

THE BOARD OF SUPERVISORS OF THE COUNTY OF STANISLAUS
BOARD ACTION SUMMARY

DEPT: Office Of Emergency Services

BOARD AGENDA #: *B-3

AGENDA DATE: August 2, 2016

SUBJECT:

Approval to Accept the Flood Emergency Response Grant from the California Department of Water Resources for the Development of a Flood Emergency Plan

BOARD ACTION AS FOLLOWS:

No. 2016-391

On motion of Supervisor Withrow, Seconded by Supervisor Chiesa
and approved by the following vote,

Ayes: Supervisors: O'Brien, Chiesa, Withrow, DeMartini, and Chairman Monteith

Noes: Supervisors: None

Excused or Absent: Supervisors: None

Abstaining: Supervisor: None

1) Approved as recommended

2) Denied

3) Approved as amended

4) Other:

MOTION:

ATTEST: Elizabeth A. King
ELIZABETH A. KING, Clerk of the Board of Supervisors

File No.

**THE BOARD OF SUPERVISORS OF THE COUNTY OF STANISLAUS
AGENDA ITEM**

DEPT: Office Of Emergency Services
Urgent Routine

BOARD AGENDA #: *B-3

AGENDA DATE: August 2, 2016



CEO CONCURRENCE: *pk*

4/5 Vote Required: Yes No

SUBJECT:

Approval to Accept the Flood Emergency Response Grant from the California Department of Water Resources for the Development of a Flood Emergency Plan

STAFF RECOMMENDATIONS:

1. Accept the Flood Emergency Response Grant Award of \$205,000 from the California Department of Water Resources for the Development of a Flood Emergency Plan;
2. Authorize the Assistant Director of Emergency Services to Enter into an Agreement between Stanislaus County and the California Department of Water Resources; and
3. Direct the Auditor Controller to establish an interest bearing Fund for the Department of Water Resources Grant and increase appropriations and estimated revenue as reflected in the budget journal.

DISCUSSION:

Major flooding is a threat to all Californians. Catastrophic flooding in the Central Valley has been documented since the mid-1800s. Over the years, local, State, and federal entities have constructed a large network of levees, pumping plants, bypasses, dams, and other flood management structures to help control and direct damaging flood waters. Construction of flood control structures along the Sacramento and San Joaquin River system started shortly after California became a State and continued through the mid-1950s. At present, much of the infrastructure is quite old. Most of the levees are not built to modern day engineering standards and have a history of poor performance and low reliability. This condition, along with increased development in the floodplain, has resulted in greater flood damage as documented in the February 1986, January 1995, and January 1997 flood events.

In the 2003 *Paterno v. State of California* case, the State Supreme Court held the State of California liable for flood-related damages caused by a levee failure; thus increasing the State's liability for flood damages in the Central Valley. In late 2005, the United States Army Corps of Engineers (USACE) and the Federal Emergency Management Agency (FEMA) started development of coordinated federal management programs and policies through the Interagency Flood Risk Management Committee. These efforts, prompted in part from the aftermath of the flooding in New Orleans, are resulting in stricter standards for vegetation management, levee design and construction, operations and maintenance, floodplain mapping, and stringent levee accreditation requirements under FEMA's Map Modernization Program.

Approval to Accept the Flood Emergency Response Grant from the California Department of Water Resources for the Development of a Flood Emergency Plan

In response to the flood management challenges stated previously, Governor Schwarzenegger drew attention to the State's flood problem in January 2005, calling for improved maintenance, system rehabilitation, effective emergency response, and sustainable funding. In January 2005, the Department of Water Resources published a white paper entitled *Flood Warnings: Responding to California's Flood Crisis*, which outlined the flood problems that California faces and offered specific recommendations for administrative action and legislative changes.

The unprecedented funding through the "Disaster Preparedness and Flood Protection Bond Act of 2006" (Proposition 1E) and Proposition 84 on Water Quality, Safety and Supply in November 2006 demonstrated the State's commitment and the public's willingness to invest in flood management solutions. These propositions and other emergency appropriations, such as Assembly Bill 142 on Flood Control, place California flood management funding at an all-time high.

In 2007, the Department of Water Resources (DWR) formulated a comprehensive initiative called "FloodSAFE California" to address the State's flood management challenges. The four elements of FloodSAFE California are to:

- Improve Emergency Response;
- Improve Flood Management Systems;
- Improve Operations and Maintenance; and
- Inform and Assist the citizenry.

After addressing the immediate needs of the flood system, the FloodSAFE California program was expanded to meet broader Program objectives, which included initiating projects to improve core flood management programs, e.g. Statewide Flood Emergency Response.

