

## Folsom City Council Staff Report

<b>MEETING DATE:</b>	10/27/2020
<b>AGENDA SECTION:</b>	Consent Calendar
<b>SUBJECT:</b>	Resolution No. 10506 – A Resolution Authorizing the Police Department to Accept a Sacramento Regional Office of Homeland Security Grant in the Amount of \$250,000 and Appropriation of Funds
<b>FROM:</b>	Police Department

### **RECOMMENDATION / CITY COUNCIL ACTION**

Staff recommends the City Council approve Resolution No. 10506 – A Resolution Authorizing the Police Department to Accept a Sacramento Regional Office of Homeland Security Grant in the Amount of \$250,000 and Appropriation of Funds.

### **BACKGROUND / ISSUE**

The Folsom Mobile Command and Communications Unit (MCCU) is a regional asset that was originally built in 2006 by LDV Custom Specialty Vehicles. The MCCU has been deployed to numerous critical incidents since its original construction. It has served as a back-up dispatch center, and part of the command center for incidents such as: the Roseville Galleria fire, the Camp fire, the Amgen Tour of California, a potential breach in the Folsom Dam structure, Sacramento PD Officer Tara O’Sullivan murder, Sacramento County Sheriff Deputy Alex Ladwig shooting, Placer County Sheriff Mike Davis murder, a SWAT standoff in El Dorado County (El Dorado County Sheriff), during the Stephon Clark civil unrest in Sacramento (joint Sacramento Sheriff / Sacramento Police command), during a large scale fire in Sacramento County and most recently it was deployed to a barricaded suspect standoff in El Dorado County to name a few.

The vehicle has been used during regional police motor competitions, regional S.W.A.T. team trainings and is a resource available to critical incident negotiation teams in three counties. The MCCU has also been deployed to assist the Placerville Police Department (El Dorado

County) and the Placer County Sheriff's Office during special events. The radio interoperability system contained in this vehicle allows communication between local, state, and federal law enforcement entities which currently operate under different radio systems/frequencies. The vehicle contains VHF, UHF, 800 megahertz, and shortwave radio systems.

Although the radio interoperability system (RIOS) has been continually upgraded since the vehicle was first built, other systems have not. Technology has changed tremendously since 2006 and some of the systems are no longer manufactured or supported. Unmanned Aerial Vehicles (Drones) were not commonly used in 2006 and video downlink systems in place currently only work with Sacramento County Sheriff Department's helicopter/plane assets. Upgrades to the satellite communication dish, the video surveillance system, and other critical components need to be performed. The cost of a new mobile command vehicle is well over \$1,000,000 while the upgrades are less than a quarter of that dollar amount.

Once approved, the monies will fund the following vehicle upgrades:

- Replacing outdated/no longer supported control modules.
- Replacing/upgrading mast camera surveillance system.
- Replacing outdated light mast and controller to LED.
- Replacing existing 8 single band Motorola XTL 5000 radios with tri-band APX 8500 radios.
- Replacing outdated/no longer supported satellite communications dish.
- Retrofit exterior scene/security lighting to LED.
- Replacing broken emergency lighting.
- Replacing components of the onboard air system to optimize mast performance.
- Purchase additional dispatch equipment (headsets / "walk-up" cables).

The manufacturer of the vehicle (LDV) utilizes Public Safety Innovation Incorporated as a sole source, west coast vendor to perform upgrades to their vehicles.

### **POLICY / RULE**

In accordance with Chapter 2.36 of the Folsom Municipal Code, supplies, equipment, services and construction with a value of \$62,014 or greater shall be awarded by City Council.

### **ANALYSIS**

Having access to the Mobile Command and Communications Unit allows regional public safety agencies the ability to rapidly deploy and set up field command/control areas during natural disasters, terrorist attacks, high risk operations, and highly volatile incidents. Once on scene, this platform provides an infrastructure to patch various local, state and federal communication systems together during critical incidents. The Folsom Police Department repeatedly offers the use of the MCCU to our regional partners.

