shall require all subcontractors to comply with the obligations of this section by incorporating the terms of this section into all subcontracts.

§416. Minority, Women, And Other Business Enterprise Outreach Program

It is the policy of the CITY to provide minority business enterprises (MBEs), women business enterprises (WBEs) and all other business enterprises an equal opportunity to participate in the performance of all SUB-RECIPIENT contracts, including procurement, construction and personal services. This policy applies to all Contractors and Sub-Contractors.

DEFAULTS, SUSPENSION, TERMINATION, AND AMENDMENTS§501. Defaults

Should SUB-RECIPIENT fail for any reason to comply with the contractual obligations of this Agreement within the time specified by this Agreement, the CITY reserves the right to terminate the Agreement, reserving all rights under state and federal law.

§502. Amendments

Any change in the terms of this Agreement, including changes in the services to be performed by SUB-RECIPIENT and any increase or decrease in the amount of compensation which are agreed to by the CITY and SUB-RECIPIENT shall be incorporated into this Agreement by a written amendment properly executed and signed by the person authorized to bind the parties thereto.

SUB-RECIPIENT agrees to comply with all future CITY Directives, or any rules, amendments or requirements promulgated by the CITY affecting this Agreement.

VI
ENTIRE AGREEMENT

§601. Complete Agreement

This Agreement contains the full and complete Agreement between the two parties. Neither verbal agreement nor conversation with any officer or employee of either party shall affect or modify any of the terms and conditions of this Agreement.

§602. Number of Pages and Attachments

This Agreement is executed in two (2) duplicate originals, each of which is deemed to be an original. This Agreement includes twenty-five (26) pages and three (3) Exhibits which constitute the entire understanding and agreement of the parties.

IN WITNESS WHEREOF, the City and MUNICIPAL WATER DISTRICT OF ORANGE COUNTY have caused this Agreement to be executed by their duly authorized representatives on the date first set forth above.

ATTEST:

CITY OF SANTA ANA, a municipal
Corporation of the State of California

By: _____
Maria D. Huizar
Clerk of the Council

By: _____
David Cavazos
City Manager

RECOMMENDED FOR APPROVAL:

By: _____
Carlos Rojas
Chief of Police

SUB-RECIPIENT
MUNICIPAL WATER DISTRICT OF
ORANGE COUNTY

APPROVED AS TO FORM:

By: Kelly Hubbard

Printed Name Kelly Hubbard

Title Emergency Manager

By: _____
Laura Rossini
Senior Assistant City Attorney

APPROVED AS TO FORM

By: _____

Printed Name _____

Title _____

EXHIBIT A
CERTIFICATION REGARDING DEBARMENT, SUSPENSION AND OTHER
RESPONSIBILITY MATTERS

Applicants should refer to the regulations cited below to determine the certification to which they are required to attest. Applicants should also review the instructions for certification included in the regulations before completing this form. Signature of this form provides for compliance with certification requirements under the applicable CFR covering New Restrictions on Government-wide Debarment and Suspension (Nonprocurement). The certification shall be treated as a material representation of fact upon which reliance will be placed when the Agency determines to award the covered transaction or cooperative agreement.

As required by Executive Order 12549, Debarment and Suspension, and implemented under the applicable CFR, for prospective participants in covered transactions, as defined in the applicable CFR

A. The applicant certifies that it and its principals:

- (a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, sentenced to a denial of Federal benefits by a State or Federal court, or voluntarily excluded from covered transactions by any Federal department or agency;
- (b) Have not within a three-year period preceding this application been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
- (c) Are not presently indicted for or otherwise criminally or civilly charged by a government entity (Federal State or local) with commission of any of these offenses enumerated in paragraph (1) (b) of this certification; and
- (d) Have not within a three-year period preceding this application had one or more public transactions (Federal, State or local) terminated for cause or default; and

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


Authorized Agent Signature

Kelly Hubbard
Printed or Typed Name

Emergency Manager
Title

Address: 18700 Ward St.

Fountain Valley, CA

92708

INSTRUCTIONS FOR CERTIFICATION

1. By signing and submitting this document, the prospective recipient of Federal assistance funds is providing the certification as set out below.
2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective recipient of Federal assistance funds knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
3. The prospective recipient of Federal assistance funds shall provide immediate written notice to the person to whom this agreement is entered, if at any time the prospective recipient of Federal assistance funds learns that its certification was erroneous, when submitted or has become erroneous by reason of changed circumstances.
4. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549.
5. The prospective recipient of Federal assistance funds agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.
6. The prospective recipient of Federal assistance funds further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion Lower Tier Covered Transactions," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the List of Parties Excluded from Procurement or Non Procurement Programs.
8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
9. Except for transactions authorized under Paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

EXHIBIT B
CERTIFICATION REGARDING LOBBYING
Certification for Contracts, Grants, Loans
and Cooperative Agreements

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

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan or cooperative agreement.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form LLL "Disclosure Form to Report Lobbying" in accordance with its instructions.
3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.
4. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352 Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

AGREEMENT NUMBER

Municipal Water District of Orange County
CONTRACTOR/BORROWER/AGENCY

Kelly Hubbard, Emergency Manager
NAME AND TITLE OF AUTHORIZED REPRESENTATIVE

Kelly Hubbard 2-22-16
SIGNATURE DATE

EXHIBIT C
California Governor's Office of Emergency Services
FY 2015 Grant Assurances
(For All Cal OES Federal Grant Programs)

Name of Applicant: Municipal Water District of Orange County
Address: 18700 Ward St.
City: Fountain Valley State: CA Zip Code: 92708
Telephone Number: 714-5931-5010 Fax Number: 714-964-9389
E-Mail Address: Khubbard@mwdoc.com

As the duly authorized representative of the Applicant, I hereby certify that the Applicant has the legal authority to apply for Federal assistance and the institutional, managerial and financial capability (including funds sufficient to pay any non-Federal share of project cost) to ensure proper planning, management and completion of the project described in this application, within prescribed timelines.

I further acknowledge that the Applicant is responsible for reviewing and adhering to all requirements within the:

- (a) Applicable Federal Regulations (see below);
- (b) Federal Program Notice of Funding Opportunity (NOFO);
- (c) California Supplement to the NOFO; and
- (d) Federal and State Grant Program Guidelines.

Federal Regulations

Government cost principles, uniform administrative requirements and audit requirements for federal grant programs are housed in Title 2, Part 200 of the Code of Federal Regulations (CFR) and in updates issued by the Office of Management and Budget (OMB) on <http://www.whitehouse.gov/omb/>.

Significant state and federal grant award requirements (some of which appear in the documents listed above) are called out below. The Applicant hereby agrees to comply with the following:

1. Proof of Authority

The Applicant will obtain written authorization from the city council, governing board or authorized body in support of this project. This written authorization must specify that the Applicant and the city council, governing board or authorized body agree:

- (a) To provide all matching funds required for said project and that any cash match will be appropriated as required.
- (b) That any liability arising out of the performance of this agreement shall be the responsibility of the Applicant and the city council, governing board or authorized body.
- (c) That grant funds shall not be used to supplant expenditures controlled by the city council, governing board or authorized body.
- (d) That the official executing this agreement is, in fact, authorized to do so.

This Proof of Authority must be maintained on file and readily available upon demand.

2. Period of Performance

The Applicant will initiate work after approval of the award and complete all work within the period of performance specified in the grant.

3. Lobbying and Political Activities

As required by Section 1352, Title 31 of the U.S. Code (U.S.C.), for persons entering into a contract, grant, loan or cooperative agreement from an agency or requests or receives

from an agency a commitment providing for the United States to insure or guarantee a loan, the Applicant certifies that:

- (a) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- (b) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions.
- (c) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

The Applicant will also comply with provisions of the Hatch Act (5 U.S.C. §§1501-1508 and §§7324-7328) which limit the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.

Finally, the Applicant agrees that Federal funds will not be used, directly or indirectly, to support the enactment, repeal, modification or adoption of any law, regulation or policy without the express written approval from the California Governor's Office of Emergency Services (Cal OES) or the Federal awarding agency.

4. Debarment and Suspension

As required by Executive Orders (EO) 12549 and 12689, and 2 CFR §200.212 and codified in 2 CFR Part 180, Debarment and Suspension, the Applicant will provide protection against waste, fraud and abuse by debarring or suspending those persons deemed irresponsible in their dealings with the Federal government. The Applicant certifies that it and its principals:

- (a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
- (b) Have not within a three-year period preceding this application been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
- (c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (2)(b) of this certification; and
- (d) Have not within a three-year period preceding this application had one or more public transaction (Federal, State, or local) terminated for cause or default.

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

5. Non-Discrimination and Equal Employment Opportunity

The Applicant will comply with all Federal statutes relating to non-discrimination. These include, but are not limited to, the following:

- (a) Title VI of the Civil Rights Act of 1964 (Public Law (P.L.) 88-352 and 42 U.S.C. §2000d et. seq.) which prohibits discrimination on the basis of race, color or national origin and requires that recipients of federal financial assistance take reasonable steps to provide meaningful access to persons with limited English proficiency (LEP) to their programs and services;
- (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §§1681-1683, and 1685-1686), which prohibits discrimination on the basis of sex;
- (c) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. §794), which prohibits discrimination on the basis of handicaps;
- (d) Americans with Disabilities Act (ADA) of 1990, which prohibits discrimination on the basis of disability, as well as all applicable regulations and guidelines issued pursuant to ADA (42 U.S.C. 12101, et seq.);
- (e) Age Discrimination Act of 1975, as amended (42 U.S.C. §§6101-6107), which prohibits discrimination on the basis of age;
- (f) Drug Abuse Office and Treatment Act of 1972) (P.L. 92-255), as amended (P.L. 96-181), relating to nondiscrimination on the basis of Treatment or recovery from drug abuse;
- (g) Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism;
- (h) Sections 523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. §§290 dd-3 and 290 ee 3), as amended, relating to confidentiality of alcohol and drug abuse patient records;
- (i) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §3601 et seq.), as amended, relating to nondiscrimination in the sale, rental or financing of housing;
- (j) EO 11246, which prohibits federal contractors and federally assisted construction contractors and subcontractors, who do over \$10,000 in Government business in one year from discriminating in employment decisions on the basis of race, color, religion, sex, or national origin;
- (k) EO 11375, which bans discrimination on the basis of sex in hiring and employment in both the United States federal workforce and on the part of government contractors;
- (l) California Public Contract Code §10295.3, which addresses discrimination based on domestic partnerships;
- (m) Any other nondiscrimination provisions in the specific statute(s) under which application for Federal assistance is being made; and
- (n) The requirements of any other nondiscrimination statute(s) which may apply to the application.

In addition to the items listed in (a) through (n), the Applicant will comply with California's Fair Employment and Housing Act (FEHA). FEHA prohibits harassment and discrimination in employment because of race, color, religion, sex, gender, gender identity, gender expression, sexual orientation, marital status, national origin, ancestry, mental and physical disability, medical condition, age, pregnancy, denial of medical and family care leave, or pregnancy disability leave (California Government Code sections 12940, 12945, 12945.2) and/or retaliation for protesting illegal discrimination related to one of these categories, or for reporting patient abuse in tax supported institutions.

6. Drug-Free Workplace

As required by the Drug-Free Workplace Act of 1988 (41 U.S.C. §701 et seq.), the Applicant certifies that it will or will continue to provide a drug-free workplace and a drug-free awareness program as outlined in the Act.

7. Environmental Standards

The Applicant will comply with State and Federal environmental standards which may be prescribed pursuant to the following, as applicable:

- (a) California Environmental Quality Act (CEQA) (California Public Resources Code §§21000-21177), to include coordination with the city or county planning agency;
- (b) CEQA Guidelines (California Code of Regulations, Title 14, Division 6, Chapter 3, §§15000-15387);
- (c) Federal Clean Water Act (CWA) (33 U.S.C. §1251 et seq.), which establishes the basic structure for regulating discharges of pollutants into the waters of the United States and regulating quality standards for surface waters.
- (d) Institution of environmental quality control measures under the National Environmental Policy Act of 1969 (P.L. 91-190) and Executive Orders (EO) on the Environmental Justice Act (EO 12898) and Environmental Quality (EO 11514);
- (e) Notification of Environmental Protection Agency (EPA) violating facilities pursuant to EO 11738;
- (f) Protection of wetlands pursuant to EO 11990;
- (g) Evaluation of flood hazards in floodplains in accordance with EO 11988;
- (h) Assurance of project consistency with the approved State management program developed under the Coastal Zone Management Act of 1972 (16 U.S.C. §1451 et seq.);
- (i) Conformity of Federal actions to State (Clean Air) Implementation Plans under Section 176(c) of the Clean Air Act of 1955, as amended (42 U.S.C. §7401 et seq.);
- (j) Protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended (P.L. 93-523);
- (k) Protection of endangered species under the Endangered Species Act of 1973, as amended (P.L. 93-205);
- (l) Wild and Scenic Rivers Act of 1968 (16 U.S.C. §1271 et seq.) related to protecting components or potential components of the national wild and scenic rivers system.

Finally, the Applicant shall not be: 1) in violation of any order or resolution promulgated by the State Air Resources Board or an air pollution district; 2) subject to a cease and desist order pursuant to §13301 of the California Water Code for violation of waste discharge requirements or discharge prohibitions; or 3) finally determined to be in violation of federal law relating to air or water pollution.

8. Audits

For subrecipients expending \$750,000 or more in Federal grant funds annually, the Applicant will cause to be performed the required financial and compliance audits in accordance with the Single Audit Act Amendments of 1996 and Title 2 of the Code of Federal Regulations, Part 200, Subpart F Audit Requirements.

9. Access to Records

In accordance with 2 CFR §200.336, the Applicant will give the awarding agency, the Comptroller General of the United States and, if appropriate, the State, through any authorized representative, access to and the right to examine all records, books, papers, or documents related to the award. The Applicant will require any subrecipients,

contractors, successors, transferees and assignees to acknowledge and agree to comply with this provision.

10. Conflict of Interest

The Applicant will establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest, or personal gain.

11. Financial Management

False Claims for Payment

The Applicant will comply with 31 U.S.C §3729 which sets forth that no subgrantee, recipient or subrecipient shall submit a false claim for payment, reimbursement or advance.

12. Reporting - Accountability

The Applicant agrees to comply with applicable provisions of the Federal Funding Accountability and Transparency Act (FFATA) (2 CFR Chapter 1, Part 170), specifically (a) the reporting of subawards obligating \$25,000 or more in federal funds and (b) executive compensation data for first-tier subawards. This includes the provisions of FFATA, which includes requirements on executive compensation, and also requirements implementing the Act for the non-Federal entity at 2 CFR part 25 Financial Assistance Use of Universal Identifier and Central Contractor Registration and 2 CFR part 170 Reporting Subaward and Executive Compensation Information.

The Applicant also must comply with statutory requirements for whistleblower protections at 10 U.S.C. §2409, 41 U.S.C. §4712, and 10 U.S.C. §2324, 41 U.S.C. §4304 and §4310 and 31 U.S.C. §6101 et seq.

13. Human Trafficking

The Applicant will comply with the requirements of Section 106(g) of the Trafficking Victims Protection Act (TVPA) of 2000, as amended (22 U.S.C. §7104) which prohibits grant award recipients or a subrecipient from (1) Engaging in severe forms of trafficking in persons during the period of time that the award is in effect (2) Procuring a commercial sex act during the period of time that the award is in effect or (3) Using forced labor in the performance of the award or subawards under the award.

14. Labor Standards

The Applicant will comply with the following federal labor standards:

- (a) Comply with the provisions of the Davis-Bacon Act (40 U.S.C. §§276a to 276a-7), as applicable, and the Copeland Act (40 U.S.C. §3145 and 18 U.S.C. §874) and the Contract Work Hours and Safety Standards Act (40 U.S.C. §§327-333), regarding labor standards for federally-assisted construction contracts or subcontracts.
- (b) Comply with the Federal Fair Labor Standards Act (29 U.S.C. §201 et al.) as they apply to employees of institutes of higher learning (IHE), hospitals and other non-profit organizations.

15. Worker's Compensation

The Applicant must comply with provisions which require every employer to be insured against liability for Worker's Compensation before commencing performance of the work of this Agreement, as per California Labor Code §3700.

16. Property-Related

If applicable to the type of project funded by this Federal award, the Applicant will:

- (a) Comply the requirements of Titles II and III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (P.L. 91-646) which provide for fair and equitable treatment of persons displaced or whose property is acquired as a result of Federal or federally-assisted programs. These requirements apply to all interests in real property acquired for project purposes regardless of Federal participation in purchase.
- (b) Comply with flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973 (P.L. 93-234) which requires subrecipients in a special flood hazard area to participate in the program and to purchase flood insurance if the total cost of insurable construction and acquisition is \$10,000 or more.
- (c) Assist the awarding agency in assuring compliance with Section 106 of the National Historic Preservation Act of 1966, as amended (16 U.S.C. §470), EO 11593 (identification and protection of historic properties), and the Archaeological and Historic Preservation Act of 1974 (16 U.S.C. §469a-1 et seq.).
- (d) Comply with the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. §4831 and 24 CFR Part 35) which prohibits the use of lead-based paint in construction or rehabilitation of residence structures.

17. Certifications Applicable Only to Federally-Funded Construction Projects

For all construction projects, the Applicant will:

- (a) Not dispose of, modify the use of, or change the terms of the real property title or other interest in the site and facilities without permission and instructions from the awarding agency. Will record the Federal awarding agency directives and will include a covenant in the title of real property acquired in whole or in part with Federal assistance funds to assure nondiscrimination during the useful life of the project.
- (b) Comply with the requirements of the awarding agency with regard to the drafting, review and approval of construction plans and specifications.
- (c) Provide and maintain competent and adequate engineering supervision at the construction site to ensure that the complete work conforms with the approved plans and specifications and will furnish progressive reports and such other information as may be required by the assistance awarding agency or State.

18. Freedom of Information Act

The Applicant acknowledges that all information submitted in the course of applying for funding under this program or provided in the course of an entity's grant management activities which is under Federal control is subject to the Freedom of Information Act (FOIA), 5 U.S.C. §552. The Applicant should also consult its own State and local laws and regulations regarding the release of information, which should be considered when reporting sensitive matters in the grant application, needs assessment and strategic planning process.

19. California Public Records Act

The Applicant acknowledges that all information submitted in the course of applying for funding under this program or provided in the course of an entity's grant management activities may be subject to the California Public Records Act (California Government Code §§6250-6276.48), which requires inspection and/or disclosure of governmental records to the public upon request, unless exempted by law.

HOMELAND SECURITY GRANT PROGRAM - PROGRAM SPECIFIC ASSURANCES / CERTIFICATIONS

20. Personally Identifiable Information

Subrecipients collecting Personally Identifiable Information (PII) must have a publically-available policy that describes what PII they collect, how they plan to use the PII, whether they share PII with third parties, and how individuals may have their PII corrected where appropriate.

21. Disposition of Equipment

When original or replacement equipment acquired under this award is no longer needed for the original project or program or for other activities currently or previously supported by the Department of Homeland Security/Federal Emergency Management Agency, subrecipients must request instructions from Cal OES on proper disposition of equipment.

22. Reporting Accusations and Findings of Discrimination

If, during the past three years, the subrecipient has been accused of discrimination on the grounds of race, color, national origin (including limited English proficiency), sex, age, disability, religion, or familial status, the subrecipient must provide a list of all such proceedings, pending or completed, including outcome and copies of settlement agreements to Cal OES for reporting to the DHS awarding office and the DHS Office of Civil Rights and Civil Liberties.

If any court or administrative agency makes a finding of discrimination on grounds of race, color, national origin (including limited English proficiency), sex, age, disability, religion or familial status against the subrecipient, or the subrecipient settles a case or matter alleging such discrimination, subrecipients must forward a copy of the complaint and findings to Cal OES for forwarding to the DHS Component and/or awarding office.

The United States has the right to seek judicial enforcement of these obligations.

23. Acknowledgement of Federal Funding from DHS and Use of DHS Seal, Logo and Flags

All subrecipients must acknowledge their use of federal funding when issuing statements, press releases, requests for proposal, bid invitations, and other documents describing projects or programs funded in whole or in part with federal funds.

All subrecipients must obtain DHS's approval prior to using DHS seal(s), Logos, crests or reproductions of DHS agency officials, including use of the United States Coast Guard seal, logo, crests or reproductions of flags or likenesses of Coast Guard officials.

24. Copyright

All subrecipients must affix the applicable copyright notices of 17 U.S.C. §§401 or 402 and an acknowledgement of Government sponsorship (including award number) to any work first produced under Federal financial assistance awards, unless the work includes any information that is otherwise controlled by the Government (e.g., classified information or other information subject to national security or export control laws or regulations).

25. Energy Policy and Conservation Act

All subrecipients must comply with the requirements of 42 U.S.C. §6201 which contain policies relating to energy efficiency that are defined in the state energy conservation plan issues in compliance with this Act.

26. Hotel and Motel Fire Safety Act of 1990

All subrecipients must ensure that all conference, meeting, convention, or training space funded in whole or in part with Federal funds complies with Section 6 of the fire prevention

and control guidelines of the Federal Fire Prevention and Control Act of 1974, 15 U.S.C. §2225a.

27. Terrorist Financing E.O. 13224

All subrecipients must comply with U.S. Executive Order 13224 and U.S. law that prohibit transactions with, and the provisions of resources and support to, individuals and organizations associated with terrorism. It is the legal responsibility of subrecipients to ensure compliance with the E.O. and laws.