The Flood Emergency Response Grants are provided by the California Department of Water Resources (DWR) through the FloodSAFE Initiative, which is designed to improve flood management in the State. The objective of the Flood Emergency Response Grant is to improve local flood emergency response and contribute to increased public safety. The "Disaster Preparedness and Flood Protection Bond Act of 2006" (Proposition 1E) and Proposition 84 makes funding available to improve local flood emergency response. Under this grant program, the DWR will provide financial assistance through a grant agreement with participating agencies to ensure local agencies have a robust flood emergency plan in place with adequate flood preparedness and response capacity and resources.

On November 25th, 2014, the Board of Supervisors accepted the Final Draft of the Regional Flood Management Plan for the Mid San Joaquin River Region (RFMP). The RFMP made several recommendations related to flood emergency response. Among them were:

- Develop local levee flood fight plans or a joint coordinated flood fighting plan for related Reclamation Districts (RDs);
- Complete response plans for public safety agency functions;
- Clarify command and control;
- Provide emergency planning support for RDs;

Approval to Accept the Flood Emergency Response Grant from the California Department of Water Resources for the Development of a Flood Emergency Plan

- Better define mutual aid for flood fight operations;
- Develop a flood response training program; and
- Form a Stanislaus Operational Area Flood Response Working Group within the Stanislaus Operational Area organization.

Staff identified the DWR grant program as an opportunity for funding some or all of the RFMP recommendations listed above. The State of California announced this grant opportunity in December 2014, with an application deadline of February 9th, 2015. Communication with DWR indicated that it would be permissible to submit the application by the deadline, to be followed by the Board of Supervisors resolution. Therefore, in order to take advantage of the opportunity to compete for these grant funds, the Chief Executive Office - Office of Emergency Services/Fire Warden (CEO-OES) submitted an application for the grant funds and on October 2, 2015, CEO-OES received notification of the Grant Award pending agreement and execution of an interagency agreement between the County and DWR. The agreement was negotiated over several months, and on June 27, 2016, CEO-OES was notified that DWR had approved the interagency agreement.

Upon acceptance of the grant funding, CEO-OES will immediately convene our partners, including the nine cities in the County, key County departments, the reclamation districts, Modesto Irrigation District, Turlock Irrigation District and other interested parties to begin building a comprehensive flood emergency preparedness strategy, in response to those elements of the RFMP identified above.

The emphasis of this grant opportunity is on planning and coordination. Planning and preparedness are at the core of what the Office of Emergency Services does. Should the Board of Supervisors approve the staff recommendations, Stanislaus County will be in a position to make effective use of these funds to make our community safer and better prepared for the rainy days that will come again.

POLICY ISSUE:

Under the Disaster Preparedness and Flood Protection Bond Act of 2006, DWR will provide financial assistance to participating agencies to ensure local flood emergency plans along with flood preparedness, response capabilities and resources.

FISCAL IMPACT:

The \$205,000 Grant Award will be used to coordinate a flood flight strategy within Stanislaus County, develop response plans for public safety agency functions in the County related to flood emergencies and other flood fight plans, conduct emergency services training for flood fighters, and conduct flood emergency exercises to test the plans and contingencies developed.

Approval to Accept the Flood Emergency Response Grant from the California Department of Water Resources for the Development of a Flood Emergency Plan

Cost of recommended action:		\$ 205,000
Source(s) of Funding:		
Flood Emergency Response Grant	205,000	
Funding Total:		\$ 205,000
Net Cost to County General Fund		\$ -

Fiscal Year:	2016/2017
Budget Adjustment/Appropriations needed:	Yes

Fund Balance as of N/A

BOARD OF SUPERVISORS' PRIORITY:

Approval of this agenda item supports the Board's priority priorities of A Safe Community, A Healthy Community and Effective Partnerships by ensuring local and regional disaster preparedness.

STAFFING IMPACT:

Upon the award of the grant, all activities paid for by the grant will be covered by existing staff within the Chief Executive Office – Office of Emergency Services. Staff will work with the Department of Water Resources to complete all grant activities.

CONTACT PERSON:

Dale Skiles, Fire Warden/Assistant Director of Emergency Services 209-552-3600

ATTACHMENT(S):

1. Agreement between the State of California Department of Water Resources and Stanislaus County under the Flood Emergency Response Projects Statewide Grant Round 2.
2. Budget Journal.

