

**ATTACHMENT A - SUBRECIPIENT RIDER**

**RECITALS**

- A. COUNTY is the recipient of federal funds under the State Homeland Security Grant Program (SHSGP), Assistance Listing (ALN) 97.067, administered by the California Governor’s Office of Emergency Services (Cal OES).
- B. The Parties desire to incorporate SHSGP subrecipient requirements and federal/state grant assurances into the Contract without modifying the Contract’s base text.

**NOW, THEREFORE, the Parties agree as follows:**

- 1. **Incorporation; Subrecipient Status.** SUBRECIPIENT is a subrecipient of federal funds under SHSGP. SUBRECIPIENT shall comply with all obligations set forth in Attachments B and C.
- 2. **Federal Award Identification.** The following information pertains to the federal award and may be updated by COUNTY in writing as official award documents are issued:

<b>Federal Awarding Agency</b>	U.S. Department of Homeland Security/FEMA
<b>Assistance Listing (ALN)</b>	97.067 (Homeland Security Grant Program - SHSGP)
<b>Pass-Through Entity</b>	California Governor’s Office of Emergency Services (Cal OES)
<b>Pass-Through Award No./Year</b>	FY 2022
<b>COUNTY Subaward (NTE)</b>	\$40,000
<b>Period of Performance</b>	September 1, 2022 – May 31, 2026
<b>Project/Grant Title</b>	FY 2022 State Homeland Security Grant Program (SHSGP) – Two (2) portable electronic message boards

- 3. **Audit, Access to Records, and Retention.** SUBRECIPIENT shall maintain financial, programmatic, and supporting documentation and provide access to COUNTY, Cal OES, DHS/FEMA, and the U.S. Comptroller General. Records shall be retained for the longer of: (a) five (5) years after final payment or COUNTY’s acceptance of Subrecipient’s final audit under the Contract; or (b) the period required by 2 C.F.R. § 200.334 (no less than three (3) years after submission of the final federal expenditure report).
- 4. **Remedies and Repayment.** In addition to remedies in the Contract, COUNTY may withhold payment, disallow costs, suspend, or terminate for noncompliance. SUBRECIPIENT shall promptly repay any disallowed or ineligible costs upon COUNTY’s written demand. COUNTY may condition future reimbursements on corrective action and documentation.
- 5. **Order of Precedence.** In the event of a conflict between the Contract and this Attachment, this Attachment shall control as necessary to maintain compliance with

## 2024 State Homeland Security Grant Program

applicable federal and state grant requirements. In the event of conflict between Attachments B and C, Attachment C controls.

6. **No Other Changes.** Except as expressly modified by this Attachment A, all terms and conditions of the Contract remain in full force and effect.