28. USA Patriot Act of 2001

All subrecipients must comply with the requirements of the Uniting and Strengthening America by Providing Appropriate Tools Required to Intercept and Obstruct Terrorism Act (USA Patriot Act), which amends 18 U.S.C. §§175-175c.

IMPORTANT

The purpose of the assurance is to obtain federal and state financial assistance, including any and all federal and state grants, loans, reimbursement, contracts, etc. The Applicant recognizes and agrees that state financial assistance will be extended based on the representations made in this assurance. This assurance is binding on the Applicant, its successors, transferees, assignees, etc. Failure to comply with any of the above assurances may result in suspension, termination, or reduction of grant funds.

All appropriate documentation, as outlined above, must be maintained on file by the Applicant and available for Cal OES or public scrutiny upon request. Failure to comply with these requirements may result in suspension of payments under the grant or termination of the grant or both and the subrecipient may be ineligible for award of any future grants if the Cal OES determines that any of the following has occurred: (1) the recipient has made false certification, or (2) violates the certification by failing to carry out the requirements as noted above.

All of the language contained within this document must be included in the award documents for all subawards at all tiers, including contracts under grants and cooperative agreements and subcontracts.

The undersigned represents that he/she is authorized by the above named applicant to enter into this agreement for and on behalf of the said applicant.

Signature of Authorized Agent: _____

Printed Name of Authorized Agent: _____

Title: _____

Date: _____

ATTACHMENT B

FY 2015 Urban Areas Security Initiative Grant Program Anaheim/Santa Ana UASI Sub- Recipient Grant Guide Standard Operating Procedures, Policies and Forms



FY2015 Urban Areas Security Initiative Grant Program

Anaheim / Santa Ana UASI Sub-Recipient Grant Guide Standard Operating Procedures, Policies, and Forms

November 2015
Version 1

PURPOSE AND ORGANIZATION OF THIS GUIDE

The FY2015 Urban Areas Security Initiative Grant Program Sub-Recipient Grant Guide is a reference for agencies receiving federal funds through the Anaheim/Santa Ana UASI Offices. The Guide will help sub-recipients understand and meet the financial, administrative, and audit requirements for the use of these funds. The primary source documentation for these requirements is the U.S. Department of Homeland Security "Fiscal Year 2015 Homeland Security Grant Program (HSGP) Notice of Funding Opportunity (NOFO)", the California Governor's Office of Emergency Services "Fiscal Year 2015 Homeland Security Grant Program: California Supplement to Federal Notice of Funding Opportunity", and 2 CFR Part 200 "Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards". Please see page seven of this guide for links to the above mentioned guidance and regulations.

Sub-recipients must meet certain requirements to receive funding from federally funded grant programs. The requirements contained in this Guide are not all-inclusive. In addition, other source materials will be referenced. Sub-recipients are encouraged to contact the Anaheim/Santa Ana UASI Offices for clarification of any requirements.

TABLE OF CONTENTS

Part 1- FY15 UASI Grant Overview

Overview	4
FY15 HSGP Priorities	5
FY15 Anaheim/Santa Ana UASI Investment Justifications	5
Urban Area Working Group (UAWG) Overview	6
Grant Performance Period & Grant Identification	6
Federal and State Guidelines	7
Anaheim/Santa Ana UASI Regions	7

Part 2 - Pre-Award Guidelines

Agreements/Eligibility Packets	8
Deadline to Submit Completed Packets	8

Part 3 - Project Application Guidelines

Overview	9
Supplanting	9
Project Application Process	9
Environmental and Historic Preservation Requirements	10
Notification of Awards	10
Project Modifications	10

Part 4 – Reporting Requirements, Procurement, and Reimbursements

Quarterly Reporting Requirements	11
Procurement Standards and Methods	11
Reasonableness, Conflict of Interest, and Required State Approvals	12
Documentation and Performance Bonds	12
Indirect Costs (Facilities & Administration)	13
Training Program Overview, Process, & Guidelines	14
Exercise Overview	15
Reimbursement Guidelines & Deadline	16

Part 5 - Financial and Equipment Monitoring Requirements

Monitoring Overview	17
Physical Inventory	17
Maintenance and Disposal	19

Part 6 – Closeout Procedures

Notification of Closeout	21
Record Retention	21

Part 7 – Conclusion

22

Anaheim/Santa Ana UASI Grant Office Contact Information

Mailing Addresses:

Anaheim Police Department
UASI Grant Office
425 S. Harbor Blvd
Anaheim, CA 92805
Fax (714-765-1616)

Santa Ana Police Department
Homeland Security Division
60 Civic Center Plaza
Santa Ana, CA 92702
Fax (714) 245-8118

UASI Grant Office Contact Information:

Cmdr. Kenneth Gominsky, Jr.
Office (714)245-8040
kgominsky@santa-ana.org

Lt. Jeff Hemerson
Office (714) 765-1574
jhemerson@anaheim.net

Sgt. Brad Hadley
Office (714) 245-8720
bhadley@santa-ana.org

Kerrstyn Vega (Fiscal/Grant Coordinator)
Office (714) 765-1919
kvega@anaheim.net

Lauren Copeland (Fiscal/Projects)
Office (714) 245-8739
lcpeland@santa-ana.org

Ofc. Otto Laufer (Equipment)
Office (714) 245-8737
olaufer@santa-ana.org

BC Tim Adams (Anaheim Fire)
Mobile: (714) 412-8045
tadams@anaheim.net

Ofc. Brian Booker (Monitoring)
Office (714) 245-8723
bbooker@santa-ana.org

BC Marc Stone (OCFA)
Office (714) 573-6056
MarcStone@ocfa.org

Angelica Quiroz (Clerical)
Office (714) 245-8671
aquiroz@santa-ana.org

Part 1 –FY15 UASI Grant Overview

Overview

The Homeland Security Grant Program (HSGP) is comprised of three interconnected grant programs.

- State Homeland Security Program (SHSP)
- Urban Areas Security Initiative (UASI)
- Operation Stonegarden (OPSG)

The HSGP is one tool among a comprehensive set of measures authorized by Congress and implemented by the Administration to help strengthen the nation against risks associated with potential terrorist attacks. Under the HSGP the cities of Anaheim and Santa Ana were selected as core cities for the Orange County Metropolitan Area and are responsible for the management and administration of the UASI Grant Program.

The UASI grant program is designed to address the unique planning, equipment, training and exercise needs of high-threat, high-density Urban Areas, and assist them in building an enhanced and sustainable capacity to prevent, protect against, respond to, and recover from acts of terrorism. The UASI grant program, as part of the HSGP, is meant to support the Federal government's larger, coordinated effort to strengthen homeland security preparedness. The HSGP implements objectives addressed in a series of post 9/11 laws, strategy documents, plans, and Homeland Security Presidential Directives (HSPDs). Of particular significance is the National Preparedness Goal (NPG) and its associated work products. The Goal defines what it means for the whole community to be prepared for all types of disasters and emergencies. The Goal addresses the following five mission areas: to prevent, protect, mitigate, respond to and recover from terrorist attacks and catastrophic natural disasters. In addition to stating the goal, the document describes 31 activities, called core capabilities, which address the greatest risks to the nation.

As described in the Goal, the 31 core capabilities are the distinct critical elements necessary for our success. They are highly interdependent and will require us to use existing preparedness networks and activities, improve training and exercise programs, promote innovation, and ensure that the administrative, finance, and logistics systems are in place to support these capabilities. The capabilities are grouped into the five mission areas, with some capabilities aligning under one mission area, and others applying to several mission areas.

Projects funded through the Anaheim/Santa Ana UASI should be developed using a capabilities-based planning approach and make use of the "*Core Capabilities*" (<http://www.fema.gov/pdf/prepared/crosswalk.pdf>), keeping in mind a capability may be delivered with any combination of properly planned, organized, equipped, trained and exercised personnel that achieve the intended outcome. Just as no single agency/jurisdiction would be expected to perform every task, neither would they be expected to have sufficient levels of every capability needed for a major event. Requirements that exceed an entity's capabilities would be secured through mutual aid or formal requests for assistance from other levels of government. This concept is the basis for strengthening regional planning, coordination, and resource sharing to prepare for catastrophic events. A key factor in determining what projects will be funded is the ability of the project to achieve a regional capability.

The FY2015 UASI program is intended to enhance regional preparedness efforts. Urban Areas **must** use these funds to employ regional approaches to overall preparedness and are encouraged to adopt regional response structures whenever appropriate. UASI program implementation and governance must include regional partners and should have balanced representation among entities with operational responsibilities for prevention, protection, mitigation, response, and recovery activities within the region.

In an effort to assist the urban area's sub-recipients in understanding how to apply for funding and seek reimbursement for approved expenditures, the Anaheim/Santa Ana UASI grant office has developed a guide. The purpose of the Anaheim/Santa Ana Sub-Recipient Grant Guide is to provide: (1) an overview of the UASI grant program; (2) pre-award guidelines; (3) project application process; (4) reporting, procurement, and reimbursement requirements; (5) financial and equipment monitoring guidelines.

FY15 Homeland Security Grant Program Priorities

- Build, sustain, and deliver core capabilities in order to achieve the National Preparedness Goal of a secure and resilient Nation; HSGP funded investments must have a terrorism-nexus.
- National areas for improvement identified in the 2014 National Preparedness Report
 - Cyber Security
 - Infrastructure Systems
 - Health and Social Services
 - Housing
 - Long-term Vulnerability Reduction
- Address gaps identified through the annual State Preparedness Report (SPR) in achieving capability targets set through the annual THIRA.

FY15 Anaheim/Santa Ana UASI Projects

In accordance with the ongoing projects, HSGP Guidance, National Preparedness Guidance, and the Anaheim/Santa Ana UASI Grants Strategy, the following are projects proposed in the FY15 Investment Justifications:

+Project A - Strengthen Interoperable Communications Dispatch Radio Consoles for P25 Compliance Upgrade

+Project C - Strengthen CBRNE Detection, Response, and Decontamination Capability Replenish Dosimeters for Fire; Replenish Personal Protective Equipment (PPE); Maintenance of FLIR equipment; OCSD Bomb Squad Robot Upgrades

+Project D - Enhance Information Collection, Analysis, & Dissemination Sustain Automated License Plate Recognition (ALPR) Program

+Project E - Improve and Expand Critical Infrastructure Protection Sustain Orange County Civic Center Video Surveillance System

+Project F – Enhance Catastrophic Incident Planning, Response, and Recovery Portable Fuel Trailers and Camlocks/Cabling

+Project G - Citizen Preparedness and Participation Enhance the Ready OC Preparedness

Campaign and the “If You See Something, Say Something” Citizen Preparedness Campaign through 2016.

+Project H - Homeland Security Training Program Continue conducting Regional Homeland Security Training Program, including, but not limited to: Tactical Emergency Casualty Care for Law Enforcement, Immediate Action Team (IAT) Refresher, ICS 300, ICS 400, Unified Response to Active Shooter Incidents, and approved regional Fire training course.

+Project I - Homeland Security Exercise Program Continue conducting Regional Homeland Security Exercise Program

+Project J - Enhance Regional Intelligence and Counter Terrorism Efforts Continue funding Analyst and Program Manager Salaries at OCIAC, proficiency training for Intelligence Analysts, and the following equipment needs: social media monitoring, analytical research systems, and data sources.

+Project L - Management & Administration Cover salaries, meeting costs, and travel expenditures related to grant management and administration.

Anaheim/ Santa Ana Urban Area Working Group (UAWG)

Homeland Security grants guidelines specifically require the formation of an Urban Area Working Group to “coordinate the development and implementation of all program initiatives”. The federal guidance requires the use of existing working groups and committees to plan and implement grant related activities and to coordinate grant resources. In order to accomplish this task, the Urban Area Working Group (UAWG) functions as the primary advisory body to the Anaheim/Santa Ana Urban Area Steering Committee.

The mission of the UAWG is to provide recommendations to the Steering Committee through the identification, prioritization and development of a standardized, regional, all-hazards approach to increase preparedness, prevention, protection, response, and recovery capabilities through the coordinated, collaborative efforts of multi-jurisdictional, multi-disciplined representatives from the Orange County Operational Area. The UAWG will be responsible for coordinating the development and implementation of all program initiatives and act in an advisory capacity to the Steering Committee regarding activities related to the Urban Areas Security Initiative (UASI).

FY15 UASI Grant Performance Period

The California Governor’s Office of Emergency Services’ Performance Period for the Anaheim/ Santa Ana Urban Area is September 1, 2015 to May 31, 2018. However, the Sub-Recipient Performance Period for the FY15 UASI Grant Program is **November 18, 2015 to April 30, 2018.**

UASI Grant CFDA #: 97.067 UASI Grant #: 2015-00078 FIPS#: 059-95010

FY15 Anaheim/Santa Ana UASI Award: \$4,400,000

Federal Grant Guidance:

- FY2015 Homeland Security Grant Program (HSGP) Notice of Funding Opportunity (http://www.fema.gov/media-library-data/1429291822887-7f203c9296fde6160b727475532c7796/FY2015HSGP_NOFO_v3.pdf)

California State Grant Guidance:

- California Governor's Office of Emergency Services FY15 Homeland Security Grant Program California Supplemental Guidance (<http://www.caloes.ca.gov/GrantsManagementSite/Documents/FY%202015-%20HSGP%20State%20Guidance.pdf>)

Administrative, Cost Principles, and Audit Guidelines:

- 2 CFR Part 200 "Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards" (<http://www.gpo.gov/fdsys/pkg/FR-2013-12-26/pdf/2013-30465.pdf>)

**All grant rules and regulations have been consolidated into one document, effective December 26, 2014

Agencies Covered by the FY15 UASI Grant Program*

Anaheim	La Habra	Placentia
Aliso Viejo	La Palma	Rancho Santa Margarita
Brea	Laguna Beach	San Clemente
Buena Park	Laguna Hills	San Juan Capistrano
Calif. State University, Fullerton	Laguna Niguel	Santa Ana (Lead)
Costa Mesa	Laguna Woods	Santa Ana Unified School District
Cypress	Lake Forest	Seal Beach
Dana Point	Los Alamitos	Stanton
Fountain Valley	Mission Viejo	Tustin
Fullerton	Newport Beach	University of California, Irvine
Garden Grove	Orange	Villa Park
Huntington Beach	Orange County	Westminster
Irvine	Orange County Fire Authority	Yorba Linda
		Municipal Water District of Orange County

*In FY04 and FY05 UASI Grants, Anaheim and Santa Ana each had their own UASI Grant award. DHS combined cities starting with the FY06 UASI Grant. In even years (06, 08, 10, 12, 14) Anaheim is the lead fiscal agent and in odd years (07, 09, 11, 13, 15) Santa Ana is the lead fiscal agent.

Part 2 – Pre-Award Guidelines

All members of the Anaheim / Santa Ana Urban Area are considered sub-recipients and are eligible to submit an application for project funding to the Anaheim / Santa Ana UASI for grant funds. Prior to submitting an application each sub-recipient must establish their eligibility to receive grant funds by submitting an eligibility package. The eligibility packet must include:

- The FY15 Anaheim/Santa Ana UASI Agreement
- Signed Grant Assurances
- Signed Certifications Regarding Lobbying; Debarment, Suspension and Other Responsibility Matters; And Drug-Free Workplace Requirements
- Copy of City Council Minutes, Governing Body Resolution, or equivalent accepting FY15 UASI Grant Funds
- Copy of Sub-Recipient's Procurement Policy
- Copy Sub-Recipient's Travel Policy
- Copy of Sub-Recipient's Equipment Control and Disposition Policy
- Copy of 2014/2015 Single Audit Report (If the sub-recipient expends more than \$750,000 in federal assistance they must perform a single audit and provide a copy of the audit results to the Anaheim/Santa Ana UASI Grant Office. The \$750,000 threshold in federal assistance is an aggregate total and is not limited only to UASI funds. Refer to 2 CFR 200.501)

Sub-recipients may not sub-award Anaheim/Santa Ana UASI funds awarded to them. UASI funds may only be used to reimburse sub-recipients for allowable grant expenditures that have received prior approval from the Anaheim/Santa Ana grant office.

Deadline to Submit Eligibility Packet and Agreement:

A completed packet, including all of the above listed documentation, MUST be turned into the Santa Ana UASI Grant Office, no later than **Friday, April 1, 2016.**

Part 3 – Project Application Guidelines

Overview

In an effort to gather the information required to document the allocation of UASI grant funds and to collect the information necessary to accurately record how the funds will be utilized, all sub-recipients are required to submit an “Application for Project Funding” prior to being authorized to expend funds for which they will be reimbursed. A copy of the “Application for Project Funding” can be found on the compact disc (CD) provided with this guide.

The Application for Project Funding is comprised of 10 sections designed to collect the information necessary to determine:

- 1) what capability(ies) the project is designed to establish or enhance;
- 2) if the project supports the urban areas strategy, THIRA, and State Preparedness Report;
- 3) how much the project will cost;
- 4) how the project will be implemented; and
- 5) how the project will be sustained.

Supplanting

Grant funds must be used to supplement existing funds, not replace (supplant) funds that have been appropriated for the same purpose.

Project Application Process

The project funding application process is outlined below:

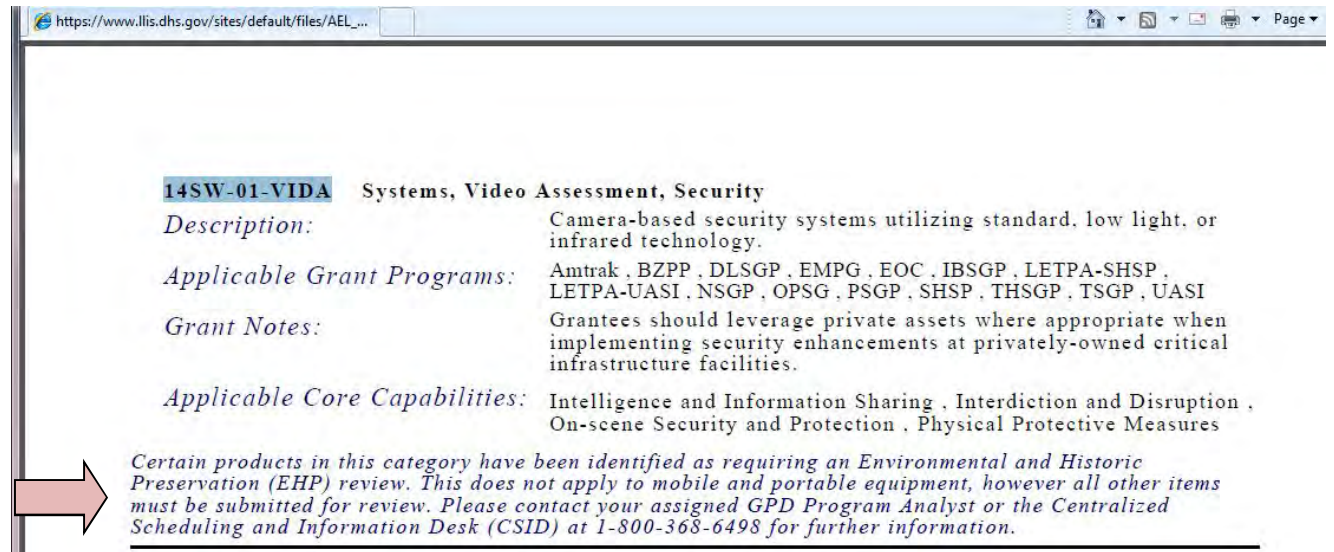
- Sub-recipients must complete a Preliminary Homeland Security Grant Project Funding Request (refer to CD), and present their project to the Urban Area Working Group (UAWG). The UAWG will recommend approval or denial to the Steering Committee.
- After project is presented to UAWG, Sub-Recipient completes the “Application for Project Funding” and submits it to the Anaheim/Santa Ana UASI Grant Office for review and approval (refer to CD).
- Sub-Recipient completes the Environmental and Historic Preservation Screening Memo, Coversheet, and required back-up (maps, pictures, descriptions, etc) and attaches to the Application for Project Funding (refer to CD).

Note: Not all proposed projects will require an EHP. EHP determination can be made by reviewing the applicable Authorized Equipment List or FEMA’s EHP Policy Guidance (#108-023-1) for training and exercises.

- The Grant Steering Committee will review the applications to determine projects approved for funding.
- Sub-recipients that have their applications approved for funding will receive an “Award Letter” which will detail the amount of funding that has been approved.

Environmental and Historic Preservation Requirements

At the time of the project application submission, sub-recipients will be required to submit the Environmental and Historic Preservation (EHP) Screening Memo, Coversheet, and required back-up (maps, pictures, descriptions, etc). Refer to the attachments at the end of the screening form for assistance. The EHP will be required for all projects that have AEL numbers with the following disclaimer (refer to http://www.fema.gov/media-library-data/20130726-1825-25045-7138/fema_preparedness_grants_authorized_equipment_list.pdf):



14SW-01-VIDA Systems, Video Assessment, Security

Description: Camera-based security systems utilizing standard, low light, or infrared technology.

Applicable Grant Programs: Amtrak , BZPP , DLSGP , EMPG , EOC , IBSGP , LETPA-SHSP , LETPA-UASI , NSGP , OPSG , PSGP , SHSP , THSGP , TSGP , UASI

Grant Notes: Grantees should leverage private assets where appropriate when implementing security enhancements at privately-owned critical infrastructure facilities.