Attachment 1

**STATE OF CALIFORNIA
THE NATURAL RESOURCES AGENCY
DEPARTMENT OF WATER RESOURCES
AGREEMENT BETWEEN THE STATE OF CALIFORNIA
DEPARTMENT OF WATER RESOURCES AND
STANISLAUS COUNTY
UNDER THE FLOOD EMERGENCY RESPONSE PROJECTS –
STATEWIDE GRANT ROUND 2**

THIS AGREEMENT, made in quadruplicate and effective as of the last date of the required signatures of the parties, is entered into by and between the Department of Water Resources of the State of California (hereinafter called the State), and Stanislaus County (hereinafter called the Grantee) for the Flood Emergency Response Projects – Statewide Grant Round 2.

The State and the Grantee agree as follows:

SECTION 1 PURPOSE OF AGREEMENT

This Agreement is made by and between the State and the Grantee to assist in financing a Flood Emergency Response Projects – Statewide Grant Round 2 project pursuant to Proposition 84, the Safe Drinking Water, Water Quality and Supply, Flood Control, River and Coastal Protection Bond Act of 2006 (Section 75032 of Chapter 3 of Division 43 of the Public Resources Code).

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

SECTION 2 SCOPE AND TERM OF AGREEMENT

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

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

SECTION 3 PROJECT SCHEDULE AND COSTS

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

The total project costs (identified in Exhibit B) are estimated to be \$205,000

SECTION 4 STATE GRANT AND ELIGIBLE PROJECT COSTS

Pursuant to the California Safe Drinking Water, Water Quality and Supply, Flood Control, River and Coastal Protection Bond Act of 2006 (Proposition 84), and subject to the availability of funds, including any mandates from the Department of Finance, the Pooled Money Investment Board, or any other State authority, the State will reimburse the Grantee, in accordance with the terms of this Agreement, in an amount equal to the Grantee's eligible expenditures for this project not to exceed \$205,000 as the State Share, as identified in Exhibit B, Budget. The State will not make payments of any kind until funding is made available by the State Treasurer, after allocation decisions are made by the Pooled Money Investment Board and Department of Finance.

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

Eligible Project Costs include only the reasonable and necessary actual costs directly related to the Scope of Work (Exhibit A). Travel expenses will not be reimbursed unless travel is preapproved by the State Project Manager.

SECTION 5 GRANTEE'S COST SHARE AMOUNT

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

SECTION 6 INCORPORATION OF STANDARD TERMS AND GRANTEE COMMITMENTS

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

SECTION 7 METHOD OF PAYMENT

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

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

SECTION 8 PROGRESS REPORTS AND STATEMENTS OF COSTS

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

MODIFICATION OF OVERALL SCOPE OF WORK.

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

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

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

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

SECTION 9 FINAL REPORTS

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

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

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

SECTION 10 RELATIONSHIPS OF PARTIES

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

SECTION 11 PERMITS, LICENSES, APPROVALS AND LEGAL OBLIGATIONS

The Grantee shall be responsible for obtaining any and all permits, licenses and approvals required for performing any work under this Agreement, including those necessary for planning and implementing the Project. The Grantee shall be responsible for complying with all applicable federal, State, and local laws, rules or regulations

affecting any such work, specifically including, but not limited to, environmental, labor, procurement and safety laws, rules, regulations, and ordinances.

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

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

SECTION 12 GRANTEE'S RESPONSIBILITIES FOR WORK

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

SECTION 13 PERFORMANCES AND ASSURANCES

Grantee accepts and agrees to comply with all terms, provisions, conditions, and commitments of this Agreement, including all incorporated documents, and to fulfill all assurances, declarations, representations, and statements made by Grantee in the application, documents, amendments, and communications filed in support of its request for California Safe Drinking Water, Water Quality and Supply, Flood Control, River and Coastal Protection Bond Act of 2006 (Proposition 84) financing.

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

DEFAULT PROVISIONS AND DISPUTE RESOLUTION

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

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

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

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

SECTION 14 PROJECT OFFICIALS AND NOTICES

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

The State's Program Manager shall be the Chief of the Division of Flood Management, Department of Water Resources. The State's Program Manager shall be the State's representative and shall have the authority to make determinations and findings with respect to each controversy arising under or in connection with the interpretation, performance, or payment for work performed under the Agreement. The State's Program Manager may delegate any task to the State's Project Manager.

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

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

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

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

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

Dale Skiles
Fire Warden, Assistant Director of Emergency Services
Stanislaus County
3705 Oakdale Rd.
Modesto, CA 95357

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

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


SECTION 15 MAINTENANCE OF PROPERTY IMPROVED


Grantee agrees to use, manage, and maintain the property developed, rehabilitated, or restored with the grant funds provided in this Agreement consistent with the purposes of the program and is required to continue in perpetuity or until deemed no longer necessary by the State. Specific maintenance activities are outlined in Exhibit E, Planned Maintenance Activities. The Grantee or their successors may, with the approval of the State, transfer this responsibility to use, manage, and maintain the property as discussed in Exhibit D, Standard Terms: Easements. Such title transfer will occur in a way that binds the new owner to the same obligations.