As stated above, the City of Folsom could attempt to purchase a new vehicle ranging in price from \$1,000,000 to \$2,000,000. Although the vehicle is over 14 years old, the MCCU is in excellent condition and remains in a deployment ready state. The Folsom Police Department continually seeks funding opportunities to keep the vehicle technologically sound and ready for future deployments. We have utilized our current police department budget for upgrades in the past but do not have the fiscal ability to pay for the technological improvements available through this grant.

There are numerous potential terrorist targets both within and surrounding the City of Folsom. These targets include Western Area Power Administration, California Independent Switching Operator, Folsom Dam, California State Capital, and multiple power transfer stations. Should some type of critical incident occur, the MCCU is able to quickly respond and provide an onsite platform for command, control and communications. The radio interoperability component of this vehicle allows local, state, and federal agencies seamless communications while operating on otherwise incompatible radio frequencies. Keeping the vehicle up to current technological standards is imperative during any critical incident.

### **FINANCIAL IMPACT**

There is no negative fiscal impact to the City as the Sacramento Regional Office of Homeland Security is granting the full \$250,000 to the City of Folsom for the upgrades. An additional appropriation will be required in the Police Department Operating Budget in the General Fund (Fund 010) for these improvements and the grant revenue.

### **ENVIRONMENTAL REVIEW**

N/A.

### **ATTACHMENTS**

1. Resolution No. 10506 – A Resolution Authorizing the City Manager to execute a grant agreement with the Sacramento Regional Office of Homeland Security for \$250,000 to provide equipment upgrades to the Folsom Mobile Command and Communication Unit
2. City of Sacramento grant agreement (with Exhibits A-F)

Submitted,

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Richard D. Hillman, Chief of Police

# ATTACHMENT 1

**RESOLUTION NO. 10506**

**A RESOLUTION AUTHORIZING THE POLICE DEPARTMENT TO ACCEPT A SACRAMENTO REGIONAL OFFICE OF HOMELAND SECURITY GRANT IN THE AMOUNT OF \$250,000 AND APPROPRIATION OF FUNDS.**

**WHEREAS**, the Sacramento Regional Office of Homeland Security has funds available to help local agencies upgrade infrastructure in response to terrorist and national security events; and

**WHEREAS**, Folsom Police Mobile Command and Communications Unit (MCCU) is a regional public safety asset that was originally built in 2006 and has systems that are at the end of life or in need of upgrade to remain technologically current; and

**WHEREAS**, the MCCU platform provides an infrastructure to patch various local, state, and federal communications systems together during critical incidents and having access to the MCCU allows agencies the ability to rapidly deploy and set up field command and control areas during natural disasters, terrorist attacks, high risk operations and highly volatile incidents; and

**WHEREAS**, the MCCU has been deployed to numerous critical incidents and has served as a backup dispatch center and command center during such events; and

**WHEREAS**, an additional appropriation will be required in the FY 2020-21 Police Department Operating Budget; and

**WHEREAS**, the agreement will be in a form acceptable to the City Attorney:

**NOW, THEREFORE, BE IT RESOLVED** that the City Council of the City of Folsom authorizes the Police Department to Accept a Sacramento Regional Office of Homeland Security Grant in the amount of \$250,000; and

**NOW, THEREFORE, BE IT FURTHER RESOLVED** that the Finance Director is authorized to appropriate an additional \$250,000 to the FY 2020-21 Police Department Operating Budget in the General Fund (Fund 010) for the expenditures and the grant revenue.

**PASSED AND ADOPTED** this 27th day of October 2020, by the following roll-call vote:

**AYES:** Council Member(s):  
**NOES:** Council Member(s):  
**ABSENT:** Council Member(s):  
**ABSTAIN:** Council Member(s):

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Sarah Aquino, MAYOR

ATTEST:

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Christa Freemantle, CITY CLERK

## **ATTACHMENT 2**

**GRANT AGREEMENT**

**THIS GRANT AGREEMENT (“Agreement”)** is made at Sacramento, California, as of \_\_\_\_\_, by and between the **CITY OF SACRAMENTO**, a municipal corporation (“GRANTOR”), and

Entity Name	City of Folsom
Entity DUNS Number	92210404

(“GRANTEE”). For purposes of this Agreement, the GRANTOR and GRANTEE may collectively be referred to as “Parties.”