Applicable Core Capabilities: Intelligence and Information Sharing , Interdiction and Disruption , On-scene Security and Protection , Physical Protective Measures

Certain products in this category have been identified as requiring an Environmental and Historic Preservation (EHP) review. This does not apply to mobile and portable equipment, however all other items must be submitted for review. Please contact your assigned GPD Program Analyst or the Centralized Scheduling and Information Desk (CSID) at 1-800-368-6498 for further information.

EHP is also required for certain types of training and exercises. Please refer to FEMA's EHP Policy Guidance (included on CD) for verification on when an EHP is necessary for training courses and exercise deliveries.

Notification of Award

For those projects that are approved for FY15 UASI funding, the sub-recipient will receive an award letter indicating the project has been approved for funding, the amount of funding that has been approved, and the time frame in which the project must be completed.

Project Modifications

Sub-recipients must complete the Request for Project Modification (refer to CD), and contact the Anaheim/Santa Ana UASI grant office and request approval prior to modifying any of the terms of the project or funding amounts.

Part 4 – Reporting Requirements, Procurement, and Reimbursements

Quarterly Progress Reporting

Project managers will be required to submit the Quarterly Project Status Report (refer to Forms) in order to improve grant management. The designated project manager will be required to submit on the overall status, the project milestones (both planned and completed), accomplishments and goals, as well as any issues or concerns that may arise. Quarterly reports are required for all approved projects. Attachments are encouraged, such as procurement paperwork or meeting agendas.

<u>Calendar Quarters</u>	<u>Reporting Due Dates</u>
January 1 – March 31	April 10th
April 1 – June 30	July 10th
July 1 – September 30	October 10th
October 1 – December 31	January 10th

Procurement

Sub-recipients shall use their own procurement procedures and regulations, provided their procurement procedures and regulations conform to applicable Federal law and standards.

The sub-recipient must use the System Award Management (SAM) located at <http://sam.gov> to verify all parties involved in transactions that are expected to equal or exceed \$25,000 have not been debarred or suspended from receiving federal funds (2 CFR 180.220). Sub-recipients must comply with all applicable lobbying prohibitions and laws as required by U.S. Code Title 31 § 1352 and ensure language regarding this requirement is included in all agreements and contracts entered into by the sub-recipient.

Selection of Procurement Method

Sub-recipients should follow their own established procurement policies. These policies should detail the following procurement methods and when it is permissible to use them:

- Small purchase – Must obtain price or rate quotations from an adequate number of qualified sources; procurement must be competitive.
- Sealed bids – Must make a firm fixed-price award to the bidder whose bid is the most advantageous to the grantee. If factors other than price are considered in determining the winning bid, the invitation for bids must describe clearly these other factors and how they will be applied in calculating the bids.
- Competitive proposals – Fixed-price or cost-reimbursement type contract. Must identify all evaluation factors and their relative importance, considering price and other factors.
- Sole-source procurements - Used only when the small purchase, sealed-bid or competitive proposals methods are not feasible, and one of the following circumstances exists:
 - The item is only available from one source
 - There is a public exigency or emergency need for the item that will not permit the delay associated with competitive solicitation
 - After solicitation of a number of sources, competition is determined inadequate.

The awarding agency (Cal-OES) must authorize all noncompetitive proposals over \$150,000 prior to the award of purchase; send sole source requests to the Santa Ana Fiscal Coordinator for approval.

Reasonableness of Cost/Price

Sub-recipients are required to perform some form of price or cost analysis to determine the reasonableness of the proposal's cost. Not necessary if the sealed bid method is used, as the market of competitive bidding brings forth the most reasonable prices. Without performing a proper analysis, there is simply no certainty that fair and reasonable prices are being charged.

The single overriding requirement is that a sub-recipient must examine every cost element listed in an offer. To do so, the contractor must have an accounting system that properly tracks costs and allocates them to the proper categories. Through a cost analysis, determinations are made on which costs are real and reasonable, allowable under grantee regulations or rules, and properly allocated to the work to be performed under proposed contracts.

Conflicts of Interest

No official or employee of local government shall participate personally through decisions, approval, recommendation, or otherwise in any application, contract, award, agreement with federal funds, in which he/she or immediate family, partners, organization in which they participate or prospective employment, has a financial interest, or has less than an arms-length transaction. Violations may result in criminal, civil, or administrative penalties.

State EOC, Aviation, and Sole Source Pre-Approval Requirements

For all UASI projects that establish or enhance an Emergency Operation Center (EOC), project managers must submit the Cal-OES Establish/Enhance Emergency Operations Center (EOC) Request Form (See Forms) to the Santa Ana UASI Fiscal Coordinator for pre-approval.

Any and all Aviation Equipment projects must also be pre-approved by Cal-OES before purchases begin. The Cal-OES Aviation Request Form (Refer to CD) once completed must be forwarded to the Santa Ana UASI Fiscal Coordinator.

Finally, all Sole Source purchases over \$150,000 require pre-approval from Cal-OES, before any purchases are made. Once completed, the Request for Sole Source Procurement Authorization Form (Refer to CD) must be forwarded to the Santa Ana UASI Fiscal Coordinator for approval. A copy of the sole source approval from the sub-recipient's Purchasing Agent must be included in the request submitted to the Grant Office. Further documentation supporting the procurement effort may be requested for review by CalOES.

Documentation

Sub-recipients are required to maintain records sufficient to detail the history of procurement:

- The rationale for the method of procurement (small purchase, sealed bid, etc.)
- The selection of contract type (fixed-price, cost reimbursement, etc.)
- Contractor selection or rejection; and
- The basis of the contract price.

If procurement exceeds the small purchase amount, the sub-recipient must include in

its procurement records and files:

- The basis for contractor selection
- Justification for lack of competition when competitive bids or offers were not obtained
- The basis for the award cost or price

Performance Bonds

Sub-recipients are required to purchase performance bonds for any equipment items that exceed \$250,000 or for any vehicles including aircraft or watercraft that are financed with homeland security funds. The cost of the performance bond is an allowable expense under the UASI grant program. Per the HSGP State Supplemental Guidance, equipment purchased under a performance bond must be received within 90 day of the Recipient's (City of Anaheim or City of Santa Ana) performance period.

****New requirement:** A copy of the performance bond must be submitted to the awarding agency (CalOES) no later than the time of reimbursement.

Indirect Costs (Facilities and Administration)

Under the FY15 UASI Grant Program, recipients and sub-recipients are allowed to claim indirect costs based on their federally approved indirect cost rate for expenses that are not easily tied to a specific object or activity (direct costs) and fall within the "Facilities" or "Administration" categories. Per 2 CFR Part 200.414, "Facilities" is defined as depreciation on buildings, equipment and capital improvement, interest on debt associated with certain buildings, and operations and maintenance expenses. "Administration" is defined as general administration and general expenses such as the director's office, accounting, personnel and all other types of expenditures not listed specifically under the "Facilities" sub-category. The indirect costs eligible for reimbursement under FY15 are based an approved percentage of the total claimed expenditures, excluding equipment and contract costs. A copy of the approved rate is required at the time of application, and must be provided to DHS/FEMA before indirect costs are charged to the award.

As part of the FY15 UASI Grant Application process, the ASA UASI was required to notify CalOES as to whether or not they would be claiming indirect costs under the FY15 award. The Grant Office has elected not to claim "Facilities" and "Administration" costs under this grant cycle.

Training Program Overview

The Anaheim/Santa Ana Urban Areas allocates training funds to applicable Orange County jurisdictions based proportionately on each jurisdiction's number of first responders.

Although no longer a DHS requirement, ASAUASI will continue to dedicate 10% of the total grant allocation to eligible training expenses as set forth by the Urban Area Working Group (UAWG). The UAWG makes recommendations that will enhance regional preparedness, ensure standardization within Orange County, avoid duplication of efforts, and maximize the use of grant funds. The UAWG also considers the Urban Area's multi-year Training and Exercise plan.

The UAWG will determine training needs based on an evaluation of the region's gap in capabilities and the Urban Area's Multi-year Training and Exercise Plan. The UAWG will maintain a current list of eligible training courses to meet regional training needs. Eligible costs for training under the FY15 UASI allocation will be reimbursed through the Santa Ana UASI Office. Please refer to the training calendar on the Orange County Intelligence Assessment Center (OCIAC) website, <https://ociac.org>, for a list of approved UASI training courses and deliveries.

Regional Training

Attendance for regional training classes will be coordinated through the Anaheim/Santa Ana Training and Exercise Coordinator and the OCIAC website. Jurisdictions must adhere to the Approval Process outlined below prior to attendance by personnel in a regional training class. Approved classes will qualify for reimbursement for the following expenses: Tuition, Overtime/Backfill for approved Instructors, and Travel Costs (e.g. airfare, mileage, per diem, hotel). Reimbursement guidelines are listed below. Please note, for regional training courses provided locally, one tracking request number will be requested for all participating jurisdictions; contact the UASI Training and Exercise Coordinator for confirmation.

Reimbursement Guidelines

Training expenses that are submitted for reimbursement must adhere to the FY15 State and Federal Homeland Security Grant Program Guides, and applicable Code of Federal Regulation (CFR). In accordance with this guidance, several regulations are highlighted below:

- Reimbursable training costs for approved training includes: Tuition, Overtime and Backfill for approved instructors, and Travel Costs (i.e. airfare, mileage, per diem, hotel, etc.). All expenses must comply with each jurisdiction's established policies.
- Overtime and backfill are reimbursable expenses, but at NO time is dual compensation (overtime and backfill) allowable during the same training day. In order to pay for backfill, agencies must have incurred the expense of paying overtime to fill a position vacated by the employee on the day of the training.
- Personnel costs for employees who provided training instruction on a normal work day are not reimbursable.
- For agencies that have extended shifts (12-24 hours) please note that backfill can only be reimbursed for the time that the employee was not able to work their normal shift due to

the training.

- Reimbursement for “Fringe Benefits” in overtime and backfill is limited only to Federal Insurance Contributions Act (FICA), Workers’ Compensation, and Unemployment Insurance.
- Tips, alcohol, and entertainment are not reimbursable expenses.
- Agencies must retain expense related documentation for three years past the close of the grant by CalOES and the ASUA Grant Office.

To submit for reimbursement, sub-recipients will need to complete the Travel Reimbursement Application Worksheet (see Forms) for each completed course. The Travel Reimbursement Application Worksheet must include the State Tracking Number for the class in order to receive reimbursement.

Payroll documentation must include a timesheet, overtime sheet, or some other form of documentation that has the following information: employee signature, grant (UASI), date(s), hours, and purpose (ex. course title attended or Backfill for employee). If the sub-recipient does not have this document, the employee must complete the Functional Timesheet (refer to Forms). All Overtime/Backfill expenses must be supported by copies of a payroll or other similar system that supports the overtime rate and number of overtime/backfill hours that submitted for reimbursement.

In addition to the Training Reimbursement Application Worksheet, sub-recipients must also complete one Reimbursement Request for Grant Expenditures form for the total amount listed on each of the Training Reimbursement Applications and Worksheets. An invoice must also be included that bills the City of Santa Ana for the total amount.

Exercise Program Overview

UASI Funded exercises will occur on an ongoing basis, according to the Urban Area’s Multi-year Training and Exercise Plan. Certain exercises may have funding available for expenses incurred by jurisdictions as a result of participation in or the development of UASI funded exercises. All expenses to be reimbursed through UASI must receive prior approval from the Anaheim/Santa Ana UASI Grant Office. Any questions regarding the Exercise Program, contact the Anaheim/Santa Ana UASI Training and Exercise Coordinator.

SEEKING REIMBURSEMENT

The following documentation is required for reimbursement:

Equipment Reimbursement Documentation:

- City/Agency Invoice billing the City of Santa Ana for Reimbursable charges
- Reimbursement Request for Grant Expenditures Form (refer to Forms)
- Copies of Invoices Received and Paid by Sub-Recipient
- Copies of Payments (Checks Issued)
- Copies of Requisitions and Purchase Orders
- Packing Slip with Itemized Equipment Purchases
- Equipment Reimbursement Worksheet

Training Reimbursements Documentation:

- City/Agency Invoice billing the City of Santa Ana for Reimbursable charges
- Reimbursement Request for Grant Expenditures Form (refer to Forms)
- 2015 Travel Reimbursement Worksheet (refer to Forms)
- Copies of Invoices Received and Paid by Sub-Recipient
- Copies of Payments (Checks Issued)
- Documentation of payroll records verifying hourly rate and overtime/backfill rate, as well as proof of total overtime cost paid for each employee.
- Copies of signed employee documentation or UASI Functional Timesheets for overtime/backfill (Refer to Forms)
- Copy of the Tracking Number
- Copy of roster showing proof of instruction
- Copies of all receipts for tuition, travel, lodging and per diem. If the sub-recipient's travel policy indicates actual costs will be reimbursed, the sub-recipient must submit all receipts. If the sub-recipient's travel policy is to provide a daily Per Diem, then records must be provided that document the amount of Per Diem provided.
- DEADLINE to submit final training reimbursement packet: December 31, 2017.

Other Approved Personnel Cost (Planning, M&A, and Organization) Reimbursement:

- City/Agency Invoice billing the City of Santa Ana for Reimbursable charges
- Reimbursement Request for Grant Expenditures (refer to Forms)
- Copies of Employee Job Descriptions/Duties Related to the Grant
- Copies of payroll records verifying hourly rate and overtime/backfill rate, as well as proof of total overall payroll costs.
- Copies of signed employee payroll documentation or UASI Functional Timesheets for overtime/backfill or approved UASI salaries (refer to Forms)

Quarterly Reimbursement Requests

The Anaheim/Santa Ana UASI Grant Office is requesting Sub-Recipients turn in invoices on a quarterly basis. We prefer one invoice for all expenditures that occurred during any given quarter. The Grant Office realizes that financially this might not be feasible for all sub-recipients. If that is the case, we ask a single submission on a monthly basis for all expenditures that occurred during that month.

Deadline to Submit for Reimbursement

Sub-Recipients are encouraged to seek reimbursement throughout the grant cycle, as funds are expended. Final Reimbursement Packets (for all other projects outside of Training) are to be turned in NO LATER THAN **March 31, 2018**.

Final training reimbursement packets for instructor participation must be submitted no later than **December 31, 2017** in order for unspent training funds to be reallocated.

Part 5 – Financial and Equipment Monitoring Requirements

Monitoring Program Overview

In an effort to ensure the Anaheim/Santa Ana UASI is compliant with all federal, state and local laws and requirements, and to make certain all activities carried out under the Anaheim/Santa Ana UASI grant program are both reasonable and allowable, every sub-recipient who receives funding will be monitored by staff from the Anaheim/Santa Ana UASI grant offices. It is through a comprehensive application process and monitoring that the Anaheim/Santa Ana UASI hopes to achieve its goal of performing effective grants management.

Procurements

Sub-recipients shall use their own procurement procedures and regulations, provided their procurement procedures and regulations conform to applicable Federal law and standards.

Equipment

For purposes of this guide, *“Equipment”* is defined as follows: “An article of nonexpendable, tangible personal property having a useful life of more than one year and a per-unit acquisition cost which equals or exceeds the lesser of the capitalization level established by the governmental unit for financial statement purpose, or \$5,000.”

Refer to the DHS FY15 Homeland Security Grant Program – Notice of Funding Opportunity and the Authorized Equipment List (AEL) for allowable equipment expenses. The 21 allowable equipment categories for the FY15 HSGP are listed on the web-based AEL at: http://www.fema.gov/media-library-data/20130726-1825-25045-7138/fema_preparedness_grants_authorized_equipment_list.pdf. Unless otherwise stated in program guidance, equipment must meet all mandatory regulatory and/or DHS-adopted standards to be eligible for purchase using UASI funds. Sub-recipients will be responsible for obtaining and maintaining all necessary certifications and licenses for the purchased equipment.

Physical Inventory

As noted above, the purpose of the monitoring visit whether formal or informal, is to oversee and ensure that sub-recipients are expending and using funds on projects that have been pre- approved. Furthermore, once the projects are completed, that the resulting equipment is being used in a manner consistent with the original intent and request.

To that end, and in compliance with federal, state, and local grant guidelines, strategies, and policies, a representative from the Anaheim/Santa Ana grant offices will be required to physically inspect, tag, and inventory all UASI funded equipment. The Anaheim/Santa Ana UASI grant offices will conduct a monitoring review of all Operational Area UASI funded equipment at least once every two years. Equipment items must be inspected and monitoring reviews completed throughout the life of the equipment, terminating when disposition takes place. Disposal records for equipment acquired with Federal funds must be retained for 3 years after final disposition. Please refer to the ASUA Equipment Guidelines for a review of the applicable rules and regulations regarding the purchase and maintenance of federally

funded equipment.

During a review, verification will be made that the following conditions do, or do not exist:

- There is a regional (operational area) application to the equipment.
- There is an established and documented Point of Contact/Custodian (POC) who is responsible for the providing all requested documentation to the monitor, as well as upkeep and care for the equipment.
- There is an established and documented process for inventorying equipment and tracking its use, maintenance, and training/exercising.
- Current and accurate equipment records are kept including: description, serial number, source of equipment, title holder, acquisition date, cost of equipment, percentage of federal participation in the cost, location kept, use of and condition of equipment, date of disposal (if applicable), and sale price (if applicable).
- Complete financial records are on hand, to include a full procurement/purchasing packet (quotes, bids, etc.), purchase orders and/or contracts, invoices, payments, packing slips, and any other documentation the sub-recipient deems necessary to show grant funds have been used according to the grant, administrative, and financial guidelines mentioned in Chapter 1 of this guide. Refer any financial recordkeeping questions to the Anaheim or Santa Ana Grant Fiscal Coordinator.
- Quality Control guidelines exist to ensure adequate safeguards to prevent loss, damage, or theft of equipment.
- If there is a case of loss, damage, or theft of equipment, the custodial agency must notify the Anaheim/Santa Ana UASI grant office in writing no later than 30 day calendar days. If lost, stolen, or damaged beyond repair, the equipment shall be replaced with that of like kind and capability, at the custodial agency's own expense.

The Sub-Recipient will be notified of any compliance issues (findings) discovered during the monitoring review. Advisory recommendations will be provided to ensure future compliance with grant regulations. Depending on the nature of the compliance issues identified, further action may be necessary and include penalties for the custodial agency. Penalties are not limited to, but may include: re-possession of the funded equipment by the Anaheim/Santa Ana UASI Grant Offices, future denial of project requests, etc.

Maintenance & Disposal

The custodial agency will be responsible for all maintenance or repair related to UASI funded equipment, outside those covered by a manufacturer's warranty. When original or replacement equipment acquired under a grant or sub-grant is no longer needed for the intended use, or original project or program, disposition will be made as follows:

- Equipment with a current per-unit fair market value less than \$5,000 may be retained, sold, or otherwise disposed of with no further obligation to the awarding agency.
- Equipment with a current per-unit fair market value in excess of \$5,000 may be retained or sold, and the awarding agency (Cal-OES) shall have a right to an amount

FY2015 Anaheim/Santa Ana UASI Sub-Recipient Grant Guide

calculated by multiplying the current market value or proceeds from sale by the awarding agency's share of the equipment.

- If not sold or retained, the equipment shall be returned to the Recipient (Anaheim/Santa Ana UASI grant office).
- Sub-Recipient must contact ASUA Grant Office prior to initiating disposition process. Grant Office is required to reach out to awarding agency for disposition instructions prior to taking any action.

Please refer to the ASUA Equipment Guidelines (included on CD under Grant Guidance) for a review of all applicable rules and regulations regarding the purchase and maintenance of federally funded equipment. Any questions regarding equipment and logistical monitoring, contact the UASI Grant Office.

Part 6 – Closeout

The sub-recipient will receive notification of the closeout of FY15 UASI Grant Program once instructions have been issued by CalOES. The recipient (Anaheim/Santa Ana UASI) must submit the final Performance Report and Bi-Annual Strategy Implementation Report (BSIR) before approval and closeout will be issued. Once approved, CalOES will notify the Anaheim/Santa Ana UASI Grant Office of the start of the record retention period for all programmatic and financial grant-related records.

Record Retention

Sub-recipients must retain all financial records and supporting documents for a period of three years from the date of submission of the final expenditure report by the Anaheim/Santa Ana UASI. Notification of the closeout date and subsequent record retention period will be disseminated by CalOES and passed through to the sub-recipient.

Part 7 – Conclusion

It is critical that sub-recipients become familiar with the guidelines as set forth in this document, as well as the others referred to in this guide. With the overlap of grant cycles and nuances found within in each, the grant administrators and coordinators will rely on sub-recipients to provide timely, accurate information and documentation for a successful implementation of the UASI Grant Program.