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

STANISLAUS COUNTY

STATE OF CALIFORNIA
DEPARTMENT OF WATER
RESOURCES

By: 
Dale Skiles
Fire Warden, Asst. Dir. Of Emergency
Services

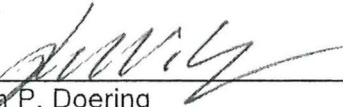
By: 
Jon Ericson, Chief
Hydrology and Flood Operations Office


Date: 8/10/16

Date: 8/24/16

Approved as to Legal Form
and Sufficiency

Approved as to Legal Form
and Sufficiency

By: 
John P. Doering
County Counsel

By: 
Robin Brewer
Assistant Chief Counsel

Date: 8/15/16

Date: 8/25/16

Attachments

List of Exhibits:

Exhibit A – Scope of Work

Exhibit B – Budget

Exhibit C – Schedule

Exhibit D – Standard Terms

Exhibit E – Planned Maintenance Activities

Exhibit A Project Scope of Work

Stanislaus County Flood Emergency Preparedness Project

Task 1: Multi-Jurisdictional Hazard Mitigation Plan (MJHMP) update

Stanislaus County MJHMP will be updated to include real-time access to Geographical Information System (GIS) map layers for improving the Stanislaus County Operational Area's ability to respond to developing flood threats, via the County's GIS Central Internet-based system.

Task 1 Deliverable: **Final Multi-Jurisdictional Mitigation Plan**

By whom completed: **Stanislaus County Office of Emergency Services**

Task 2: A coordinated flood fight strategy

Through meetings with regional partners and interested parties, to include representatives of the cities of Ceres, Hughson, Modesto, Newman, Oakdale, Patterson, Riverbank, Turlock, and Waterford, CalOES, the utilities in the region, and the Reclamation Districts, jointly develop an overall strategy with clearly defined command and control protocols, training requirements, data-gathering standards and plans aligned with both the County Emergency Operations Plan and the MJHMP. The key deliverable for this task will be a memorandum of understanding (MOU) between all parties that instantiates all the foregoing protocols, standards, and requirements.

Any emergency response plan created or revised under this grant project will include the minimum content requirements of California Water Code Section 9650:

1. A flood preparedness plan that includes storage of materials that can be used to reinforce or protect a levee when a risk of failure exists.
2. A levee patrol plan for high water situations.
3. A flood-fight plan for the period before State or federal agencies assume control over the flood fight.
4. An evacuation plan that includes a system for adequately warning the general public in the event of a levee failure, and a plan for the evacuation of every affected school, residential care facility for the elderly, and long-term health care facility.
5. A floodwater removal plan.
6. A requirement, to the extent reasonable, that either of the following applies to a new building in which the inhabitants are expected to be essential service providers:
 - a. The building is located outside an area that may be flooded.
 - b. The building is designed to be operable shortly after the floodwater is removed.

All plans created or revised under this grant project shall be integrated into any other local agency, Reclamation Districts in particular, emergency plan and coordinated with the State emergency plan.

Sub-Task 2.1 – Form a Stanislaus Operational Area Flood Response Working Group

Sub-Task 2.1 Deliverable: **Published list of participants and their roles in the Working Group**

By whom completed: **Stanislaus County Office of Emergency Services**

Sub-Task 2.2 – Revise Emergency Operations Plan: Revise Stanislaus County’s Emergency Operations Plan with a flood emphasis for the emergency support functions of Communications, Fire, Care and Shelter, Search and Rescue, and Law Enforcement. Flood emphasis revisions will be reviewed by DWR staff.

Sub-Task 2.2 Deliverables: **Emergency operations plan, with flood emphasis, for each of the following emergency support functions (ESF) of the Stanislaus County Emergency Operations Plan, and to be reviewed by DWR for consistency with CA Water Code 9650.**

- a) **ESF #2 (Communications)**
- b) **ESF #4 (Firefighting)**
- c) **ESF #6 (Care and Shelter)**
- d) **ESF #9 (Search and Rescue)**
- e) **ESF #13 (Public Safety and Security)**

By whom completed: **Stanislaus County Office of Emergency Services**

Sub-Task 2.3 – Three flood fight Incident Actions Plans: Three flood fight incident action plans (IAP) will be drafted and distributed based on the Working Group’s recommendations, and should be coordinated with all Reclamation Districts within Stanislaus County. All appropriate parties, based on different flood scenarios, will be invited to participate in the creation of these IAPs.