**1. GRANT AWARD.** Pursuant to the requirements prescribed in the exhibits attached hereto, the GRANTOR hereby awards the GRANTEE the following:

Grant Title	UASI: Folsom Police Mobile Command and Communications Unit
Grant Number	G11016918
Performance Period	October 1, 2020 – March 1, 2021
Award Amount (This Action)	\$250,000
Award Amount (Prior Actions)	\$0
Award Amount (Total)	\$250,000
Indirect Cost Rate	Not applicable
Research & Development?	No

**2. FEDERAL AWARD IDENTIFICATION.** This grant is supported with funding authorized by the following federal program:

CFDA # and Title	97.067 – Homeland Security Grant Program (HSGP)
Awarding Agency	US Department of Homeland Security
Award Identification Number(s)	EMW-2018-SS-00054
Award Period	September 1, 2018 – August 31, 2021
Pass Through Agency	California Governor’s Office of Emergency Services
Pass Through Award Number	2018-0054
Pass Through Award Period	September 1, 2018 – April 30, 2021
Pass Through Award Amount	\$2,067,500

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3. **CONTRACT.** The contract shall consist of this Agreement and each of the following exhibits, which are incorporated herein by reference:

- Exhibit A – Purpose and Term of Grant
- Exhibit B – Fee Schedule/Manner of Payment
- Exhibit C – Authorized Officials
- Exhibit D – Standard Assurances (Non-Construction) (Standard Form 424B)\*
- Exhibit E – Disclosure of Lobbying Activities (Standard Form LLL)\*
- Exhibit F – CalOES FY2018 Homeland Security Grant Program (HSGP) Standard Assurances\*
- Exhibit G – CalOES FY2018 HSGP State Guidance\*\*

<https://www.caloes.ca.gov/cal-oes-divisions/grants-management/homeland-security-prop-1b-grant-programs/homeland-security-grants-program>

*Exhibits followed by an asterisk (\*) must be completed and signed/initialed by a GRANTEE official. Exhibits followed by two asterisks (\*\*) are hereby incorporated by reference and made a part of this contract as if attached hereto.*

#### 4. PROCEDURES.

a. **ADMINISTRATIVE REQUIREMENTS.** Funds awarded via this Agreement are subject to the federal Uniform Administrative Requirements codified in Title 2, Part 200 of the Code of Federal Regulations ([www.ecfr.gov](http://www.ecfr.gov)), including its subparts and appendices, as applicable.

b. **MODIFICATIONS.** GRANTEE may request modifications to this Agreement that are necessary to enhance the operational efficiency of the underlying grant. This includes any changes that affect approved budgeted amounts, its Authorized Officials, and/or a significant change in goals, objectives, and/or procedures that affect the grant scope or end date. GRANTOR is under no obligation to fulfill GRANTEE requests.

Modifications must be submitted in the format provided by GRANTOR and signed by one of GRANTEE'S Authorized Officials (as noted in Exhibit C, attached hereto). The GRANTEE may not expend any funds specific to a requested modification until it has received approval from the GRANTOR.

Expenditures related to pending/unapproved modifications or those inconsistent with grant requirements, applicable law, the approved budget, or project scope will not be reimbursed.

c. **PAYMENT.** Requests for payment for services associated with this Agreement must be submitted as described in Exhibit B, attached hereto.

d. **MONITORING AND EVALUATION.** The GRANTOR has the responsibility to evaluate GRANTEE'S performance of its obligations described in this subaward in accordance with applicable laws, regulations, and policies. As such, the GRANTOR will monitor, evaluate, and provide guidance and direction to GRANTEE in the performance of this subaward. The GRANTOR may require GRANTEE to take correction action if deficiencies are found as a result of monitoring or evaluation and may report those deficiencies to the Awarding Agency or Pass-Through Agency named on Page 1.