FY15 UASI Grant Timeline

Anaheim/Santa Ana UASI Performance Period Begins	September 1, 2015
Anaheim/Santa Ana UASI Award	September 25, 2015
Anaheim/Santa Ana Sub-Recipient Performance Period Begins	November 18, 2015
Urban Area Working Group (UAWG) Rollout Meeting	November 18, 2015
Sub-Recipient Agreement & Eligibility Packet Due	April 1, 2016
Quarterly Project Status Report #1 Due	April 10, 2016
Quarterly Project Status Report #2 Due	July 10, 2016
Quarterly Project Status Report #3 Due	October 10, 2016
Quarterly Project Status Report #4 Due	January 10, 2017
Quarterly Project Status Report #5 Due	April 10, 2017
Quarterly Project Status Report #6 Due	July 10, 2017
Quarterly Project Status Report #7 Due	October 10, 2017
Quarterly Project Status Report #8 Due	January 10, 2018
Quarterly Project Status Report #9 Due	April 10, 2018
Deadline to Submit Completed <u>Training</u> Reimbursement Packets	December 31, 2017
Final Reimbursement Packets Due	March 31, 2018
Anaheim/Santa Ana UASI Sub-Recipient Performance Period Ends	April 30, 2018
Anaheim/Santa Ana UASI Grant Performance Period Ends	May 31, 2018

ATTACHMENT C

Trailer to be Transferred

The equipment to be transferred is a 500 gallon diesel fuel trailer. The trailer to be transferred will be accompanied by a Certificate of Registration and California Department of Motor Vehicles Permanent Trailer Identification (PTI) License Plate. The following chart provides a listing of the trailers being transferred and the associated agency receiving each.

VEHICLE IDENTIFICATION NUMBER	CALIFORNIA EXEMPT LICENSE PLATE

ATTACHMENT D

FEMA REQUIRED PROVISIONS

a. Audit Records - With respect to all matters covered by this agreement all records shall be made available for audit and inspection by MWDOC, the grant agency and/or their duly authorized representatives for a period of three (3) years from the termination of this Agreement. For a period of three years after final delivery hereunder or until all claims related to this Agreement are finally settled, whichever is later, RECIPIENT shall preserve and maintain all documents, papers and records relevant to the services provided in accordance with this Agreement, including the Attachments hereto. For the same time period, RECIPIENT shall make said documents, papers and records available to City and the agency from which City received grant funds or their duly authorized representative(s), for examination, copying, or mechanical reproduction on or off the premises of RECIPIENT, upon request during usual working hours.

b. RECIPIENT shall provide to City all records and information requested by City for inclusion in quarterly reports and such other reports or records as City may be required to provide to the agency from which City received grant funds or other persons or agencies.

c. Section 504 of the Rehabilitation Act of 1973 (Handicapped) - All RECIPIENTs of federal funds must comply with Section 504 of the Rehabilitation Act of 1973 (The Act). Therefore, the federal funds RECIPIENT pursuant to the requirements of The Act hereby gives assurance that no otherwise qualified handicapped person shall, solely by reason of handicap be excluded from the participation in, be denied the benefits of or be subject to discrimination, including discrimination in employment, in any program or activity that receives or benefits from federal financial assistance. The RECIPIENT agrees it will ensure that requirements of The Act shall be included in the agreements with and be binding on all of its contractors, subcontractors, assignees or successors.

d. Americans with Disabilities Act of 1990 - (ADA) RECIPIENT must comply with all requirements of the Americans with Disabilities Act of 1990 (ADA), as applicable.

e. Political Activity - None of the funds, materials, property, or services provided directly or indirectly under this agreement shall be used for any partisan political activity, or to further the election or defeat of any candidate for public office, or otherwise in violation of the provisions of the "Hatch Act" (see 5 U.S.C. 1501-1508 and 7324-7326).

f.. Civil Rights Compliance and Notification of Findings - RECIPIENT will comply, and all its contractors (or sub recipients) will comply, with the nondiscrimination requirements of the Omnibus Crime Control and Safe Streets Act of 1968, as amended, 42 U.S.C. 3789 (d), or Victims of Crime Act (as appropriate); Title VI of the Civil Rights At of 1964, as amended; Section 504 of the Rehabilitation Act of 1964, as amended; Subtitle A, Title II of the Americans with Disabilities Act (ADA) (1990); Title IX of the Education Amendments of 1972; the Age Discrimination Act of 1975; Department of Justice Non-Discrimination Regulations, 28 CFR Part 42, Subparts C, D, E, and G; and Department of Justice regulations on disability discrimination, 28 CFR Part 35 and 39. In the event a Federal or State court, Federal or State administrative agency, or the RECIPIENT makes a finding of discrimination after a due process hearing on the

grounds of race, color, religion, national origin, sex, or disability against a RECIPIENT of funds, the RECIPIENT will forward a copy of the findings to MWDOC which will, in turn, submit the findings to the Office of Civil Rights, Office of Justice Programs, U.S. Department of Justice.

g. RECIPIENT will comply, and all its contractors (or subrecipients) will comply, with all requirements of the Copeland “Anti-Kickback” Act (18 U.S.C. 874) as supplemented in Department of Labor regulations (29 CFR Part 3), as applicable.

h. RECIPIENT will comply, and all its contractors (or subrecipients) will comply, with all requirements of the Davis-Bacon Act (40 U.S.C. 276a to 276a-7) as supplemented by Department of Labor regulations (29 CFR Part 5), as applicable.

i. RECIPIENT will comply, and all its contractors (or subrecipients) will comply, with all requirements of Sections 103 and 107 of the Contract Work and Safety Standards Act (40 U.S.C. 327-330) as supplemented by Department of Labor regulations (29 CFR Part 5), as applicable.

j. RECIPIENT will comply, and all its contractors (or subrecipients) will comply, with all applicable standards, orders or requirements issued under Section 306 of the Clean Air Act (42 U.S.C. 1857(h)), Section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and the Environmental Protection Agency regulations (40 CFR part 15), as applicable.

k. RECIPIENT will comply, and all its contractors (or subrecipients) will comply, with all requirements of the Energy Policy and Conservation Act (Pub. L. 94-163, 89 Stat. 871), (53 FR 8078, 8087, Mar. 11, 1988, as amended at 60 FR 19639, 19645, Apr. 19, 1995), as applicable.

l. RECIPIENT agrees that the Department of Homeland Security shall have the authority to seek patent rights for any process, product, invention or discovery developed and paid for with funding through this Agreement.

m. RECIPIENT may copyright any books, publications or other copyrightable materials developed in the course of or under this Agreement. However, the federal awarding agency, State Administrative Agency (SAA) and City reserve a royalty-free, non-exclusive, and irrevocable license to reproduce, publish or otherwise use, and to authorize others to use, for federal government, SAA and/or City purpose:

- (1) the copyright in any work developed through this Agreement; and
- (2) any rights of copyright to which the subcontractor purchases ownership with support through this grant. The Federal government’s, SAA’s and City’s rights identified above must be conveyed to the publisher and the language of the publisher’s release form must ensure the preservation of these rights.



ACTION ITEM

June 15, 2016

TO: Board of Directors

FROM: **Planning & Operations Committee**
(Directors Dick, Hinman, Finnegan)

Robert Hunter
General Manager

Staff Contact: Kelly Hubbard
WEROC Emergency Manager

SUBJECT: EOC FACILITY ASSESSMENT VENDOR APPROVAL

STAFF RECOMMENDATION

Staff recommends the Board of Directors approve staff recommendation to enter a contract with Claris Strategies for the completion of an EOC assessment.

COMMITTEE RECOMMENDATION

Committee recommends (To be determined at Committee Meeting)

SUMMARY

WEROC staff maintain two standalone Emergency Operations Centers (EOCs), as well as the capability to operate from the MWDOC Administrative Offices if needed. Readiness of the two EOCs includes ongoing maintenance, regular updates in operational systems (including MWDOC IT support), and equipment replacement. These ongoing costs have continued to increase and several significant capital expenditures will be needed in the near future to keep both facilities at minimum operational standards. Staff have considered several options to best move forward in a cost-effective manner while maintaining WEROC's readiness to support the water and wastewater utilities of Orange County following a major disaster. There are pros and cons to each option.

The goal of the Emergency Operations Center Site Facility Assessment is to have an outside expert conduct an evaluation of the current WEROC EOC facilities and to develop a recommendation for the optimum number, types and locations of EOCs that are necessary to meet the WEROC program's purpose. The assessment will provide WEROC staff with a recommended plan of action to best address potential changes to EOC facilities and required improvements that may be needed in the coming years.

Budgeted (Y/N): Y	Budgeted amount: \$3,000	Core __	Choice __
Action item amount: \$29,320	Line item: 7040		
Fiscal Impact (explain if unbudgeted): \$3,000 was budgeted for an electrical assessment. It was determined that a more comprehensive assessment would serve the program better in the long-term. The balance of the project would be paid from WEROC reserves.			

DETAILED REPORT

It is a nationally recommended best practice to maintain at minimum a primary EOC, with a secondary site identified and ready to be utilized. Often this secondary site is capable of setting up laptops, phones, and other tools for EOC operations, but the equipment/tools are typically kept in a box (often referred to as an “EOC-in-a-Box”). The WEROC EOCs are both maintained to the same level of operational readiness, with the MWDOC Administrative Offices being maintained in an “EOC-in-a-Box” format. WEROC established two full operational sites with the thought that the sites are geographically dispersed within the county, providing the greatest possible reliability for operations no matter the disaster incident.

WEROC Budget

The annual maintenance costs of the WEROC EOCs has continued to grow slightly over the years, despite efforts to reduce monthly operational costs such as facility cleaning, changes in phone service, etc. Additionally, as technology has continued to increase as a standard operational component of EOCs, the capital investment in this type of equipment has increased, as well as the staff time of the MWDOC IT staff to maintain this equipment. Lastly, there are some potentially significant capital costs that are needed for both facilities in the next couple of years, including: new furniture for OSHA safety and ergonomic needs (estimated at \$40,000 per facility), electrical safety assessment due to the increased use of computer based systems, and generators (estimated cost \$27,000 each) that are estimated to need replacement in the next 7-13 years. WEROC Staff added an annual capital replacement line item in the WEROC annual budget starting in Fiscal Year 2014-2015 and this line item was raised to \$7,000 for FY 2016-2017. WEROC also has a current reserve of approximately \$80,000. However, it is unclear if the reserve and capital replacement budget are adequate for current needed improvements at both facilities, as well as expected future costs and if any significant equipment breaks unexpectedly. Part of the EOC analysis is a cost-benefit analysis that includes the WEROC program budget, capital costs and potential recommended facility and equipment improvements, to ensure that the WEROC program budget and reserves are adequate and being invested appropriately to meet program needs and best practices.

Potential Options

There are a variety of potential recommendations, many of which have the potential to significantly change how the WEROC facilities are managed resulting in possible cost savings, improved operational capabilities and overall justification for budget expenditures. The analysis could recommend to keep all three facilities, or possibly only one facility. Additionally, the analysis could recommend that any or all sites need to be updated to meet current national best practices, or conversely that the sites can be maintained at various levels. For instance, one recommendation could be to maintain only one of the EOC sites at a higher level of capability than either currently have, but that the other two sites could be maintained at a much more rudimentary level as back-up options.

The Consultant has been asked to develop an evaluation method and criteria to determine the recommended list of EOC locations, type of EOCs and recommended actions for each site. The consultant has been asked to include in their evaluation of each site at minimum:

- a. Program purpose and use (historical, current and potential) of the facilities
- b. Hazard and risk assessment (earthquake, fire, flood, etc.) of each facility

- c. Facility suitability for the WEROC EOC functions
- d. Cost benefit analysis of site maintenance and needed improvements
- e. FEMA Guidance's and national best practices
- f. Additional criteria as identified in Kickoff Project Meeting with MWDOC.

At the end of the process, an assessment report will be provided that evaluates the three identified sites, as they relate to the WEROC program's purpose, including a recommendation for the optimum number, type (full EOC, EOC-in-a-Box, etc.) and recommended locations of EOC facility(s) for WEROC to move forward with.

RFP Process and Vendor Selection

The Request for Proposals (RFP) was announced on April 21, 2016 with one addendum released on April 26, 2016 and the RFP closing on Friday, May 20, 2016 at 5:00 pm. The Request for Proposals was advertised or shared through the following methods:

- WEROC Member Agency Email
- MWDOC Website under Current Bids (<http://www.mwdoc.com/business/rfp>)
- WEROC Facebook Page
- International Association of Emergency Managers (IAEM) Region 9 ListServe
 - Region 9 includes IAEM members from Arizona, California, Hawaii, Nevada, Guam, American Samoa, Commonwealth of Northern Mariana Islands, Republic of Marshall Islands, Federated States of Micronesia and more than 150 sovereign tribal entities.
- Kelly Hubbard, WEROC Manager, Linked in Profile Post
- California Emergency Services Association (CESA) weekly membership email.

Six (6) proposals were received by the close of the RFP process from:

- Claris Strategy
- Tetra Tech
- ON Scene
- Ready America
- LEC Mgt
- Navigant

The WEROC Manager and MWDOC Assistant General Manager reviewed all responses independently based on the following concepts:

- Understanding of the project,
- Experience with similar projects,
- Expertise of project team,
- Quality of proposal,
- Meeting the RFP requirements,
- Price.

Evaluation of the six proposals clearly identified the top two proposals by Claris Strategy and Tetra Tech; both proposals were thorough with clear approaches to the project and analysis of the process needed to provide comprehensive useful reports that WEROC can use for future program guidance and development. The proposals ranged from \$29,000 to \$48,000.

Kelly Hubbard followed-up with both Claris Strategy and Tetra Tech to clarify aspects of their proposals and to rectify some of the variances in hours and total costs between the two proposals. Following this clarification, Staff recommends the Board of Directors approve staff recommendation to enter a contract with Claris Strategy for the completion of an EOC assessment.

Project Schedule

Once the contract is completed with the consultant, the estimated project timeline is 10 weeks. Staff expects to bring back an EOC assessment Report to the Board in October 2016.



INFORMATION ITEM

June 7, 2016

TO: **Planning & Operations Committee**
(Directors Dick, Hinman, Finnegan)

FROM: **Robert Hunter, General Manager**

Staff Contact: Karl Seckel

SUBJECT: **Status Update on the OC Water Reliability Study – June 2016**

STAFF RECOMMENDATION

Staff recommends the Planning & Operations Committee receives and files the report.

COMMITTEE RECOMMENDATION

Committee recommends (To be determined at Committee Meeting)

OVERVIEW

Our consultant is working hard to complete the documentation of the study. The last technical evaluation to be completed is the Sensitivity Study to examine the outcome if some of our major assumptions are wrong. Another of the purposes of the analyses is to better understand the implications of “over-investing” in local supply projects or “under-performing” from a reliability standpoint. The sensitivity tests to be conducted include:

- **Assume MET is Fully Reliable Without SOC Investments** – Assume MET is fully reliable, but OC still proceeds with a number of local investments. This could occur under successful implementation of California WaterFix and the Carson IPR Project, along with other investments within the MET service area. Under this analysis our assumption would be that no shortages will occur for any of the three areas of the County. Under this assumption, SOC would have “over-invested” by way of building NEW supply projects, meaning that they really were not needed. The yield from these projects offsets the need to purchase MET water but the local supplies will cost more than the cost of MET water; this would result in costs to the local agencies higher than simply purchasing MET water out to the year 2040.

- **Demands Increase Over the Level Projected** – We would test increasing the level of demands for MET and OC by 6% over and above our baseline assumptions (which had demands at about 4% higher due to climate change). This would mean a combined 10% increase over baseline demand projections which seems to be sensitivity supported by our agencies and some elected officials. This assumption will result in us “under-performing” and will result in more shortages than otherwise predicted. We will also assume that the MET Carson project does not move forward due to implementation issues. All other components of MET Portfolio B will remain. Under this sensitivity there will likely be shortages that require investments for the OC Basin and Brea/La Habra and there may also be some shortages in SOC for at least one of the SOC portfolios.

The Orange County Water Reliability Study Technical Memoranda (TMs) are being prepared at this time. The study will consist of the following TMs:

- TM#1 - Demand Forecast & Supply Gap TM #1 Final April 2016
- TM#2 - OC Supply Model TM #2 Final May 2016
- TM#3 - Revised OCWD Basin Simulation (under preparation)
- TM#4 – Overview and Results of the Reliability Study (under preparation)

In addition, other outreach materials will be prepared. A short briefing document is being prepared for upcoming meetings with the Board of Supervisors; these same briefing pieces can be used for other outreach. Lastly, several speaking engagements have been scheduled including with the San Juan Capistrano Utilities Committee on June 7 and with the South Coast Water District Board on June 9.

Our release plan is to issue **DRAFT** reports by June 10 and then give our agencies about a month to review and submit comments. Comments will be incorporated and the final reports will be posted by the end of July.

Work Over the Past Month

Over the past month, the MWDOC staff and our consultant from CDM-Smith met with agencies in the three key areas of OC analyzed under the study (1) Brea/La Habra (included Cal Domestic Water Company), (2) OCWD staff, and (3) South Orange County agencies, to review the near final results of the study and seek input on sensitivity analyses to be added to the study. Karl Seckel prepared and presented an overview of the Study Findings at the May 14 WACO meeting and included an elite panel consisting of Mike Markus from OCWD, Paul Weghorst from IRWD, Matt Collings from MNWD and Lisa Ohlund from EOCWD, to seek various positions and input from their participation in the

Attached is the summary presentation from the WACO meeting.

Study Conclusions/Observations

A quick summary of the items discussed at the WACO meeting included the following:

1. Water will cost more in the future – each new increment of supply will cost more than the prior increments; existing supplies will be challenged and have to be replaced with supplies costing as much as 10 to 20 times more in some instances.
2. Planning in OC cannot occur in a vacuum – we are dependent on what else occurs under MET’s Integrated Resources Plan, both based on what MET does and based on what MET’s other Member Agencies do with respect to NEW supply development in Southern California and then also based on what investments are pursued in OC.
3. If successful, the California Water Fix carries with it what is expected to be a relatively low cost high level reliability improvement
4. There are multiple paths to reliability that do not necessarily include the California Water Fix
 - a. Plan A includes the California Water Fix
 - b. Plan B does not include the Fix, but it includes many local projects
 - c. However, we should support the California Water Fix as the likely most cost effective supply reliability improvement to Southern California
5. A number of “high impact” issues will likely get to closure in the next several years – this means Adaptive Management will be key!
 - a. California Water Fix Go/Nogo under Governor Brown’s Term
 - b. MET’s Carson IPR Project, Go/Nogo
 - c. MET Member Agency Projects, Go/Nogo
 - d. What happens when Lake Mead Trigger officially falls below the trigger elevation of 1175 feet?
6. Policy issues at MET – there are a number of key policies issues that could impact decision-making in OC and elsewhere in the MET service area. These are discussed later in the agenda item.
7. Local Policy issues – following are key local policy issues that will impact decision-making:
 - a. Role of WUE in long term demand reduction
 - b. Role of demand curtailment in emergencies and water shortages
 - c. How reliable do we want to be vs willingness to pay
 - d. Paying for local reliability vs paying for MET reliability
 - e. Local control
 - f. Operations of the OCWD groundwater basin
8. Supply Reliability Findings include:
 - a. Brea/La Habra supply reliability appears manageable; the sensitivity analysis

- using higher demands will result in a lower reliability that may trigger the need for investments.
- b. The OCWD basin area supply reliability appears manageable; the sensitivity analysis using higher demands will result in a lower reliability that may trigger the need for investments.
 - c. SOC reliability requires additional investments even prior to the sensitivity analysis; the sensitivity analysis using higher demands will likely trigger even greater investments.
 - d. Planning and adaptive management will be part of our water future. Closely monitoring progress at the MET level and the MET member agency level will be critical to keep from over-investing or under-performing.
9. A number of charts and graphs were developed in coming to these conclusions and explaining what “supply reliability looks like” in 2020, 2030 and 2040 under different scenarios. The situation in 2020 cannot be changed appreciably except by MET in that projects to develop new supplies or reduce demands take considerable time to be developed and implemented. One response that can help almost immediately is for MET to pursue whatever measures are needed to refill their various storage accounts in the Central Valley. In 2012, MET had 2.7 million acre-feet (MAF) of water in storage. In 2013, 2014 and 2015 water was pulled out of storage to minimize the level of shortages to customers within Southern California and resulted in storage being pulled down to about 0.9 MAF – this means about 1.8 MAF of water was pulled from storage which is equivalent to about MET’s average annual water sales, in just over three years. New storage reserves are needed to deal with future shortages and the key step in this process is advocating for MET to acquire and store additional water. In 2016-17, given the improved water conditions in northern California, MET anticipates adding between 0.3 and 0.5 MAF in storage, a good first step.
 10. Because of the prior planning and investments made in Southern California and because of the “high impact” issues coming up (see item 5), we have time to make investments in the next couple of years that will help for the future, but that will not necessarily fully determine our future. For example, the Workgroup input, was that we “plan” for Portfolio B that does not include the CaliforniaFix. This is because the result of this planning will be to invest in additional local resources until such time as more clarity occurs in the outcome of the “high impact” issues. This will help to prevent the over-investment but keep us on the adaptive management pathway to future reliability. Except for SOC, large capital investments need not be pursued right away.
 11. Most headlines will indicate that we have just finished a four-year drought and are now heading into drought year five. In southern California we are just finishing 5 years of below average rainfall. It should be noted that 13 of the last 16 years, the Colorado River supplies have been below average and on the SWP, 2016 will be only the 2nd year of the past 10 years that supplies have been above average – some would conclude that we have been in a 10 year drought. And the drought is not over year.