Sub-Task 2.3 Deliverables: **a) Draft flood fight incident action plans (3) to be reviewed by DWR staff**
b) Final flood fight incident action plans (3)

By whom completed: **Stanislaus County Office of Emergency Services**

Sub-Task 2.4 – Clarify command and control of flood fight operations: Identify and document roles and responsibilities of participating entities (emergency services, fire

and law enforcement, CalOES, Stanislaus County Public Works, reclamation districts, et al) during a flood event.

Sub-Task 2.4 Deliverables: **a) Organization charts
b) Communication plans
c) Mutual aid procedures for identified flood scenarios**

By whom completed: **Stanislaus County Office of Emergency Services**

Sub-Task 2.5 – Response plans for public safety agency functions: For identified flood-prone areas; develop a Unified Flood Fight Command System Operations Manual that includes detailed maps, evacuation routes, organization charts, and communication plans for use by local public safety agencies.

Sub-Task 2.5 Deliverable: **Unified Flood Fight Command System Operations Manual for identified flood scenarios**

By whom completed: **Stanislaus County Office of Emergency Services**

Sub-Task 2.6 – Mutual aid agreements for flood fight operations: Develop and adopt formal mutual aid agreements between each participating agency using the information obtained in previous tasks.

Sub-Task 2.6 Deliverable: **Mutual aid protocols for all participating parties for identified flood scenarios**

By whom completed: **Stanislaus County Office of Emergency Services**

Sub-Task 2.7 – Final memorandum of understanding and response plans: Develop and finalize an MOU and response plans that define the specific roles between all participating parties and seek Stanislaus County Board of Supervisors adoption.

Sub-Task 2.7 Deliverables: **a) Final MOU between all participating parties
b) Final response plans**

Summary of Task 2 Deliverables:

- 2.1 Published list of participants and their roles in the Working Group
- 2.2 Emergency Operations Plan update, with flood emphasis, for
 - Emergency Support Function #2 (Communications)
 - Emergency Support Function #4 (Firefighting)
 - Emergency Support Function #6 (Care and Shelter)
 - Emergency Support Function #9 (Search and Rescue)
 - Emergency Support Function #13 (Public Safety and Security)
- 2.3 Draft flood fight incident action plans (3)

- Final flood fight incident action plans (3)
- 2.4 Organization charts
- Communication plans
- Mutual aid procedures for identified flood scenarios
- 2.5 Unified Flood Fight Command System Operations Manual
- 2.6 Mutual aid protocols
- 2.7 Final memorandum of understanding
- Final response plans

Task 3: SEMS/NIMS training for flood fight partners: SEMS/NIMS training, a minimum of 120 hours would be provided, at the appropriate level, and held at community sites where attendance can be maximized. If adequate space is available, Stanislaus County will invite applicable outside agency personnel to participate in the SEMS/NIMS trainings.

Task 3 Deliverables: ***a) Agenda***
 b) List of participants
 d) Written summary of all training

By whom completed: **Stanislaus County Office of Emergency Services**

Task 4: Conduct exercises to test flood fight readiness

Sub-Task 4.1 – Tabletop exercise: The Office of Emergency Services/Fire Warden will lead at least one tabletop exercise to test the flood fight capacity in the Operational Area once the preceding tasks have been completed, or are near completion. These exercises will familiarize all parties with the function of the Incident Command System and implementation of the plans described here. The exercises will also build an increased sense of teamwork and collective responsibility for addressing flood emergencies, and provide feedback on the plans and strategy for further improvement.

Sub-Task 4.1 Deliverable: ***a) Exercise plan to include presentation slides, Master Scenario Events List (MSEL), handouts and other exercise materials.***
 b) List of participants.
 c) After-action report summarizing the exercise activities and detailing any needed improvements to regional flood emergency response.

By whom completed: **Jointly completed by the Stanislaus County Office of Emergency Services and regional partners**

Sub-Task 4.2 – Conduct at least one practical field exercise: The Office of Emergency Services/Fire Warden will lead at least one practical field exercise to test the flood fight capacity in the Operational Area once the preceding tasks have been completed, or are near completion. These exercises will familiarize all parties with the