#### 5. INDEMNITY & INSURANCE



- a. INDEMNITY.** GRANTEE shall defend, hold harmless and indemnify GRANTOR, its officers and employees, and each and every one of them, from and against any and all actions, damages, costs, liabilities, claims, demands, losses, judgments, penalties, costs and expenses of every type and description, including, but not limited to, any fees and/or costs reasonably incurred by GRANTOR's staff attorneys or outside attorneys and any fees and expenses incurred in enforcing this provision (hereafter collectively referred to as "Liabilities"), including but not limited to Liabilities arising from personal injury or death, damage to personal, real or intellectual property or the environment, contractual or other economic damages, or regulatory penalties, arising out of or in any way connected with performance of or failure to perform this Agreement by GRANTEE, any consultant, subgrantee or agent, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, whether or not (i) such Liabilities are caused in part by a party indemnified hereunder or (ii) such Liabilities are litigated, settled or reduced to judgment; provided that the foregoing indemnity does not apply to liability for any damage or expense for death or bodily injury to persons or damage to property to the extent arising from the sole negligence or willful misconduct of GRANTOR, its agents, servants, or independent contractors who are directly responsible to GRANTOR, except when such agents, servants, or independent contractors are under the direct supervision and control of GRANTEE.
- b. INSURANCE OR SELF-INSURANCE REQUIREMENTS.** Each Party, at its sole cost and expense, shall carry insurance, or self-insure its activities in connection with this Agreement, and obtain, keep in force and maintain, insurance or equivalent programs of self-insurance, for general liability to cover its potential liabilities hereunder. Grantor, its officials, employees and volunteers shall be covered by policy terms or endorsement as additional insureds as respects general liability arising out of GRANTEE's performance hereunder. Each Party may request documentation from the other confirming that a party's insurance or self-insurance program adequately covers the activities in this Agreement.

These provisions shall survive the expiration or earlier termination of this Agreement.

- 6. EQUAL EMPLOYMENT OPPORTUNITY and NON-DISCRIMINATION.** During the performance of this Agreement, GRANTEE, for itself, its assignees and successors in interest, agrees as follows: A. Compliance With Regulations: GRANTEE shall comply with the Executive Order 11246 entitled "Equal Opportunity in Federal Employment", as amended by Executive Order 11375 and 12086, and as supplemented in Department of Labor regulations (41 CFR 60), hereinafter collectively referred to as the "Regulations".
- a. NONDISCRIMINATION:** This Agreement may be subject to the requirements of Sacramento City Code Chapter 3.54, Non-Discrimination in Employee Benefits by City Contractors. A summary of the requirements of Sacramento City Code Chapter 3.54, entitled "Requirements of the Non-Discrimination in Employee Benefits Code," can be viewed at:  
<http://www.cityofsacramento.org/Finance/Procurement/Standard-Agreements>. By signing this Agreement, GRANTEE acknowledges and represents that it has read and understands these requirements and agrees to fully comply with all applicable requirements of Sacramento City Code Chapter 3.54. If requested by GRANTOR, GRANTEE agrees to promptly provide such documents and information as may be required by GRANTOR to verify GRANTEE'S compliance. Any violation by GRANTEE of Sacramento City Code Chapter 3.54 constitutes a material breach of this Agreement, for which the GRANTOR may terminate the Agreement and pursue all available legal and equitable remedies.

GRANTEE, with regard to the work performed by it after award with regards to the work performed by it after award and prior to completion of the work pursuant to this Agreement, shall not discriminate on the ground of race, color, religion, sex, national origin, age, marital status, physical handicap or sexual orientation in selection and retention of subcontractors, including procurement of materials and leases of equipment. GRANTEE shall not participate either directly or indirectly in discrimination prohibited by the Regulations.