12. The Poseidon Huntington Beach Ocean Desalination Project is scheduled to complete its permitting in late 2016 or early 2017; the OCWD is considering purchasing the water from the project; key questions to resolve are:
 - a. When do we or when does MET need the supply from the project?
 - b. Who pays and who benefits?
 - c. Can the groundwater basin take 100% of the water? Is SOC interested? What will the integration look like?
 - d. Will MET provide a Local Resources Program (LRP) incentive to reduce the cost of the project to OC ratepayers?
 - e. When will the Coastal Commission Permit be secured?
 - f. What will the final negotiated contract look like?
13. Policy discussions need to continue with regard to the State Board's mandating of water use restrictions and how it will credit water agencies for development of alternative water supplies, as this is fairly critical if future water supply projects are invested in by local OC water agencies.
14. System reliability – the study developed recommended planning criteria for local agencies to plan to meet reduced consumer demands for up to 60 days assuming the import system has been completely disrupted. Investments in the form of back-up power supplies to run key facilities are needed; for South Orange County additional emergency supply projects are needed. A key one involves expansion of the existing Emergency Services Program to exchange groundwater with the OCWD groundwater basin during emergency events. The study also identified the need for MET to complete further analysis of their regional emergency supplies, given the possibility of a simultaneous outage of the Colorado River Aqueduct and the State Water Project.

Follow-up Issues at MET

Several of the issues from the study involve policy issues at MET. Following are key policies issues that could impact decision-making in OC and elsewhere in the MET service area:

1. Advocate for MET to increase water in their Central Valley storage account in the short run
2. Determine how NEW local projects are accounted for under MET's Water Supply Allocation Plan (WSAP) – this policy impacts how the reliability improvement from NEW local investments accrues either to the local agency or to the MET service area and is related to item C.
3. MET participation/support for Local Projects – MET is open to considering changes in the Local Resources Program under which they provide incentives for local agencies to develop local projects; MET's Carson project is the first local project proposed by MET; MET will also be evaluating the best method for inducing new local investments in their service area to improve overall water

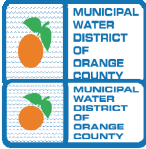
reliability; the financing plan at MET for the Carson IPR project will provide an indication of where MET might head.

4. Groundwater Management in Southern California – MET seems to have largely ignored this item in their IRP. However, as water managers, we would like to have a higher level of groundwater storage in Southern California heading into the next drought. Work needs to occur on this issue.
5. MET rate structure changes – This could take several forms including the fixed treatment surcharge or another form of fixed revenue to reduce the volatility of MET revenue swings from year to year and to prevent stranded costs.
6. Evaluation of MET emergency water storage reserves to deal with a concurrent outage of the Bay-Delta, the Edmonston Pump Station or the East Branch, along with an outage of the CRA

It is suggested that staff work with our MET directors to scope out strategies for working on each of these issues.

Other follow-up work will involve:

- Work with SOC regarding investigating a water banking arrangement with Semi-Tropic Water Storage Bank, if the SOC agencies are interested.
- Work on moving groundwater or Poseidon water through the EOCF#2
- Work with IRWD and/or OCWD on moving groundwater basin water to SOC during water emergencies
- Work with our WUE Department to prioritize future WUE investments in Orange County
- Work to line up the MET LRP Incentive for the Poseidon Project if the project moves forward under OCWD



OC Water Reliability Study Phase 2 Overview

Water Advisory Committee of Orange County (WACO)


May 13, 2016


Municipal Water District of Orange County

1

OC Water Reliability Study Prelude

1. We took a stepwise methodical approach and used our workgroup at each key decision point.
2. Our work will not anticipate the future perfectly:
 - There will be disagreement over assumptions
 - Sensitivity analyses are being conducted
3. The DRAFT Report, in the form of Technical Memoranda, will be available in Late May or Early June
4. Following is what we found





2

Readers Digest Chapter #1

1. Water will cost more in the future
2. Planning in OC cannot occur in a vacuum – we are dependent on what else occurs under MET's Integrated Resources Plan
3. If successful, the California Water Fix carries with it what is expected to be a relatively low cost reliability improvement
4. There are multiple paths to reliability
 - A. Plan A includes the California Water Fix**
 - B. Plan B does not include the Fix, but it includes many local projects**



**Planning
based on Plan
B for Now**



3

Readers Digest Chapter #2

5. A number of “high impact” issues will likely get to closure in the next several years
 - 🔸 California Water Fix/Governor Brown's Term
 - 🔸 MET's Carson IPR Project, Go/Nogo
 - 🔸 MET Member Agency Projects, Go/Nogo
 - 🔸 What happens at the Lake Mead Trigger Elevation?
 - 🔸 Policy issues at MET (later in the presentation)



**Adaptive Management
will be key**



4

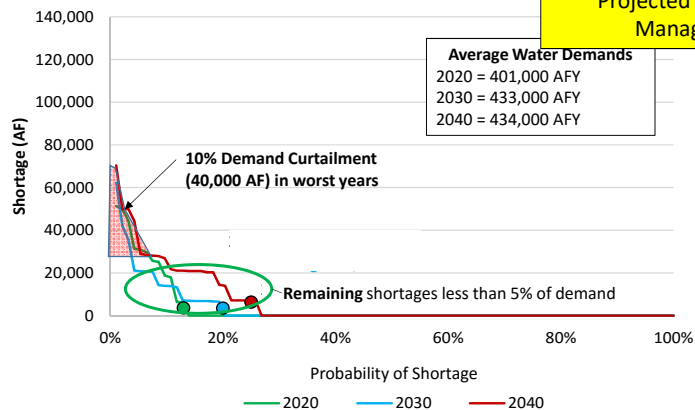
Readers Digest Chapter #3

6. Brea/La Habra reliability looks ok
7. The OCWD basin area reliability looks ok
8. SOC reliability requires additional investments
9. A sensitivity analysis using higher demands will result in a lower reliability



5

What does “looks ok” Mean? OCWD Sample



6



What is a Reliability Study?

A = Estimate Water Demands in Orange County

B = Estimate EXISTING & likely local supplies

C = Evaluate/Model Regional Imported supplies to OC under MET's Integrated Resources Plan

- 🔥 Colorado River
- 🔥 State Water Project
- 🔥 Water storage, transfers, exchanges
- 🔥 Local projects within Southern California

Can **B & C** reliably meet demands (**A**) in Orange County?
Under what circumstances? What projects can help?

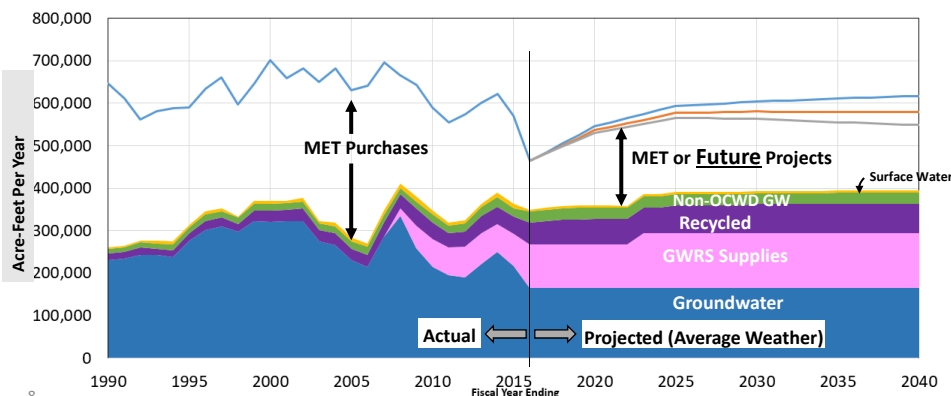


7

Supplies & Demands in OC

Population Growth	
1990 to 2015	2015 to 2040
750,000	317,000
31%	10%

Water Demand Forecast - Orange County



8

Potential Projects to Eliminate Shortages

MET Projects

- California WaterFix
- MET Carson Recycled Water
- Palo Verde Land Purchase
- Delta Islands
- Transfers & Exchanges
- Direct Potable Reuse

OC Projects

- Ocean desalination
- OCWD basin storage/MET purchases
- Water transfers and banking
- San Juan Basin yield augmentation
- Additional Recycling
- Water Use Efficiency
- Direct Potable Reuse

Emergency Needs

- Following Earthquakes

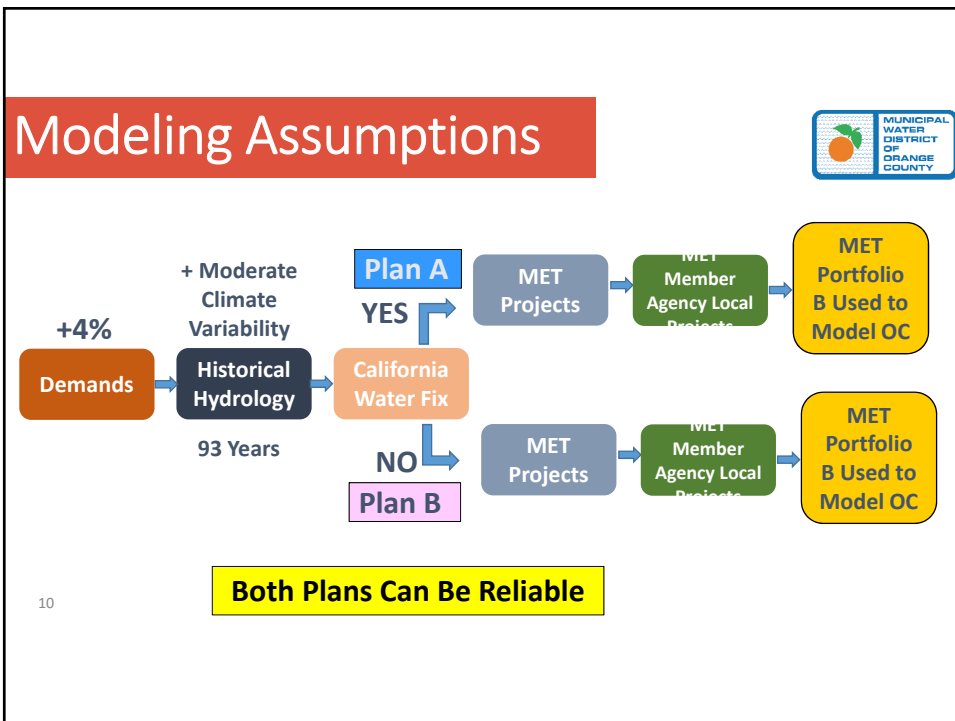
Which of these are part of our NEXT investments and WHEN are they needed?








9



OC Modeling of MET Reliability

- 7 Reliability curves developed for the modeling process
- SIX Portfolios of Projects at the MET & MET Member Agency Level (A thru F), plus Status Quo (no new projects)**
- The Workgroup recommended **Portfolio B** to evaluate OC Reliability

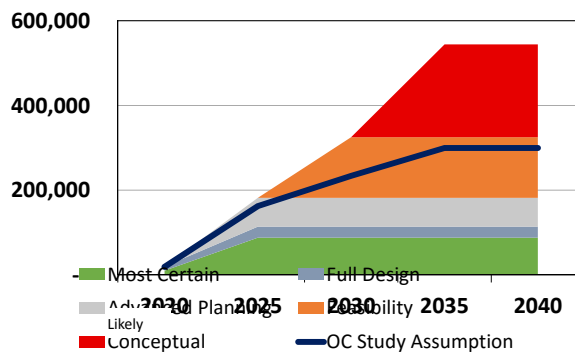
Portfolios are groups of projects

11

How did we arrive at that recommendation



MET Member Agency Projects Outside of OC*



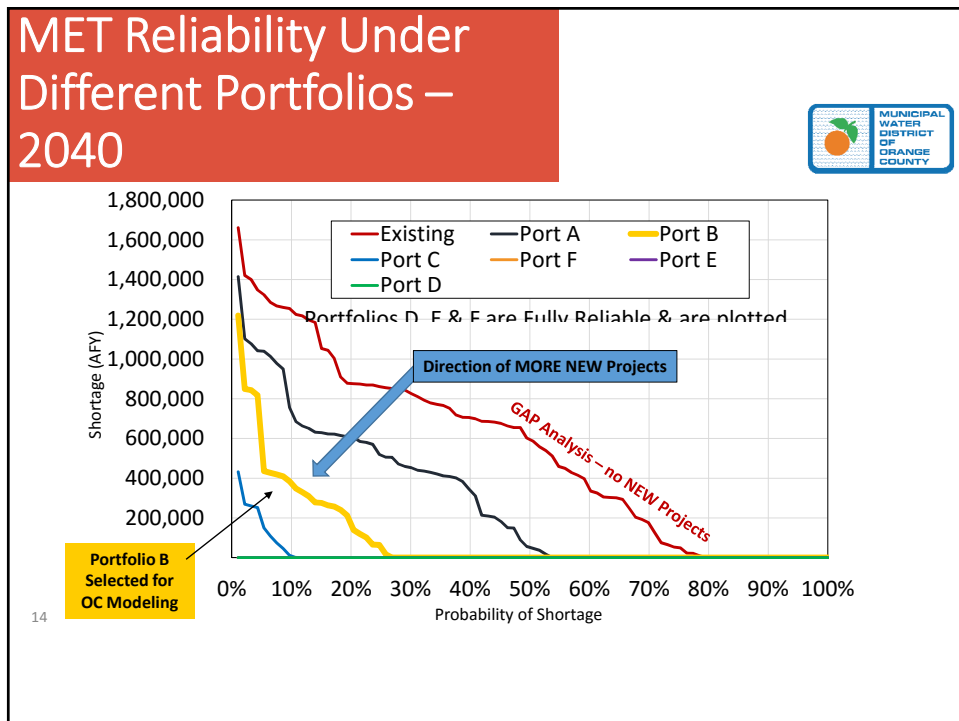
* Data from MET's IRP (2015) and represents projects from non-OC MET Member Agencies

- MET's IRP listed over 500,000 AF of Potential Local Projects outside of OC
- For reliability purposes, MET's IRP "counted on" only local projects under design (or under construction)
- Our work examined a wider range of local projects

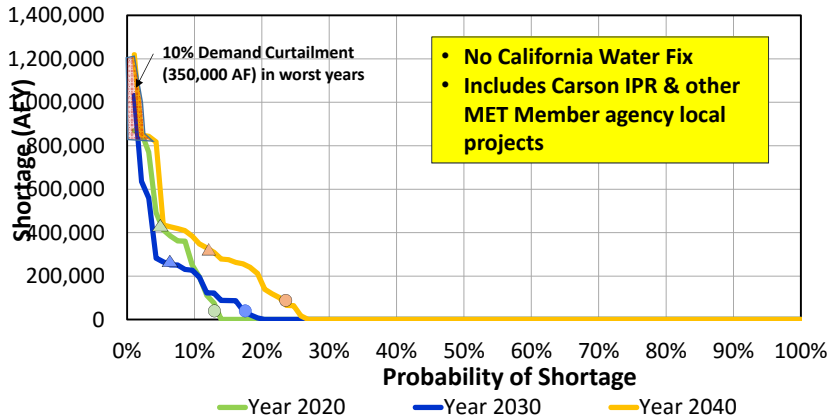
12



Orange County Reliability Study, Phase 2 - MET Reliability Portfolio Development					Portfolios D, E & F are Fully Reliable				
New MET/MET Agency Water Supply Projects	Start Online Date	New Max Supply Yield (AFY)	OC Formulated Portfolio			Portfolio D Highly Reliable	Portfolio E Highly Reliable	Portfolio F Highly Reliable	
			Portfolio A Very Achievable	Portfolio B Used for OC Planning	Portfolio C				
New MET Projects									
Delta Regulatory Relief (only with CalFix)	2020	100,000	-	-	-	-	-	100,000	
California WaterFix	2035	440,000	-	-	-	-	-	440,000	
MET Regional Ocean Desal	2030	200,000	-	-	-	-	200,000	-	
MET-PVID Program	2020	130,000	60,000	80,000	10,000	130,000	130,000	130,000	
Other Colorado River Programs/Transfers	2030	100,000	10,000	50,000	75,000	100,000	100,000	100,000	
Central Valley Water Transfers	2020	150,000	-	100,000	50,000	100,000	150,000	150,000	
Carson IPR, Phase 1	2023	65,000	65,000	65,000	65,000	65,000	65,000	65,000	
Carson IPR, Phase 2	2025	35,000	-	35,000	35,000	35,000	35,000	35,000	
Carson IPR, Phase 3	2030	68,000	-	-	-	68,000	68,000	0	
New Regional Conservation	TBD	TBD	-	-	-	-	-	-	
MET Member Agency Projects			Local Projects		162,000	300,000	440,000	Cal Fix	
- Very Likely	2025	88,000	88,000	88,000	88,000	88,000	88,000	88,000	
- Full Design with Funds	2025	23,400	23,400	23,400	23,400	23,400	23,400	23,400	
- Advanced Planning w/ Environmental Feasibility (more certain)	2025	51,000	-	51,000	51,000	51,000	0	0	



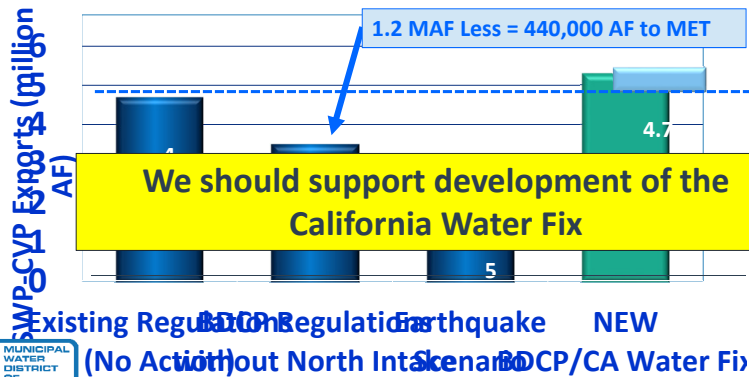
MET Supply Reliability Under MET Portfolio B, 2020 to 2040



15



California Water Fix: Improved State and Federal Water Project Reliability Annual Average (in 2025)



16

Findings at the MET Level

- We identified three paths to full reliability (Portfolios D, E, & F)
- Only Portfolio F has the California Fix
- We should support development of the California Water Fix
- The costs of these options have not yet been analyzed
- MET storage and use of storage is critical to near term reliability; we should support MET in seeking additional transfers/exchanges to fill storage on the SWP and CRA systems.
- We should support MET in its evaluation of the Carson IPR Project

For OC, a recommended strategy is to Plan for **Portfolio B** and use Adaptive Management to correct the direction if necessary



17

Illustrative SOC Portfolios

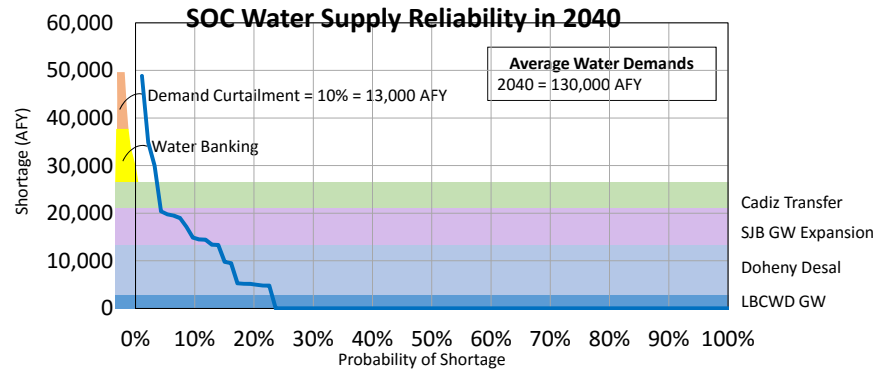
PRELIMINARY DRAFT DATA
subject to change

Supply Option	Portfolio 1		Portfolio 2		Portfolio 3		Portfolio 4	
	Supply	Emergency	Supply	Emergency	Supply	Emergency	Supply	Emergency
	AFY	CFS	AFY	CFS	AFY	CFS	AFY	CFS
LBCWD Groundwater	2,000	3	2,000	3	2,000	3	2,000	3
Doheny Desal	5,600	8	11,000	16	5,600	8	0	0
SJB GW Expansion	4,900	6	7,400	9	4,900	6	0	0
Poseidon Desal	0	0	0	0	11,000	15	0	0
Cadiz Water Transfer	0	--	5,000	--	10,000	--	0	--
Subtotal Baseload Supply	12,500	17	25,400	28	33,500	32	2,000	3
Max. Water Banking (Semitropic)	23,500	--	10,600	--	3,400	--	34,000	--
Max. Demand Curtailment	13,000	--	13,000	--	13,000	--	13,000	--
Subtotal Drought Actions	36,500	--	23,600	--	16,400	--	16,400	--
Emergency Services Program (MWDOC, OCWD, IRWD)	--	36	--	25	--	21	--	50
Total Need (Year 2040)	49,000	53	49,000	53	49,000	53	49,000	53

AFY = acre-feet per year; CFS = cubic feet per second

Illustrative SOC Portfolio 2

PRELIMINARY DRAFT DATA
subject to change



19



Illustrative SOC Portfolio Analysis

PRELIMINARY DRAFT DATA
subject to change

Base Analysis: MET Portfolio B, 25 years of costs on Present Value Basis

Cost Parameter	Portfolio 1	Portfolio 2	Portfolio 3	Portfolio 4	Status Quo ¹
New SOC Emergency Cost (PV \$M)	\$43	\$31	\$25	\$63	\$63
New SOC Supply Cost (PV \$M)	\$363	\$784	\$998	\$103	\$0
MET LRP Savings (PV \$M)	(\$54)	(\$96)	(\$65)	(\$0)	(\$0)
MET Purchase Cost (PV \$M)	\$2,865	\$2,569	\$2,401	\$3,069	\$3,167
MET Shortage Cost (PV \$M) ²	\$0	\$0	\$0	\$0	\$517
Total Cost (PV \$Millions)	\$3,217	\$3,288	\$3,359	\$3,235	\$3,747
Overall Unit Cost (PV \$/AF)	\$1,672	\$1,709	\$1,704	\$1,685	\$1,948

20

Observations for SOC

- ❏ More NEW local supplies increases local costs, but lowers emergency costs and MET water purchases
- ❏ More NEW local supplies results in greater levels of local control and greater resiliency to unknowns
- ❏ MET water costs account for 71% to 95% of future costs
- ❏ As a result, all four illustrative SOC Portfolios have similar Present Value Costs of about \$3.2 billion
- ❏ The Status Quo has significantly higher costs due water shortage costs associated with buying MET Penalty water during shortages

21



Decision-Making Outcomes

- ❏ Balancing Two Outcomes
 - ❏ Over Investing
 - ❏ Under Performing
- There is no perfect plan
- Adaptive Management will be key



22



Three Potential Sensitivity Analyses

1. Assume MET is fully reliable without significant rate increases over those already projected – we may OVER INVEST!
2. Assume the region and OC experience higher water demands and MET Carson Project does not get implemented – we may UNDER PERFORM!
3. Assume MET changes its rate structure to move more of its costs into a fixed rate component – we may OVER INVEST!