Exhibit B
 Project Budget

Stanislaus County Flood Emergency Preparedness Project

		Sub-task Total	% of Grand Total	Task Total	% of Grand Total
Task 1:	Multi-Jurisdictional Hazard Mitigation Plan update			\$ 24,000.00	11.7%
Task 2:	A coordinated flood flight strategy			\$ 144,000.00	70.2%
Sub-task 2.1:	Form a Stanislaus Operational Area Flood Response Working Group	\$ 5,000	2.4%		
Sub-task 2.2:	Revise Emergency Operations Plan	\$ 40,000	19.5%		
Sub-task 2.3:	Three flood fight Incident Action Plans	\$ 39,000	19.0%		
Sub-task 2.4:	Clarify command and control of flood fight operations	\$ 10,000	4.9%		
Sub-task 2.5:	Response Plans for public safety agency functions	\$ 10,000	4.9%		
Sub-task 2.6:	Mutual Aid Agreements for flood fight operations	\$ 15,000	7.3%		
Sub-task 2.7:	Final Memorandum of Understanding & Response Plans	\$ 25,000	12.2%		
Task 3:	SEMS/NIMS training for flood fight partners			\$ 17,000.00	8.3%
Task 4:	Conduct exercises to test flood fight readiness			\$ 20,000.00	9.8%
Sub-task 4.1:	Tabletop exercise	\$ 5,000	2.4%		
Sub-task 4.2:	Conduct at least one practical field exercise	\$ 15,000	7.3%		
Grand Total				\$ 205,000.00	100.0%

**Exhibit C
 Project Schedule**

Stanislaus County Flood Emergency Preparedness Project

		Duration (months)	Start Date	Completion Date
Task 1:	Multi-Jurisdictional Hazard Mitigation Plan	18	1-Mar-2016	1-Sep-2017
Task 2:	A coordinated flood flight strategy	22	1-Mar-2016	1-Jan-2018
Sub-task 2.1:	Form a Stanislaus Operational Area Flood Response Working Group	4	1-Mar-2016	1-Jul-2016
Sub-task 2.2:	Revise Emergency Operations Plan	18	1-Mar-2016	1-Sep-2017
Sub-task 2.3:	Three flood fight Incident Action Plans	18	1-Mar-2016	1-Sep-2017
Sub-task 2.4:	Clarify command and control of flood fight operations	15	1-Mar-2016	1-Jun-2017
Sub-task 2.5:	Response Plans for public safety agency functions	15	1-Mar-2016	1-Jun-2017
Sub-task 2.6:	Mutual Aid Agreements for flood fight operations	15	1-Mar-2016	1-Jun-2017
Sub-task 2.7:	Final Memorandum of Understanding & Response Plans	22	1-Mar-2016	1-Sep-2017
Task 3:	SEMS/NIMS training for flood fight partners	24	1-Mar-2016	1-Mar-2018
Task 4:	Conduct exercises to test flood fight	12	1-Jan-2018	1-Jan-2019
Sub-task 4.1:	Tabletop exercise	6	1-Jan-2018	1-Jul-2018
Sub-task 4.2:	Conduct at least one practical field exercise	6	1-Jul-2018	1-Jan-2019
Project Schedule		36	1-Mar-2016	1-Mar-2019

Note: Schedule will be adjusted to start of execution date of the funding agreement

STANDARD TERMS

1. ACCOUNTING AND DEPOSIT OF GRANT DISBURSEMENT:

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

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

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

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

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

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

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

12. CONFLICT OF INTEREST:

- a) Current State Employees:
No state officer or employee shall engage in any employment, activity or enterprise from which the officer or employee receives compensation or has a financial interest and which is sponsored or funded by any state agency, unless the employment, activity or enterprise is required as a condition of regular state employment.

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

b) Former State Employees:

For the two year period from the date he or she left state employment, no former state officer or employee may enter into a contract in which he or she engaged in any of the negotiations, transactions, planning, arrangements or any part of the decision-making process relevant to the Agreement while employed in any capacity by any state agency.

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

c) City/County/Non Profit Employees:

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

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

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

- c) Every employee, contractor and subcontractor who works under this Agreement:
1. Will receive a copy of the Grantee's drug-free policy statement, and
 2. Will agree to abide by terms of the Grantee's statement as a condition of employment, contract or subcontract.

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

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

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

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

Grantee shall include provisions ensuring such access in all its contracts or subcontracts entered into pursuant to its Agreement with the State.

19. INSPECTIONS OF BOOKS, RECORDS AND REPORTS: During regular office hours, each of the parties hereto and their duly authorized representatives shall have the right to inspect and to make copies of any books, records, or reports of either party pertaining to this Funding Agreement or matters related hereto. Each of the parties hereto shall maintain and shall make available at all times for such inspection accurate records of all its costs, disbursements, and receipts with respect to its activities under this Funding Agreement. Failure or refusal by Grantee to comply with this provision shall be considered a breach of this Funding Agreement, and the State may withhold disbursements to Grantee or take any other action it deems necessary to protect its interests as provided in the Funding Agreement.
20. LABOR COMPLIANCE PLAN: Prior to awarding a contract for public works projects funded in whole or in part from Proposition 84, the Safe Drinking Water, Water Quality and Supply, Flood Control, River and Coastal Protection Bond Act of 2006, or any other source of funding so requiring, the grantee shall comply with Public Resources Code Section 75075, which requires adoption and enforcement of a labor compliance program pursuant to subdivision (b) of Labor Code Section 1771.5 for application to the funded public works project. At the State's request, Grantee must promptly submit written evidence of its compliance with Labor Compliance Program requirements.
21. NONDISCRIMINATION: During the performance of this Agreement, the Grantee, its contractors, and subcontractors shall not unlawfully discriminate, harass, or allow harassment against any employee or applicant for employment because of sex, race, color, ancestry, religious creed, national origin, physical disability (including HIV and AIDS), mental disability, medical condition (cancer), age (over 40), marital status, and denial of family care leave. Grantee and subcontractors shall insure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment. Grantee and subcontractors shall comply with the provisions of the Fair Employment and Housing Act (Govt. Code § 12990 (a-f) et seq.) and the applicable regulations promulgated thereunder (California Code of Regulations, Title 2, Section 7285 et. seq.). The applicable regulations of the Fair Employment and Housing Commission implementing Government Code § 12990 (a-f), set forth in Chapter 5 of Division 4 of Title 2 of the California Code of Regulations, are incorporated into this Agreement by reference and made a part hereof as if set forth in full. Grantee and its subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement.

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

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

29. **THIRD PARTY BENEFICIARIES:** The parties to this Agreement do not intend to create rights in, or grant remedies to, any third party as a beneficiary of this Agreement, or any duty, covenant, obligation or understanding established herein.
30. **TIMELINESS:** Time is of the essence in this Agreement.
31. **WITHHOLDING OF GRANT FUNDS BY STATE:**
- a) **Withholding Clause:** The State will withhold ten percent (10%) of the funds requested by the Grantee for reimbursement of Eligible Project Costs until the Project is completed and Final Report is received. Withheld funds may be released upon completion of milestones identified in Exhibit A, the project Scope of Work.
 - b) **Additional Conditions for Withholding:** If the State determines that the Project is not being completed substantially in accordance with the provisions of this Agreement or that the Grantee has failed in any other respect to comply substantially with the provisions of this Agreement, and if the Grantee does not remedy any such failure to the State's satisfaction, the State may withhold from the Grantee all or any portion of the State Grant commitment and take any other action that it deems necessary to protect its interests.
32. **WORKERS' COMPENSATION:** The Grantee affirms that it is aware of the provisions of Section 3700 of the California Labor Code, which require every employer to be insured against liability for workers' compensation or to undertake self insurance in accordance with the provisions of that code, and the Grantee affirms that it will comply with such provisions before commencing the performance of the work under this Agreement and will make its contractors and subcontractors aware of this provision.

Exhibit E Maintenance Plan

Stanislaus County Flood Emergency Preparedness Project

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

Task 1: Multi-Jurisdictional Hazard Mitigation Plan (MJHMP) update

a. Personnel allocated to perform maintenance

The MJHMP update will be directed by the Stanislaus County Chief Executive Office and the Office of Emergency Services/Fire Warden (OES/Fire Warden). The identified Project Manager is the Administrative Deputy of OES/Fire Warden. Resources from the Chief Executive Office will also be allocated as required. Representatives from the nine cities in the County as well as school districts, utilities, non-profits and other interested parties will be invited to build their own mitigation plans to be included in the MJHMP.

b. Description of maintenance procedures

The MJHMP update is organized by Chief Executive Office and OES/Fire Warden staff, working collaboratively with stakeholders. The process involves:

- soliciting interest from those partners who wish to be included
- holding stakeholder meetings to discuss process and determine priorities
- sharing plan information through the project website
- providing support to partners in the development and adoption of their plans
- serving as liaison between partners and CalOES and FEMA
- submitting the MJHMP update to FEMA for approval

ii. Frequency of maintenance procedures

The MJHMP is updated every 5 years, based on the FEMA schedule.

Task 2: A coordinated flood fight strategy

Sub-task 2.1: Form a Stanislaus Operational Area Flood Response Working Group

a. Personnel allocated to perform maintenance

OES/Fire Warden Operations planning staff (currently consisting of three assigned staff) will be responsible for convening the Working Group at least annually to ensure the Group membership is current. The Stanislaus County's Emergency Operations Plan (EOP) is updated every 5 years or as required, and all integrated tasks of this project will also be reviewed and revised as necessary.

b. Description of maintenance procedures

Maintenance will be conducted during yearly pre-Flood Season planning meetings and during routine EOP revision meetings.