23



Policy Issues at MET

- ④ Increase Water Storage Account Balances in the Short Run
- ④ How NEW local projects are accounted for under MET's Water Supply Allocation Plan (WSAP)
- ④ MET Participation/Support for Local Projects
- ④ Local Resources Plan (LRP) Modifications
- ④ Finance Plan for Carson IPR
- ④ Groundwater Management in Southern California
- ④ MET Rate Structure Changes
- ④ Evaluation of Emergency Storage Reserves to deal with an outage of the Bay-Delta, the Edmonston Pump Station or the East Branch, along with an outage of the CRA

24



Local Policy Issues

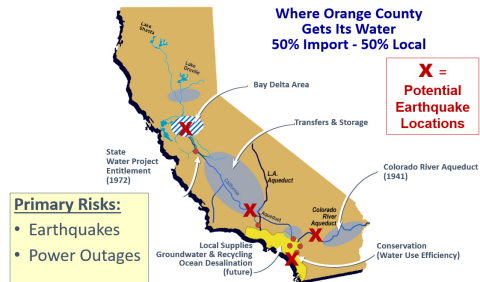
- 💧 Role of WUE in long term demand reduction
- 💧 Role of demand curtailment in emergencies and water shortages
- 💧 How reliable do we want to be vs willingness to pay
- 💧 Paying for local reliability vs paying for MET reliability
- 💧 Local control
- 💧 Operations of the OCWD Groundwater Basin

25



What happens when the BIG Earthquake happens!

- 1 Plan for 60-days without MET at levels of reduced demands
- 2 7 days or more without grid
- 3 Cal Domestic System (Brea/La Habra) and OCWD Basin Agencies need emergency generators
- 4 South Orange County needs Emergency Supplies c up to 53 cfs, plus emergency generators
- 5 MET to examine SWP outage durations



26



Poseidon Project

1. When do we or when does MET need it?
2. Who pays and who benefits?
3. Can the groundwater basin take 100% of the water? Is SOC interested? What will the integration look like?
4. Will MET provide an LRP incentive?
5. When will the Coastal Commission Permit be secured?
6. What will the final negotiated contract look like?

27



Blast from the Past

- MET's Diamond Valley Reservoir was hotly contested when it was proposed
- OCWD's Groundwater Replenishment Project was hotly contested when it was proposed



Other Questions?

Where did El Nino go???

When will normal get here???



28

Status of Ongoing MWDOC Reliability and Engineering and Planning Projects

May 31, 2016

Description	Lead Agency	Status % Complete	Scheduled Completion Date	Comments
Baker Treatment Plant or Expansion of Baker Water Treatment Plant	IRWD, MNWD, SMWD, ETWD Trabuco CWD		On line date is Oct 2016	<p>The NEW OC-33 Mag Meter serving the Baker Pipeline and the Baker Treatment Plant will be installed on June 6. As of the time of publication of this packet, staff was still awaiting wording from MET on the low flow waiver at this meter between June 6 and the time when the treatment plant begins operations on a regular basis.</p> <p>Karl Seckel, Keith Lyon and Jeff Stalvey worked with IRWD and the other Baker Treatment Plant owners to discuss the process for billing for water from the facility.</p>
Doheny Desalination Project	South Coast Water District, Laguna Beach CWD			<p>South Coast Water District is continuing to pursue a 5 mgd ocean desalination project. The Board just approved offshore geophysical work to better understand the offshore alluvial structure and extent to improve the groundwater modeling and to help in the local of the project wells.</p> <p>The first official updated cost estimate was scheduled for May, but has been pushed off to allow updates to be provided on certain project elements.</p> <p>MWDOC is working on the decommissioning and removal of the test facilities.</p> <p>MWDOC is awaiting NWRI to schedule the Science Advisory Panel to review both the SJBA and the South Coast Water District Foundational</p>

Item 5a

Description	Lead Agency	Status % Complete	Scheduled Completion Date	Comments
				Action Program Studies.
Poseidon Resources Ocean Desalination Project in Huntington Beach				<p>Three items are on the upcoming June 1 OCWD Board agenda:</p> <ol style="list-style-type: none"> 1. POSEIDON CONFIDENTIALITY AGREEMENT - Authorize execution of the Poseidon Confidentiality Agreement Amendment No. 2 2. WATER QUALITY STUDY FOR POSEIDON DESALINATION PROJECT – Conduct a workshop on water quality issues with respect to the project 3. POSEIDON RESOURCES CALIFORNIA ENVIRONMENTAL QUALITY ACT (CEQA) REIMBURSEMENT AGREEMENT - <ul style="list-style-type: none"> ○ Authorize the following actions: ○ Commence preparation of CEQA documents for the project; ○ Execute Poseidon CEQA Reimbursement Agreement; and ○ Issue necessary agreements with CEQA consultants to assist with this effort
Orange County Reliability Study				A report is included in the P&O Committee packet.
Other Meetings/Work				Karl Seckel met with Paul Shoenberger from Mesa Water to discuss the OC-44 pipeline and the potential to move groundwater to South Orange County through the pipeline. We also discussed several options for the expansion of the Emergency Services Program from 2006.
				MWDOC staff worked with our legal firm, BB&K to complete the Amicus Brief support for YLWD in the pending court case regarding water rates.

Description	Lead Agency	Status % Complete	Scheduled Completion Date	Comments
				Karl Seckel participated with the Board of CalDesal to work with the incoming Executive Director Paul Kelley. Paul will be setting up monthly phone calls and a workshop in early July to help set the course for his work as head of the organization. Key issues will be to build membership and expand objectives to include salinity management to bring in inland groundwater agencies to the organization.
				Karl Seckel and Director Jeff Thomas participated in the special SAC meeting to gain approval of the service connection agreements between SAC and MWDOC for service connections OC-33 and OC-33A. The MWDOC Board had previously approved the form of agreement as had MET. The SAC Commission approved the agreements.
				Karl Seckel attended a lecture at UCI Water, "Some Wider Perspectives on the Current California Drought" featuring Glen M. MacDonald, Ph.D., John Muir Memorial Chair of Geography, Director of the White Mountain Research Center and a UCLA Distinguished Professor. Dr. MacDonald reviewed the recent drought and emphasized that the distinguishing feature was the extreme heat that came with the dry conditions to make it one of the most difficult droughts in California history. He had done a lot of research into paleo records that show the variability of the weather over the past 1000 years; his perspective is to expect reductions in supplies of 10 to 15% over the long run with turf landscapes to become a thing of the past. He believes we are on the right path to allowing California to manage through the droughts, but there is much work to be done.

**Status of Ongoing WEROC Projects
May 2016**

Item 5b

Description	Comments
General Activities	<p>WEROC Staff coordinated and hosted the Orange County Water Association (OCWA) SafetyFest from 2008 to 2014. Kelly decided not to host the event last year due to project load and staffing. Many of the WEROC Member Agencies asked for the event and OCWA asked Kelly to reconsider coordinating the event again. Kelly coordinated the event with assistance from the OCWA Board on May 18th at the City of Santa Ana Public Works Yard. The training day included 5 speakers and 7 continuing education units for the approximately 100 Treatment and Distribution Operators, Engineers and Safety staff who attended.</p>
Coordination with Member Agencies	<p>The WEROC Emergency Coordinator Meeting was held on May 3rd. Updates on the following programs were provided: OCFA Wildland Urban Interface Response Plans, Fuel Trailers grant purchase, AlertOC upcoming MOU update, WebEOC changes and training, the May 12th Quake-Ex county-wide exercise, and additional considerations for the Water Procurement and Distribution planning process. Agencies in attendance: El Toro Water District (ETWD), Yorba Linda Water District (YLWD), State Water Resource Control Board – Division of Drinking Water (SWRCB-DDW), Mid-Way City Sanitary District (MCSD), Mesa Water District (Mesa), Costa Mesa Sanitary District (CMSD), Irvine Ranch Water District (IRWD), City of Newport Beach, Moulton Niguel Water District (MNWD), Laguna Beach County Water District (LBCWD), South Orange County Wastewater Authority (SOCWA), City of Anaheim, City of Westminster, City of La Palma, East Orange County Water District (EOCWD), and City of Huntington Beach.</p> <p>Kelly Hubbard was asked to provide a presentation on the WEROC program to the City of Anaheim Water Division staff and to the City of Fullerton's Energy Resource Management Committee. The staff from Anaheim included engineers, management, IT and safety/regulatory compliance staff from the City Water Division. City of Fullerton's Energy Resource Management Committee is an appointed committee that reports to the City Council and deals with issues related to energy, water services and other natural resources. The presentations provided information on how WEROC was formed, it's funding, day to day services, its role in</p>

Description	Comments
	<p>disaster response and recovery, and lastly current significant efforts. Both presentations were very well received.</p> <p>The South Orange County Wastewater Authority (SOCWA) asked WEROC to provide two sessions of the NIMS required training - ICS/NIMS 100 & 700 (SEMS is included). SOCWA hosted the training at Dana Point Marina Inn and opened up seats to other WEROC member agencies. Approximately 70 attendees completed training.</p> <p>Kelly facilitated a Joint Member Agency and WEROC EOC Staff Tabletop Exercise on April 14th and a second one on May 12th. The purpose of the exercise was for the staff from WEROC and our Member Agencies to learn from each other about water system and emergency response concepts, forms and terminology. Participants received a refresher training on information needs during a disaster. Then participants processed disaster scenarios to fill out the County forms as if they were a water utility. And lastly they evaluated that information and forms for what was missing based on the perspective of WEROC or the County EOC. Participating Agencies on May 12th: SOCWA, EOCWD, ETWD, MWDOC, SWRCB-DDW, City of Newport Beach, and WEROC Volunteers.</p> <p>During WEROC's joint tabletop exercise, the County EOC also activated for a functional exercise. Melissa Baum-Haley (MWDOC) went to the County EOC to fulfill the role of the WEROC Liaison position for her first time. She did an excellent job representing WEROC and brought back several great insights into current point of distribution planning efforts. Additionally, Kevin Crawford of Moulton Niguel Water District, provided support to the County's exercise by acting as the "Water & Utilities Simulator" to simulate agencies that were not actively playing in the exercise that day.</p> <p><i>Orange County Water Procurement and Distribution Planning Update – Efforts to date:</i></p> <ul style="list-style-type: none"> - February 25 kick-off planning meeting - Development of several tools: <i>Water Utility Water Distribution Template, City Water Distribution Template, Point of Distribution (POD) Site Evaluation Checklist, and a POD Supplies Checklist.</i>

Description	Comments
	<ul style="list-style-type: none"> - <i>Presentation to MWDOC's A&F Committee and the MWDOC Member Agency Manager's meeting</i> - <i>Second Planning Meeting – April 20th</i> <p>UPDATE: Kelly provided a presentation to the Orange County Emergency Management Organization (OCEMO) on May 5th on the planning efforts to date and tools. She presented the goal to have each city and coordinating partner participate in the planning process for their service area. There were a lot of good suggestions, questions and verbal commitments to participate. At the meeting, Linda Morin, retired Emergency Manager of Orange Coast Community College District, volunteered to assist with some of the research needed for this planning.</p> <p>On May 17th Kelly met with the first small group to start the water procurement and planning process. The group was largely put together based on geographic area and included representatives from cities, water utilities, WEROC and the County. The meeting was a great success in identifying hurdles to the planning process and an action plan moving forward. This south county based group will be the lead group in the county-wide effort helping Kelly to establish the planning processes, implementation procedures and county-wide policies for all areas. The next steps will be to create similar small working groups that include all areas of the county and to set-up initial planning meetings. This group will meet again in June. Participants: Cities of Laguna Beach, Dana Point, San Clemente, Aliso Viejo, Laguna Niguel; Special districts of LBCWD, SCWD, and Emerald Bay Service District; and the County Emergency Management Division</p> <p>Kelly developed the Request for Bids (RFB) for ten (10) 500 Gallon Fuel Trailers. The RFB and technical specifications for the trailers were developed with the assistance of Member Agency staff and Howard Johnson of Brady Engineering, who donated a significant amount of his time to this effort. These trailers are a grant funded project. A full report on the Request for Bids and vendor selection is included in the Board Agenda packet.</p>
Coordination with the County of Orange	<p>Kelly attended the OCEMO Communications Committee which discussed radio operations, WebEOC and AlertOC. The meeting included an update on the selection of a vendor for the</p>

Description	Comments
	<p>AlertOC system. A full staff report is included in the Board Agenda Packet. Additionally, OC Emergency Management staff presented the updates that are being finalized within WebEOC. These updates should make the system more user friendly, as well as operational on mobile devices (primarily tablets) and with any internet browser.</p> <p>Kelly attended the OC Drought Task Force meeting. There were updates on the status of private wells in the county, agricultural impacts and a discussion on the ongoing impacts of the drought. The primary on-going impacts of the drought that are of concern at this time is the significant fire season that is expected and the tree mortality occurring due to various beetles that thrive in drought conditions. Tree mortality is a safety issue, a potential fire hazard and in some areas is threatening water lines when trees are falling.</p> <p>Kelly attended the Orange County Operational Area Emergency Management Council and the Orange County Operational Area Executive Board Joint Meeting on May 11th. Significant topics of discussion were: FEMA approval of the 2015 OC Hazard Mitigation Plan; the 2016 Capstone Exercise (a state-wide point of distribution exercise); and a report on the law enforcement mutual aid response to support President Nominee Trump's rally in Costa Mesa.</p>
<p>WEROC Emergency Operations Center (EOC) Readiness</p>	<p>Staff participated in the OC Operational Area Radio Test. The MARS Radio Test was the same day as the SafetyFest.</p> <p>Shenandoah Hage, MWDOC Office Assistant, has been assisting the WEROC program while the WEROC Coordinator position is vacant. Shenandoah is working on an update to the 4 plans that are in the Safety Center phone application, including a significant update to the contacts within the app.</p> <p>Staff was notified that MET will be completing a seismic retrofit of the Gerald Price Operations Center where the WEROC North EOC is housed. Kelly met with MET staff to discuss the project timeframe and what equipment would need to be removed from the EOC during the retrofit. It was determined that the WEROC radio antennas and cabling would need to be</p>

Description	Comments
	<p>removed from the roof during the construction process. Kelly will work with MET to coordinate the radio antenna removal and the construction timeline.</p> <p>Kelly conducted the bi-monthly WEROC Radio Test from the Fountain Valley offices. The radio communications were very clear this month and participation was good.</p>

Status of Water Use Efficiency Projects

May 2016

Description	Lead Agency	Status % Complete	Scheduled Completion or Renewal Date	Comments
Smart Timer Rebate Program	MWDSC	Ongoing	Ongoing	For April 2016, 51 residential and 58 commercial smart timers were installed in Orange County. For program water savings and implementation information, please see MWDOC Water Use Efficiency Program Savings and Implementation Report.
Rotating Nozzles Rebate Program	MWDSC	Ongoing	Ongoing	For April 2016, 8,185 rotating nozzles were installed in Orange County. For program savings and implementation information, please see MWDOC Water Use Efficiency Program Savings and Implementation Report.
Water Smart Landscape Program	MWDOC	On-going	On hold pending evaluation and RFP process	This Program is currently on hold while a Process and Impact Evaluation is conducted. Once the Evaluation is complete, the results will be used to make refinements to the Program. For program savings and implementation information, please see MWDOC Water Use Efficiency Program Savings and Implementation Report.
SoCal WaterSmart Residential Indoor Rebate Program	MWDSC	On-going	On-going	In April 2016, 184 high efficiency clothes washers, 57 high efficiency toilets, and 91 premium high efficiency toilets were installed through this program. For program savings and implementation information, please see MWDOC Water Use Efficiency Program Savings and Implementation Report.

Item 5c

SoCal Water\$mart Commercial Rebate Program	MWDSC	On-going	On-going	In April 2016, 2 high efficiency toilets, 3,496 multi-family high efficiency toilets, 1,518 premium high efficiency toilets, and 91 zero water urinals were installed through this program. For program savings and implementation information, please see MWDOC Water Use Efficiency Program Savings and Implementation Report.
Industrial Process Water Use Reduction Program	MWDOC	September 2016	95%	A total of 41 Focused Surveys and 19 Comprehensive Surveys have been completed or are in progress. To date, 15 companies have signed Incentive Agreements. Updated discharger lists have been obtained, and outreach is continuing to sites with feasible water savings potential. As a result of this program, 359 AFY of water savings is being achieved.
MWDOC Conservation Meeting	MWDOC	Monthly	On-going	This month's meeting was held on May 5, 2016 at the City of Anaheim. The next meeting will be on June 2, 2016 at MWDOC.
Metropolitan Conservation Meeting	MWDSC	Monthly	On-going	This month's meeting was held on May 19, 2016. The next meeting will be June 16, 2016 at Metropolitan.
Turf Removal Program	MWDOC	Ongoing	On-going	In May 2016, 447 rebates were paid, representing \$1,925,471.96 in rebates paid this month in Orange County. To date, the Turf Removal Program has removed approximately 18 million square feet of turf. For program savings and implementation information, please see MWDOC Water Use Efficiency Program Savings and Implementation Report.
California Sprinkler Adjustment Notification System – Base Irrigation Schedule Calculator	MWDOC	April 2016	95%	MWDOC was awarded an additional grant from the Bureau of Reclamation to develop the Base Irrigation Schedule Calculator in support of the California Sprinkler Adjustment Notification System (CSANS). This system will e-mail or “push” an irrigation index to assist property owners with making global irrigation scheduling adjustments. Participants voluntarily register to receive this e-mail at www.csans.net and can unsubscribe at any time.

California Sprinkler Adjustment Notification System – Base Irrigation Schedule Calculator (cont.)				<p>EcoLandscape California (ELC) was selected and approved by the Board to develop the Base Irrigation Schedule Calculator and instructional videos. Development of the calculator and instructional video has been completed and is operational on our website.</p> <p>Through a grant from the Department of Water Resources (DWR) to the California Urban Water Conservation Council, the East Bay Municipal Utility District and Bay Area Water Supply and Conservation Agency are now being enrolled in CSANS. Once this has been completed, staff will be pursuing DWR for administration of CSANS state-wide.</p> <p>The final invoice and report for the Base Irrigation Schedule Calculator was submitted to the Bureau of Reclamation in April 2016.</p>
Spray to Drip Conversion Program	MWDOC	68%	October 2017	<p>This is a pilot program designed to test the efficacy of replacing conventional spray heads in shrub beds with low-volume, low-precipitation drip technology. Through a rebate program format, residential and commercial sites will be encouraged to convert their existing spray nozzles to drip.</p> <p>To date, 193 residential sites and 52 commercial sites have completed spray to drip conversion projects.</p>
Landscape Training and Outreach	MWDOC & County Stormwater	Ongoing	Ongoing	<p>The Orange County Garden Friendly (OCGF) Pilot Program promotes the use of climate appropriate plants and water efficient irrigation practices, with the overall goals of reducing water runoff and improving outdoor water use efficiency. The Program is a collaborative effort of the Orange County Stormwater Program (OCSP) and the University of California Cooperative Extension (UCCE). The final event of this season was held on April 30 at the Home Depot in Costa Mesa. The new season will commence in March 2017.</p>

Orange County

Water Use Efficiency Programs Savings and Implementation Report

Retrofits and Acre-Feet Water Savings for Program Activity

Program	Program Start Date	Retrofits Installed in	Month Indicated		Current Fiscal Year		Overall Program	
			Interventions	Water Savings	Interventions	Water Savings	Interventions	Cumulative Water Savings[4]
High Efficiency Clothes Washer Program	2001	April-16	184	0.53	4,311	72.46	107,678	20,776
Smart Timer Program - Irrigation Timers	2004	April-16	109	3.35	1,416	148.43	14,483	29,222
Rotating Nozzles Rebate Program	2007	April-16	8,185	32.73	55,417	1,095.25	516,287	9,870
SoCal WaterSmart Commercial Plumbing Fixture Rebate Program	2002	April-16	5,107	12.77	19,160	174.91	67,326	34,632
Water Smart Landscape Program [1]	1997	November-15	12,677	904.62	12,677	3,615.21	12,677	72,668
Industrial Process Water Use Reduction Program	2006	April-16	0	11.41	1	11.41	15	1,639
Turf Removal Program [3]	2010	May-16	970,273	11.31	10,447,748	23	17,965,421	4,043
High Efficiency Toilet (HET) Program	2005	April-16	148	0.52	11,937	423.12	58,211	11,602
Home Water Certification Program	2013	November-15	0	0.000	53	0.251	312	15,266
Synthetic Turf Rebate Program	2007						685,438	469
Ultra-Low-Flush-Toilet Programs [2]	1992						363,926	162,561
Home Water Surveys [2]	1995						11,867	1,708
Showerhead Replacements [2]	1991						270,604	19,083
Total Water Savings All Programs			977	5,564	10,552,720	20,074,245	45,778	368,288

(1) Water Smart Landscape Program participation is based on the number of water meters receiving monthly Irrigation Performance Reports.