Sub-task 2.2: Revise Emergency Operations Plan Emergency Functions with flood emphasis for Communications, Firefighting, Care and Shelter, Search and Rescue, and Law Enforcement

- a. *Personnel allocated to perform maintenance*
OES/Fire Warden Operations planning staff are responsible for updating the EOP.
- b. *Description of maintenance procedures*
The EOP is updated every 5 years or as required.

Sub-task 2.3: Three flood fight incident actions plans (IAP)

- a. *Personnel allocated to perform maintenance*
OES/Fire Warden Operations planning staff.
- b. *Description of maintenance procedures*
The IAPs will be reviewed at least annually during the pre-Flood Season meetings.

Sub-task 2.4: Clarify command and control of flood fight operations

- a. *Personnel allocated to perform maintenance*
OES/Fire Warden Operations planning staff.
- b. *Description of maintenance procedures*
The organization charts, communication plans, and mutual aid procedures for identified flood scenarios will be reviewed at least annually during the pre-Flood Season meetings.

Sub-task 2.5: Response plans for public safety agency functions

- a. *Personnel allocated to perform maintenance*
OES/Fire Warden Operations planning staff.
- b. *Description of maintenance procedures*
The Unified Flood Fight Command System Operations Manual will be reviewed at least annually during the pre-Flood Season meetings.

Sub-task 2.6: Develop mutual aid agreements for flood fight operations

- a. *Personnel allocated to perform maintenance*
OES/Fire Warden Operations planning staff.
- b. *Description of maintenance procedures*
The mutual aid protocols will be reviewed at least annually during the pre-Flood Season meetings to ensure content is current, especially identifying appropriate parties and their contact information.

Sub-task 2.7: Final memorandum of understanding and response plans between all participating parties and seek Stanislaus County Board of Supervisors adoption

- a. *Personnel allocated to perform maintenance*
OES/Fire Warden Operations planning staff and representatives from all participating agencies.
- b. *Description of maintenance procedures*
The Memorandum of Understanding (MOU) will specify the terms of the agreement as well as identifying revision protocols; specifics are to be determined during the MOU development.

Task 3: SEMS/NIMS training for flood fight partners

- a. *Personnel allocated to perform maintenance*
OES/Fire Warden training staff ensure that flood fight partners continue SEMS/NIMS courses.
- b. *Description of maintenance procedures*
Utilizing existing NIMS survey procedures, training needs are identified annually and SEMS/NIMS trainings are scheduled for the upcoming year based on those results. Training is documented in the Stanislaus County Training and Exercise Plan (TEP).

Task 4: Conduct exercises to test flood fight readiness

Sub-Tasks 4.1 & 4.2: Conduct at least one tabletop exercise; conduct at least one practical field exercise

- a. *Personnel allocated to perform maintenance*
OES/Fire Warden training staff ensure that all staff become properly trained and participate in ongoing exercises as needed
 - b. *Description of maintenance procedures*
The TEP is revised; trainings and exercises are scheduled, conducted, and documented.
- ii. *Frequency of maintenance procedures*
Training and exercises are conducted annually.

Attachment 2

Database FMSDBPRD.CO.STANISLAUS.CA.US.PROD
Balance Type Budget
Data Access Set County of Stanislaus

Ledger * List - Text County of Stanislaus
Budget List - Text LEGAL BUDGET
Category * List - Text Budget - Upload
Source * List - Text EOC FMG
Currency * List - Text USD
Period List - Text AUG-16
Batch Name Text
Journal Name Text EOC FMG JV141574 7/21/16
Journal Description Text DWR Flood Emergency Response Grant
Journal Reference Text
Organization List - Text Stanislaus Budget Org
Chart Of Accounts Accounting Flexfield

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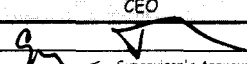
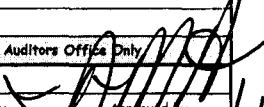
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Upl	Fund (4 char)	Org (7 char)	Account (5 char)	GL Project (7 char)	Location (6 char)	Misc. (6 char)	Other (5 char)	Debit incr appropriations decr est revenue * Number	Credit decr appropriations incr est revenue * Number	Line Description Text	
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	1660	0017421	25000	0000000	000000	000000	00000		205000	DWR ER Flood Resp-Stat	
Totals:									205000	205000	

Totals: Tip: This is not the end of the Template. Unprotect the sheet and insert as many rows as needed.

Explanation: To establish appropriations for the Department of Water Resources Flood Emergency Response Grant

Requesting Department F. Gutierrez	CEO 	Date Entry	Auditors Office Only
Prepared by 7/21/2016 8:58	Supervisor's Approval 7/27/16	Keyed by	Prepared By 
Date	Date	Date	Date 7/22/16