(2) Cumulative Water Savings Program To Date totals are from a previous Water Use Efficiency Program Effort.

(3) Turf Removal Interventions are listed as square feet.

(4) Cumulative & annual water savings represents both active program savings and passive savings that continues to be realized due to plumbing code changes over time.

HIGH EFFICIENCY CLOTHES WASHERS INSTALLED BY AGENCY

through MWDOC and Local Agency Conservation Programs

Agency	FY 06/07	FY 07/08	FY 08/09	FY 09/10	FY 10/11	FY 11/12	FY 12/13	FY 13/14	FY 14/15	FY 15/16	Total	Current FY Water Savings Ac/Ft (Cumulative)	Cumulative Water Savings across all Fiscal Years	15 yr. Lifecycle Savings Ac/Ft
Brea	132	175	156	42	186	144	93	115	114	66	1,800	1.22	347.70	931
Buena Park	85	114	146	59	230	145	105	106	91	51	1,439	0.81	264.06	745
East Orange CWD RZ	18	22	17	3	23	10	10	8	8	7	188	0.13	38.31	97
El Toro WD	91	113	130	32	162	112	134	121	111	54	1,463	0.95	268.33	757
Fountain Valley	205	219	243	72	289	158	115	102	110	69	2,328	1.13	468.65	1,205
Garden Grove	238	304	332	101	481	236	190	162	165	131	3,316	1.87	645.00	1,716
Golden State WC	339	401	447	168	583	485	265	283	359	222	4,839	3.58	913.33	2,504
Huntington Beach	761	750	751	211	963	582	334	295	319	186	8,027	3.06	1,652.64	4,153
Irvine Ranch WD	1,972	2,052	1,844	1,394	2,621	2,170	1,763	1,664	1,882	1,264	23,036	21.13	4,181.37	11,919
La Habra	96	136	83	22	179	128	82	114	87	50	1,258	0.82	231.14	651
La Palma	33	35	51	25	76	46	34	25	34	24	443	0.34	79.40	229
Laguna Beach CWD	57	77	77	27	96	57	38	37	39	29	910	0.63	181.23	471
Mesa Water	239	249	246	73	232	176	114	86	89	80	2,405	1.08	500.50	1,244
Moulton Niguel WD	652	716	742	250	1,127	679	442	421	790	603	9,261	10.54	1,700.92	4,792
Newport Beach	245	270	259	57	197	142	116	92	95	62	2,559	1.17	541.81	1,324
Orange	366	365	403	111	349	262	218	163	160	103	3,797	1.78	783.42	1,965
Orange Park Acres	4	8	-	-	-	-	-	-	-	-	12	0.00	3.09	6
San Juan Capistrano	109	103	127	43	190	110	76	73	92	53	1,416	1.07	271.74	733
San Clemente	204	261	278	63	333	206	140	94	141	66	2,541	1.23	495.51	1,315
Santa Margarita WD	654	683	740	257	1,105	679	553	662	792	394	9,077	7.03	1,666.68	4,697
Seal Beach	47	46	57	7	81	51	31	29	38	20	590	0.39	113.42	305
Serrano WD	30	31	23	7	21	20	13	10	26	7	345	0.13	71.97	179
South Coast WD	107	130	148	43	183	112	89	79	68	41	1,538	0.74	297.94	796
Trabuco Canyon WD	69	60	62	28	82	62	30	45	47	30	766	0.57	146.91	396
Tustin	152	146	144	45	174	97	78	59	80	55	1,557	0.95	315.18	806
Westminster	213	171	233	74	329	208	121	82	109	88	2,441	1.18	482.73	1,263
Yorba Linda	288	350	367	117	394	273	181	167	156	107	3,680	1.96	751.58	1,904
MWDOC Totals	7,406	7,987	8,106	3,331	10,686	7,350	5,365	5,094	6,002	3,862	91,032	65.49	17,414.57	17,587
Anaheim	854	847	781	860	910	477	331	285	295	195	10,398	3.24	2,142.12	5,380
Fullerton	269	334	330	69	397	270	200	186	211	130	3,553	2.09	645.63	1,838
Santa Ana	236	235	257	87	355	190	163	131	132	124	2,695	1.64	573.59	1,394
Non-MWDOC Totals	1,359	1,416	1,368	1,016	1,662	937	694	602	638	449	16,646	6.97	3,361.34	3,216
Orange County Totals	8,765	9,403	9,474	4,347	12,348	8,287	6,059	5,696	6,640	4,311	107,678	72.46	20,775.92	20,803

SMART TIMERS INSTALLED BY AGENCY through MWDOC and Local Agency Conservation Programs

Agency	FY 08/09		FY 09/10		FY 10/11		FY 11/12		FY 12/13		FY 13/14		FY 14/15		FY 15/16		Total Program		Cumulative Water Savings across all Fiscal Years
	Res	Comm	Res	Comm	Res	Comm	Res	Comm	Res	Comm	Res	Comm	Res	Comm	Res	Comm	Res	Comm.	
Brea	3	9	0	0	2	0	8	0	9	8	4	0	43	6	18	4	98	76	401.52
Buena Park	3	1	0	0	0	0	4	19	3	0	0	0	4	10	4	4	18	34	88.62
East Orange CWD RZ	0	0	0	0	1	0	5	0	2	0	0	0	2	0	0	0	13	0	3.60
El Toro WD	0	25	2	18	5	5	26	2	7	2	11	0	8	9	6	17	79	347	1,987.57
Fountain Valley	1	0	0	0	6	2	8	2	3	2	4	0	7	10	10	1	55	28	116.04
Garden Grove	2	1	6	0	5	4	7	0	5	2	9	0	10	14	10	11	70	38	112.17
Golden State WC	1	2	9	22	7	4	13	3	9	49	9	25	39	12	29	13	163	152	530.11
Huntington Beach	13	1	6	27	6	36	15	4	18	33	20	35	19	2	28	8	170	170	671.55
Invine Ranch WD	29	56	14	145	28	153	267	71	414	135	71	59	67	310	188	122	1,374	1,781	8,014.11
La Habra	0	0	0	21	0	0	3	0	4	7	2	0	4	7	3	1	24	37	140.48
La Palma	0	0	0	0	0	0	1	0	1	0	0	0	2	0	2	2	8	2	2.32
Laguna Beach CWD	2	0	2	14	4	1	109	2	76	2	71	0	86	0	81	1	465	20	161.93
Mesa Water	6	7	13	7	7	22	21	0	10	2	15	2	17	28	25	4	158	105	490.29
Moulton Niguel WD	21	23	17	162	36	60	179	31	51	74	40	45	46	95	124	83	639	655	2,398.60
Newport Beach	10	27	7	58	6	0	275	12	242	26	168	75	11	9	21	11	1,001	365	1,946.92
Orange	5	2	2	13	5	8	25	0	20	24	13	9	18	31	39	13	204	155	678.34
San Juan Capistrano	10	0	7	49	13	1	103	2	14	18	6	11	6	19	14	8	194	117	453.23
San Clemente	81	20	13	209	46	11	212	17	26	7	28	2	28	24	21	3	1,009	361	2,054.59
Santa Margarita WD	25	44	10	152	61	53	262	7	53	171	64	93	53	321	133	68	772	1,083	3,615.51
Santiago CWD	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0.00
Seal Beach	0	0	0	1	0	0	0	3	1	0	1	0	1	12	2	0	5	52	104.17
Serrano WD	0	0	11	0	4	0	3	0	1	0	0	0	4	0	10	2	33	2	7.71
South Coast WD	11	6	3	10	13	3	78	10	13	16	8	4	104	73	9	11	271	212	836.52
Trabuco Canyon WD	1	0	2	0	2	10	12	0	6	0	2	0	6	1	13	0	87	104	695.59
Tustin	7	9	10	14	10	0	11	0	8	4	9	1	18	14	28	8	105	57	217.93
Westminster	3	0	3	0	1	1	2	0	1	1	2	0	13	17	7	1	48	32	131.74
Yorba Linda	8	5	5	21	25	0	22	0	20	0	12	5	32	2	49	19	254	104	542.87
MWDOC Totals	242	238	142	949	289	374	1,671	185	1,017	583	571	402	648	1,026	874	415	7,317	6,089	26,404.00

Anaheim	9	59	5	46	12	11	23	60	19	10	9	26	7	52	23	30	150	443	1,965.32
Fullerton	2	2	2	39	9	33	22	51	9	29	8	0	40	26	18	10	132	190	645.28
Santa Ana	2	4	1	8	8	0	6	5	8	19	7	8	9	27	19	26	64	97	207.74
Non-MWDOC Totals	13	65	8	93	29	44	51	116	36	58	24	34	56	105	60	66	346	730	2,818.34

Orange County Totals	255	303	150	1,042	318	418	1,722	301	1,053	641	595	436	704	1,131	934	481	7,663	6,819	29,222
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ROTATING NOZZLES INSTALLED BY AGENCY
through MWDOC and Local Agency Conservation Programs

Agency	FY 10/11			FY 11/12			FY 12/13			FY 13/14			FY 14/15			FY 15/16			Total Program			Cumulative Water Savings across all Fiscal Years
	Small	Large	Res	Small	Large	Res	Small	Large	Res	Small	Large	Res	Small	Large	Res	Small	Large	Res	Small	Large		
	Comm.	Comm.		Comm.	Comm.		Comm.	Comm.		Comm.	Comm.		Comm.	Comm.		Comm.	Comm.		Comm.	Comm.		
Brea	32	0	0	130	0	0	65	120	0	84	0	157	45	0	74	2,484	0	572	2,749	0	20.57	
Buena Park	29	0	0	32	0	0	65	0	0	53	0	248	0	0	45	98	0	509	173	2,535	451.38	
East Orange	0	0	0	340	0	0	55	0	0	30	0	221	0	0	0	0	0	751	0	0	9.60	
El Toro	174	0	0	357	76	0	23	6,281	0	56	3,288	0	1,741	28,714	0	730	4,457	0	3,314	45,980	890	638.35
Fountain Valley	83	0	0	108	0	0	35	0	0	0	0	107	0	0	222	0	0	710	0	0	8.76	
Garden Grove	38	0	0	119	0	0	95	0	0	80	0	88	50	0	110	0	0	878	201	0	17.42	
Golden State	303	943	0	294	0	0	257	2,595	0	192	0	583	1,741	0	1,088	0	0	3,241	5,308	0	106.98	
Huntington Beach	203	625	0	458	0	0	270	0	0	120	0	798	1,419	0	1,345	2,793	0	3,648	9,121	2,681	756.74	
Irvine Ranch	2,411	2,861	0	1,715	4,255	0	25,018	1,014	0	11,010	4,257	0	1,421	632	0	1,917	5,047	0	46,730	85,050	2,004	2,679.09
La Habra	0	0	0	33	90	0	0	0	0	15	0	109	338	0	300	0	0	481	1,236	900	218.61	
La Palma	0	0	0	0	0	0	0	0	0	0	0	0	0	0	46	505	0	56	505	0	2.44	
Laguna Beach	156	0	0	763	0	0	3,596	0	0	2,948	878	0	2,879	1,971	0	1,390	0	12,139	2,896	0	169.98	
Mesa Water	118	0	0	297	277	0	270	0	0	361	0	229	0	0	166	0	0	1,917	385	343	117.61	
Moulton Niguel	1,578	0	0	1,225	0	0	512	1,385	0	361	227	0	1,596	4,587	0	1,044	1,441	0	7,273	14,643	2,945	913.27
Newport Beach	337	1,208	0	640	3,273	0	25,365	50	0	19,349	6,835	0	460	3,857	0	348	670	0	46,678	21,413	0	950.38
Orange	135	30	0	343	0	0	264	0	0	245	120	0	304	668	0	631	91	0	3,170	1,072	0	59.98
San Clemente	2,612	851	0	4,266	117	1,343	631	172	0	415	5,074	0	326	0	426	0	0	9,989	7,538	1,343	387.59	
San Juan Capistrano	1,452	0	0	949	0	0	684	30	0	370	0	495	737	0	310	593	0	5,420	8,729	0	243.37	
Santa Margarita	3,959	3,566	0	4,817	0	0	983	0	0	389	0	1,207	1,513	0	1,727	837	0	16,057	6,921	611	422.91	
Seal Beach	0	0	0	0	0	0	0	0	0	0	0	40	5,261	0	0	2,300	0	155	7,852	0	60.16	
Serrano	364	0	0	58	0	0	190	0	0	105	0	377	0	0	695	0	0	3,405	0	0	49.76	
South Coast	318	1,772	0	688	359	0	435	0	0	70	0	4,993	13,717	0	1,421	2,889	0	8,114	18,870	0	229.18	
Trabuco Canyon	0	0	0	379	0	0	34	0	0	0	0	56	0	0	130	0	0	2,086	791	0	52.64	
Tustin	512	0	0	476	1,013	0	378	0	0	329	0	408	0	0	317	386	0	3,306	1,399	0	62.21	
Westminster	0	0	0	26	0	0	15	0	0	0	0	54	0	0	73	0	0	359	0	0	5.54	
Yorba Linda	529	0	0	559	0	0	730	0	0	40	990	0	921	0	1,715	0	0	5,868	4,359	500	259.95	
MWDOC Totals	15,343	11,856	0	19,072	9,460	1,343	59,970	11,647	0	36,622	21,669	0	19,818	65,250	0	16,270	24,591	0	186,826	247,191	14,752	8,894.48
Anaheim	372	382	0	742	38,554	0	459	813	0	338	0	498	712	0	379	5,221	0	3,458	45,846	105	576.78	
Fullerton	416	0	0	409	0	0	119	0	0	107	0	684	1,196	0	521	7,015	0	2,845	8,275	1,484	335.46	
Santa Ana	53	0	0	22	65	0	99	0	0	86	2,533	0	310	0	0	1,420	0	859	4,646	0	63.15	
Non-MWDOC Totals	841	382	0	1,173	38,619	0	677	813	0	531	2,533	0	1,492	1,908	0	900	13,656	0	7,162	58,767	1,589	975.39
Orange County Totals	16,184	12,238	0	20,245	48,079	1,343	60,647	12,460	0	37,153	24,202	0	21,310	67,158	0	17,170	38,247	0	193,988	305,958	16,341	9,869.86

SOCAL WATER\$MART COMMERCIAL PLUMBING FIXTURES REBATE PROGRAM^[1]

INSTALLED BY AGENCY

through MWDOD and Local Agency Conservation Programs

Agency	FY 07/08	FY 08/09	FY 09/10	FY 10/11	FY 11/12	FY 12/13	FY 13/14	FY 14/15	FY 15/16	Totals	Cumulative Water Savings across all Fiscal Years
Brea	27	113	24	4	1	234	0	10	91	631	348
Buena Park	153	432	122	379	290	5	23	56	591	2,356	934
East Orange CWD RZ	0	0	0	0	0	0	0	0	0	0	0
El Toro WD	0	92	143	1	137	0	212	6	268	1,027	519
Fountain Valley	17	35	0	2	314	0	0	1	249	872	523
Garden Grove	5	298	130	22	0	4	1	167	520	1,885	1,318
Golden State WC	46	414	55	68	135	0	1	0	1,008	2,812	1,708
Huntington Beach	48	104	126	96	156	104	144	7	783	2,313	1,377
Irvine Ranch WD	121	789	2,708	1,002	646	1,090	451	725	8,776	19,584	6,103
La Habra	191	75	53	4	0	0	0	0	172	715	481
La Palma	0	140	21	0	0	0	0	0	0	166	74
Laguna Beach CWD	20	137	189	0	0	0	27	0	0	446	281
Mesa Water	141	543	219	669	41	6	0	79	661	3,472	1,831
Moulton Niguel WD	9	69	151	6	0	0	0	3	413	996	735
Newport Beach	98	27	245	425	35	0	0	566	0	1,834	1,144
Orange	18	374	67	1	73	1	271	81	275	2,179	1,568
San Juan Capistrano	2	1	1	0	0	0	14	0	0	260	367
San Clemente	2	18	43	0	19	0	0	1	0	432	350
Santa Margarita WD	6	23	11	0	0	0	0	2	90	207	186
Santiago CWD	0	0	0	0	0	0	0	0	0	0	0
Seal Beach	1	2	124	0	0	0	0	0	0	354	383
Serrano WD	0	0	0	0	0	0	0	0	0	0	0
South Coast WD	9	114	56	422	84	148	0	382	0	1,320	441
Trabuco Canyon WD	0	4	0	0	0	0	0	0	0	11	14
Tustin	115	145	25	230	0	0	0	75	358	1,190	731
Westminster	40	161	16	63	35	1	28	0	146	961	903
Yorba Linda	10	24	8	30	0	1	0	0	226	511	501
MWDOD Totals	1,079	4,134	4,537	3,424	1,966	1,594	1,172	2,161	14,627	46,534	22,817
Anaheim	766	3,298	582	64	48	165	342	463	2,898	13,270	6,171
Fullerton	133	579	29	4	0	94	0	178	476	2,157	1,443
Santa Ana	493	815	728	39	12	16	17	5	1,159	5,365	4,200
Non-MWDOD Totals	1,392	4,692	1,339	107	60	275	359	646	4,533	20,792	11,814
Orange County Totals	2,471	8,826	5,876	3,531	2,026	1,869	1,531	2,807	19,160	67,326	34,632

[1] Retrofit devices include ULF Toilets and Urinals, High Efficiency Toilets and Urinals, Multi-Family and Multi-Family 4-Liter HETs, Zero Water Urinals, High Efficiency Clothes Washers, Cooling Tower Conductivity Controllers, Ph Cooling Tower Conductivity Controllers, Flush Valve Retrofit Kits, Pre-rinse Spray heads, Hospital X-Ray Processor Recirculating Systems, Steam Sterilizers, Food Steamers, Water Pressurized Brooms, Laminar Flow Restrictors, and Ice Making Machines.

Water Smart Landscape Program

Total Number of Meters
in Program by Agency

Agency	FY 06-07	FY 07-08	FY 08-09	FY 09-10	FY 10-11	FY 11-12	FY 12-13	FY 13-14	FY 14-15	FY 15-16	Overall Water Savings To Date (AF)
Brea	0	0	0	0	0	22	22	22	22	22	64.37
Buena Park	0	0	0	17	103	101	101	101	101	101	462.69
East Orange CWD RZ	0	0	0	0	0	0	0	0	0	0	0.00
El Toro WD	227	352	384	371	820	810	812	812	812	812	4,856.93
Fountain Valley	0	0	0	0	0	0	0	0	0	0	0.00
Garden Grove	0	0	0	0	0	0	0	0	0	0	0.00
Golden State WC	0	14	34	32	34	32	32	32	32	32	200.59
Huntington Beach	0	0	0	31	33	31	31	31	31	31	148.43
Irvine Ranch WD	646	708	1,008	6,297	6,347	6,368	6,795	6,797	6,769	6,780	38,304.89
Laguna Beach CWD	0	0	57	141	143	141	124	124	124	124	733.07
La Habra	0	0	23	22	24	22	22	22	22	22	136.72
La Palma	0	0	0	0	0	0	0	0	0	0	0.00
Mesa Water	138	165	266	265	288	450	504	511	514	515	2,943.57
Moulton Niguel WD	113	180	473	571	595	643	640	675	673	661	4,120.71
Newport Beach	23	58	142	171	191	226	262	300	300	300	1,501.19
Orange	0	0	0	0	0	0	0	0	0	0	0.00
San Clemente	204	227	233	247	271	269	269	299	407	459	2,368.77
San Juan Capistrano	0	0	0	0	0	0	0	0	0	0	0.00
Santa Margarita WD	618	945	1,571	1,666	1,746	1,962	1,956	2,274	2,386	2,386	14,178.10
Seal Beach	0	0	0	0	0	0	0	0	0	0	0.00
Serrano WD	0	0	0	0	0	0	0	0	0	0	0.00
South Coast WD	0	62	117	108	110	118	118	118	164	164	829.91
Trabuco Canyon WD	0	12	49	48	62	60	60	60	60	60	350.52
Tustin	0	0	0	0	0	0	0	0	0	0	0.00
Westminster	0	10	18	18	20	18	18	18	18	18	116.46
Yorba Linda WD	0	0	0	0	0	0	0	0	0	0	0.00
MWDOC Totals	1,969	2,733	4,395	10,025	10,787	11,273	11,766	12,196	12,435	12,487	71,316.9
Anaheim	0	0	0	142	146	144	190	190	190	190	1,351.53
Fullerton	0	0	0	0	0	0	0	0	0	0	0.00
Santa Ana	0	0	0	0	0	0	0	0	0	0	0.00
Non-MWDOC Totals	0	0	0	142	146	144	190	190	190	190	1,351.53
Orange Co. Totals	1,969	2,733	4,395	10,167	10,933	11,417	11,956	12,386	12,625	12,677	72,668.45

INDUSTRIAL PROCESS WATER USE REDUCTION PROGRAM **Number of Process Changes by Agency**

Agency	FY 07/08	FY 08/09	FY 09/10	FY 10/11	FY 11/12	FY 12/13	FY 13/14	FY 14/15	FY 15/16	Overall Program Interventions	Annual Water Savings[1]	Cumulative Water Savings across all Fiscal Years[1]
Brea	0	0	0	0	0	0	0	0	0	0	0	0
Buena Park	0	1	0	0	0	0	0	0	0	1	54	396
East Orange	0	0	0	0	0	0	0	0	0	0	0	0
El Toro	0	0	0	0	0	0	0	0	0	0	0	0
Fountain Valley	0	0	0	0	0	0	0	0	0	0	0	0
Garden Grove	0	0	0	0	0	0	0	0	0	0	0	0
Golden State	1	0	0	0	0	0	0	0	0	1	3	24
Huntington Beach	0	0	0	0	0	2	0	1	0	3	127	308
Irvine Ranch	0	0	2	1	1	1	1	0	0	6	98	423
La Habra	0	0	0	0	0	0	0	0	0	0	0	0
La Palma	0	0	0	0	0	0	0	0	0	0	0	0
Laguna Beach	0	0	0	0	0	0	0	0	0	0	0	0
Mesa Water	0	0	0	0	0	0	0	0	0	0	0	0
Moulton Niguel	0	0	0	0	0	0	0	0	0	0	0	0
Newport Beach	0	0	0	0	0	0	0	1	0	1	21	30
Orange	1	0	0	0	0	0	0	0	1	2	45	356
San Juan Capistrano	0	0	0	0	0	0	0	0	0	0	0	0
San Clemente	0	0	0	0	0	0	0	0	0	0	0	0
Santa Margarita	0	0	0	0	0	0	0	0	0	0	0	0
Seal Beach	0	0	0	0	0	0	0	0	0	0	0	0
Serrano	0	0	0	0	0	0	0	0	0	0	0	0
South Coast	0	0	0	0	0	0	0	0	0	0	0	0
Trabuco Canyon	0	0	0	0	0	0	0	0	0	0	0	0
Tustin	0	0	0	0	0	0	0	0	0	0	0	0
Westminster	0	0	0	0	0	0	0	0	0	0	0	0
Yorba Linda	0	0	0	0	0	0	0	0	0	0	0	0
MWDOC Totals	2	1	2	1	1	3	1	2	0	14	348	1538
Anaheim	0	0	0	0	0	0	0	0	0	0	0	0
Fullerton	0	0	0	0	0	0	0	0	0	0	0	0
Santa Ana	0	0	0	0	0	0	0	0	1	1	11	101
OC Totals	2	1	2	1	1	3	1	2	1	15	359	1639

[1] Acre feet of savings determined during a one year monitoring period.
If monitoring data is not available, the savings estimated in agreement is used.

TURF REMOVAL BY AGENCY^[1]

through MWDOC and Local Agency Conservation Programs

Agency	FY 11/12		FY 12/13		FY 13/14		FY 14/15		FY 15/16		Total Program		Cumulative Water Savings across all Fiscal Years
	Res	Comm.	Res	Comm.	Res	Comm.	Res	Comm.	Res	Comm.	Res	Comm.	
Brea	3,397	9,466	7,605	0	5,697	0	71,981	30,617	99,442	358,076	188,122	398,159	108.43
Buena Park	0	0	0	0	0	0	11,670	1,626	72,462	16,490	84,132	18,116	16.18
East Orange	0	0	0	0	1,964	0	18,312	0	20,887	0	41,163	0	8.88
El Toro	4,723	0	4,680	72,718	4,582	0	27,046	221,612	59,104	115,494	100,135	409,824	142.64
Fountain Valley	1,300	0	682	7,524	4,252	0	45,583	5,279	55,462	0	107,279	12,803	29.30
Garden Grove	14,013	0	4,534	0	8,274	0	67,701	22,000	145,608	38,551	240,130	106,728	105.51
Golden State	42,593	30,973	31,813	3,200	32,725	8,424	164,507	190,738	304,479	112,937	576,117	346,272	246.29
Huntington Beach	27,630	48,838	9,219	12,437	20,642	0	165,600	58,942	263,004	260,820	486,896	384,688	214.27
Irvine Ranch	6,450	1,666	32,884	32,384	36,584	76,400	234,905	317,999	617,043	2,400,172	933,289	2,841,415	682.20
La Habra	0	8,262	0	0	0	0	14,014	1,818	47,657	72,164	61,671	90,019	33.52
La Palma	0	0	0	0	0	0	4,884	0	9,557	59,760	14,441	59,760	11.07
Laguna Beach	2,533	0	2,664	1,712	4,586	226	13,647	46,850	45,498	0	69,906	48,788	30.37
Mesa Water	6,777	0	10,667	0	22,246	0	131,675	33,620	191,637	101,860	363,002	135,480	107.43
Moulton Niguel	4,483	26,927	11,538	84,123	14,739	40,741	314,250	1,612,845	761,051	479,726	1,107,017	2,260,501	826.50
Newport Beach	3,454	0	3,548	2,346	894	0	33,995	65,277	67,690	365,295	109,581	432,918	94.51
Orange	12,971	0	15,951	8,723	11,244	0	120,093	281,402	264,495	92,438	424,754	382,563	190.00
San Clemente	21,502	0	16,062	13,165	18,471	13,908	90,349	1,137	180,302	429,963	326,686	458,173	156.07
San Juan Capistrano	22,656	103,692	29,544	27,156	12,106	0	101,195	32,366	178,012	128,722	343,513	291,936	205.62
Santa Margarita	1,964	11,400	10,151	11,600	17,778	48,180	211,198	514,198	402,067	365,012	647,641	955,951	368.17
Seal Beach	0	0	3,611	0	0	0	15,178	504	15,152	15,911	33,941	16,415	10.76
Serrano	0	0	0	0	2,971	0	41,247	0	120,303	4,403	164,521	4,403	30.26
South Coast	6,806	0	9,429	4,395	15,162	116,719	84,282	191,853	161,875	111,027	277,554	440,318	197.13
Trabuco Canyon	272	0	1,542	22,440	2,651	0	14,771	0	37,463	88,272	56,699	110,712	36.47
Tustin	0	0	9,980	0	1,410	0	71,285	14,137	196,091	33,362	278,766	47,499	62.22
Westminster	0	0	0	0	0	0	14,040	34,631	51,340	14,813	65,380	49,444	22.89
Yorba Linda	0	0	0	0	0	0	112,136	12,702	324,010	90,789	447,495	103,491	102.56
MWDOC Totals	183,524	241,224	216,104	303,923	238,978	304,598	2,195,544	3,692,153	4,691,691	5,756,057	7,549,831	10,406,376	4,039.22

Anaheim	0	0	0	0	0	0	0	0	0	0	0	0	-
Fullerton	0	0	0	0	0	9,214	0	0	0	0	0	9,214	3.87
Santa Ana	0	0	0	0	0	0	0	0	0	0	0	0	-
Non-MWDOC Totals	0	0	0	0	0	9,214	0	0	0	0	0	9,214	3.87

Orange County Totals	183,524	241,224	216,104	303,923	238,978	313,812	2,195,544	3,692,153	4,691,691	5,756,057	7,549,831	10,415,590	4,043
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[1] Installed device numbers are listed as square feet

HIGH EFFICIENCY TOILETS (HETS) INSTALLED BY AGENCY through MWDOC and Local Agency Conservation Programs

Agency	FY05-06	FY 06-07	FY 07-08	FY 08-09	FY 09-10	FY 10-11	FY 11-12	FY 12-13	FY 13-14	FY 14-15	FY 15-16	Total	Cumulative Water Savings across all Fiscal Years
Brea	0	2	7	43	48	8	0	0	38	146	153	445	58,311
Buena Park	0	1	2	124	176	7	0	0	96	153	112	671	127,688
East Orange CWD RZ	0	0	10	12	1	0	0	0	13	26	24	86	13,111
El Toro WD	0	392	18	75	38	18	0	133	218	869	258	2,019	350,601
Fountain Valley	0	69	21	262	54	17	0	0	41	132	216	812	172,701
Garden Grove	0	14	39	443	181	24	0	0	63	350	361	1,475	284,981
Golden State WC	2	16	36	444	716	37	80	2	142	794	508	2,777	520,161
Huntington Beach	2	13	59	607	159	76	0	0	163	1,190	620	2,889	451,001
Irvine Ranch WD	29	1,055	826	5,088	2,114	325	0	1,449	810	1,777	2,617	16,090	3,836,791
Laguna Beach CWD	0	2	17	91	28	11	0	0	45	112	77	383	68,051
La Habra	0	3	18	296	34	20	0	0	37	94	83	585	140,441
La Palma	0	1	10	36	26	13	0	0	21	59	52	218	37,491
Mesa Water	0	247	19	736	131	7	0	0	147	162	158	1,607	443,081
Moulton Niguel WD	0	20	104	447	188	46	0	0	400	2,497	1,922	5,624	613,701
Newport Beach	0	5	19	163	54	13	0	0	49	168	238	709	114,991
Orange	1	20	62	423	79	40	0	1	142	978	413	2,159	329,621
San Juan Capistrano	0	10	7	76	39	11	0	0	35	140	199	517	72,101
San Clemente	0	7	22	202	66	21	0	0	72	225	243	858	143,891
Santa Margarita WD	0	5	14	304	151	44	0	0	528	997	1,054	3,097	364,351
Seal Beach	0	678	8	21	12	1	0	2	17	50	66	855	312,171
Serrano WD	2	0	1	13	5	0	0	0	2	40	52	115	13,111
South Coast WD	2	2	29	102	41	12	23	64	102	398	235	1,010	135,591
Trabuco Canyon WD	0	0	4	23	23	0	0	0	10	108	163	331	33,621
Tustin	0	186	28	387	479	17	0	0	64	132	200	1,493	396,611
Westminster	0	17	25	541	167	23	0	0	35	161	357	1,326	290,001
Yorba Linda WD	0	14	89	323	96	18	0	0	40	280	378	1,238	228,241
MWDOC Totals	38	2,779	1,494	11,282	5,106	809	103	1,651	3,330	12,038	10,759	49,389	9,552,381

Anaheim	0	255	78	2,771	619	114	0	0	156	1,188	608	5,789	1,442,281
Fullerton	0	4	28	286	60	23	0	0	61	293	280	1,035	178,191
Santa Ana	0	11	25	925	89	23	0	0	33	602	290	1,998	429,381
Non-MWDOC Totals	0	270	131	3,982	768	160	0	0	250	2,083	1,178	8,822	2,049,861

Orange County Totals	38	3,049	1,625	15,264	5,874	969	103	1,651	3,580	14,121	11,937	58,211	11,602,241
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HOME WATER SURVEYS PERFORMED BY AGENCY

through MWDOC and Local Agency Conservation Programs

Agency	FY 13/14		FY 14/15		FY 15/16		Total		Cumulative Water Savings
	Surveys	Cert Homes	Surveys	Cert Homes	Surveys	Cert Homes	Surveys	Cert Homes	
Brea	1	0	2	0	0	0	3	0	0.16
Buena Park	0	0	1	0	0	0	1	0	0.05
East Orange	19	0	1	0	0	0	20	0	1.39
El Toro	0	0	3	0	0	0	3	0	0.14
Fountain Valley	3	0	4	0	1	0	8	0	0.42
Garden Grove	0	0	6	0	1	0	7	0	0.31
Golden State	0	0	0	0	0	0	0	0	0.00
Huntington Beach	2	0	5	0	2	0	9	0	0.42
Irvine Ranch	1	0	3	0	6	0	10	0	0.35
La Habra	0	0	1	0	0	0	1	0	0.05
La Palma	0	0	0	0	0	0	0	0	0.00
Laguna Beach	4	0	8	0	1	0	13	0	0.68
Mesa Water	0	0	0	0	0	0	0	0	0.00
Moulton Niguel	4	0	4	0	0	0	8	0	0.47
Newport Beach	2	0	8	0	6	0	16	0	0.66
Orange	2	0	18	0	1	0	21	0	1.01
San Clemente	15	0	13	0	0	0	28	0	1.67
San Juan Capistrano	4	0	13	0	2	0	19	0	0.94
Santa Margarita	15	0	40	1	14	0	69	1	3.27
Seal Beach	0	0	1	0	2	0	3	0	0.09
Serrano	0	0	2	0	0	0	2	0	0.09
South Coast	6	0	4	0	1	0	11	0	0.64
Trabuco Canyon	0	0	4	0	0	0	4	0	0.19
Tustin	0	0	10	0	5	0	15	0	0.59
Westminster	0	0	0	0	0	0	0	0	0.00
Yorba Linda	0	0	13	0	10	0	23	0	0.85
MWDOC Totals	78	0	164	1	52	0	294	1	14.44

Anaheim	0	0	0	0	0	0	0	0	0.00
Fullerton	0	0	17	0	1	0	18	0	0.82
Santa Ana	0	0	0	0	0	0	0	0	0.00
Non-MWDOC Totals	0	0	17	0	1	0	18	0	0.82
Orange County Totals	78	0	181	1	53	0	312	1	15.266

SYNTHETIC TURF INSTALLED BY AGENCY^[1] through MWDOC and Local Agency Conservation Programs

Agency	FY 07/08		FY 08/09		FY 09/10		FY 10/11		Total Program		Cumulative Water Savings across all Fiscal Years
	Res	Comm.	Res	Comm.	Res	Comm.	Res	Comm.	Res	Comm.	
Brea	0	0	2,153	2,160	500	0	0	0	2,653	2,160	3.30
Buena Park	0	0	1,566	5,850	0	0	0	0	1,566	5,850	5.19
East Orange	0	0	0	0	983	0	0	0	983	0	0.55
El Toro	3,183	0	2,974	0	3,308	0	895	0	10,360	0	6.98
Fountain Valley	11,674	0	1,163	0	2,767	0	684	0	16,288	0	12.46
Garden Grove	1,860	0	0	0	3,197	0	274	0	5,331	0	3.47
Golden State	6,786	0	13,990	0	15,215	0	2,056	0	38,047	0	24.88
Huntington Beach	15,192	591	12,512	0	4,343	1,504	0	0	32,047	2,095	25.29
Irvine Ranch	11,009	876	13,669	0	2,585	0	0	0	27,263	876	21.00
La Habra	0	0	0	0	0	0	0	0	0	0	-
La Palma	429	0	0	0	0	0	0	0	429	0	0.36
Laguna Beach	3,950	0	3,026	0	725	0	0	0	7,701	0	5.84
Mesa Water	4,114	0	3,005	78,118	4,106	0	2,198	0	13,423	78,118	63.46
Moulton Niguel	14,151	0	25,635	2,420	7,432	0	0	0	47,218	2,420	35.69
Newport Beach	2,530	0	6,628	0	270	0	0	0	9,428	0	6.92
Orange	4,169	0	7,191	0	635	0	0	0	11,995	0	8.89
San Clemente	9,328	0	11,250	455	2,514	1,285	500	0	23,592	1,740	18.37
San Juan Capistrano	0	0	7,297	639	2,730	0	4,607	0	14,634	639	9.02
Santa Margarita	12,922	0	26,069	0	21,875	0	7,926	0	68,792	0	44.68
Seal Beach	0	0	817	0	0	0	0	0	817	0	0.57
Serrano	7,347	0	1,145	0	0	0	0	0	8,492	0	6.97
South Coast	2,311	0	6,316	0	17,200	0	1,044	0	26,871	0	16.43
Trabuco Canyon	1,202	0	9,827	0	0	0	0	0	11,029	0	7.89
Tustin	6,123	0	4,717	0	2,190	0	0	0	13,030	0	9.67
Westminster	2,748	16,566	8,215	0	890	0	0	0	11,853	16,566	22.47
Yorba Linda	11,792	0	12,683	0	4,341	5,835	0	0	28,816	5,835	24.48
MWDOC Totals	132,820	18,033	181,848	89,642	97,806	8,624	20,184	0	432,658	116,299	384.83

Anaheim	4,535	0	7,735	20,093	13,555	65,300	4,122	0	29,947	85,393	69.18
Fullerton	4,865	876	5,727	0	6,223	0	105	0	16,920	876	12.36
Santa Ana	0	0	2,820	0	525	0	0	0	3,345	0	2.27
Non-MWDOC Totals	9,400	876	16,282	20,093	20,303	65,300	4,227	0	50,212	86,269	83.81

Orange County Totals	142,220	18,909	198,130	109,735	118,109	73,924	24,411	0	482,870	202,568	468.63
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[1] Installed device numbers are calculated in square feet

ULF TOILETS INSTALLED BY AGENCY
through MWDOC and Local Agency Conservation Programs

Agency	Previous Years	FY 95-96	FY 96-97	FY 97-98	FY 98-99	FY 99-00	FY 00-01	FY 01-02	FY 02-03	FY 03-04	FY 04-05	FY 05-06	FY 06-07	FY 07-08	FY 08-09	Total	Cumulative Water Savings across all Fiscal Years
Brea	378	189	299	299	122	144	867	585	341	401	26	48	17	4	0	3,720	1,692.64
Buena Park	361	147	331	802	520	469	524	1,229	2,325	1,522	50	40	18	9	0	8,347	3,498.37
East Orange CWD RZ	2	0	33	63	15	17	15	50	41	44	19	18	13	2	0	332	138.23
El Toro WD	1,169	511	678	889	711	171	310	564	472	324	176	205	61	40	0	6,281	3,091.16
Fountain Valley	638	454	635	858	1,289	2,355	1,697	1,406	1,400	802	176	111	58	32	0	11,911	5,383.10
Garden Grove	1,563	1,871	1,956	2,620	2,801	3,556	2,423	3,855	3,148	2,117	176	106	67	39	0	26,298	12,155.41
Golden State WC	3,535	1,396	3,141	1,113	3,024	2,957	1,379	2,143	3,222	1,870	167	116	501	43	0	24,607	11,731.47
Huntington Beach	3,963	1,779	2,600	2,522	2,319	3,492	3,281	2,698	3,752	1,901	367	308	143	121	0	29,246	13,854.70
Irvine Ranch WD	4,016	841	1,674	1,726	1,089	3,256	1,534	1,902	2,263	6,741	593	626	310	129	0	26,700	11,849.23
Laguna Beach CWD	283	93	118	74	149	306	220	85	271	118	32	26	29	6	0	1,810	845.69
La Habra	594	146	254	775	703	105	582	645	1,697	1,225	12	31	6	7	0	6,782	2,957.73
La Palma	65	180	222	125	44	132	518	173	343	193	31	27	20	17	0	2,090	927.52
Mesa Water	1,610	851	1,052	2,046	2,114	1,956	1,393	1,505	2,387	988	192	124	56	14	0	16,288	7,654.27
Moulton Niguel WD	744	309	761	698	523	475	716	891	728	684	410	381	187	100	0	7,607	3,371.14
Newport Beach	369	293	390	571	912	1,223	438	463	396	1,883	153	76	36	16	0	7,219	3,166.77
Orange	683	1,252	1,155	1,355	533	2,263	1,778	2,444	2,682	1,899	193	218	88	53	4	16,600	7,347.93
San Juan Capistrano	1,234	284	193	168	323	1,319	347	152	201	151	85	125	42	39	0	4,663	2,324.42
San Clemente	225	113	191	65	158	198	667	483	201	547	91	66	37	34	0	3,076	1,314.64
Santa Margarita WD	577	324	553	843	345	456	1,258	790	664	260	179	143	101	29	0	6,522	3,001.01
Seal Beach	74	66	312	609	47	155	132	81	134	729	29	10	6	12	0	2,396	1,073.80
Serrano WD	81	56	68	41	19	52	95	73	123	98	20	15	14	2	0	757	338.66
South Coast WD	110	176	177	114	182	181	133	358	191	469	88	72	32	22	0	2,305	990.05
Trabuco Canyon WD	10	78	42	42	25	21	40	181	102	30	17	20	12	14	0	634	273.02
Tustin	968	668	557	824	429	1,292	1,508	1,206	1,096	827	69	89	26	12	0	9,571	4,423.88
Westminster	747	493	969	1,066	2,336	2,291	2,304	1,523	2,492	1,118	145	105	70	24	0	15,683	7,064.28
Yorba Linda WD	257	309	417	457	404	1,400	759	1,690	1,155	627	158	136	81	41	0	7,891	3,409.49
MWDOC Totals	24,256	12,879	18,778	20,765	21,136	30,242	24,918	27,175	31,827	27,568	3,654	3,242	2,031	861	4	249,336	113,878.61

Anaheim	447	1,054	1,788	3,661	1,755	7,551	4,593	6,346	9,707	5,075	473	371	462	341	1	43,625	18,359.52
Fullerton	1,453	1,143	694	1,193	1,364	2,138	1,926	2,130	2,213	1,749	172	77	44	23	2	16,321	7,435.23
Santa Ana	1,111	1,964	1,205	2,729	2,088	8,788	5,614	10,822	10,716	9,164	279	134	25	5	0	54,644	22,887.95
Non-MWDOC Totals	3,011	4,161	3,687	7,583	5,207	18,477	12,133	19,298	22,636	15,988	924	582	531	369	3	114,590	48,682.70

Orange County Totals	27,267	17,040	22,465	28,348	26,343	48,719	37,051	46,473	54,463	43,556	4,578	3,824	2,562	1,230	7	363,926	162,561.30
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