- b. **SOLICITATIONS OF GRANTEE:** In and prior to completion of the work pursuant to this Agreement, GRANTEE shall not discriminate on the ground of race, color, religion, sex, national origin, age, marital status, physical handicap or sexual orientation in selection and retention of contractors, including procurement of materials and leases of equipment. GRANTEE shall not participate either directly or indirectly in discrimination prohibited by the Regulations. All solicitations either by competitive bidding or negotiations made by GRANTEE for work to be performed under any contract, including all procurement of materials or equipment, each potential contractor, consultant or supplier shall be notified by GRANTEE of GRANTEE'S obligation under this Agreement and the Regulations relative to nondiscrimination on the ground of race, color, religion, sex, national origin, age, marital status, physical handicap or sexual orientation.
  - c. **INFORMATION AND REPORTS.** GRANTEE shall provide all information and reports required by the Regulations, or by any orders or instructions issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information and its facilities as may be determined by the GRANTOR to be pertinent to ascertain compliance with such Regulations, orders and instructions. Where any information required of GRANTEE is in the exclusive possession of another who fails or refuses to furnish this information, GRANTEE shall so certify to the GRANTOR, and shall set forth what efforts it has made to obtain the information.
7. **LIMITATION and REIMBURSEMENT.** In the event of noncompliance by GRANTEE with any of the requirements of this Agreement or applicable law or regulations, the GRANTOR reserves the right to withhold payments to GRANTEE and to cancel, terminate, or suspend the Agreement, in whole or in part.

The GRANTEE agrees that if it receives funds from the GRANTOR for an expenditure that is later disallowed for noncompliance, the GRANTEE shall promptly refund that amount to the GRANTOR, upon request.

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**8. AUTHORITY.** The signatories below hereby represent and certify they are fully authorized to sign this Agreement on behalf of each's respective organization and to bind said organizations to the performance of obligations described herein.

Executed as of the day and year above first stated.

**CITY OF SACRAMENTO**

**GRANTEE**

By: \_\_\_\_\_  
Chris Conlin, Assistant City Manager

By: \_\_\_\_\_  
Rick Hillman, Chief of Police

For: Howard Chan, City Manager

For: \_\_\_\_\_

APPROVED AS TO FORM:

APPROVED AS TO FORM:

\_\_\_\_\_  
City Attorney

\_\_\_\_\_  
Legal Counsel

ATTEST:

\_\_\_\_\_  
City Clerk

## **Exhibit A – Purpose and Term of Grant**

**Purpose:** To enhance regional multi-jurisdictional all-hazard incident response capabilities by upgrading equipment, including, but not limited to, satellite communication, video surveillance, and radio systems in the Folsom Police Department's Mobile Command and Communication Unit (MCCU). As a regional asset built in 2006, the MCCU has served as a command and back-up dispatch center for numerous regional critical incidents, special events, and training activities, including large-scale fire response. The MCCU also provides radio interoperability for local, state, and federal law enforcement agencies that operate under different radio systems and frequencies. The MCCU allows agencies to rapidly deploy and establish field command communication during a critical event.

**Term:** The performance period for the project is October 1, 2020 – April 30, 2021.

**EXHIBIT B – FEE SCHEDULE/MANNER OF PAYMENT**

1. **GRANTEE’S Compensation.** The total of all fees paid to the GRANTEE for the performance of the subaward obligations set forth in **Exhibit A**, including normal revisions (hereafter the “Agreement”), and for all authorized Reimbursable Expenses, shall not exceed the total sum of **\$250,000**.
2. **GRANTEE’S Reimbursable Expenses.** Reimbursable Expenses shall be limited to actual expenditures of GRANTEE for the following:

<b>Description:</b>	<b>Authorized Equipment List Items per Federal Emergency Management Agency Grant Guidance</b>
1. OPM Control Modules	04HW-01-MOBL
2. Mast Camera Surveillance System	06CP-03-TOWR & 14SW-01-VIDA
3. Fluorescent Light Mast & LED Controller	03OE-03-LTPA
4. APX 8500 Radios, Programming and Installation (7-800/UHF/VHF)	06CP-01-MOBL, 18AC-00-ACUP, 21GN-00-INST
5. Satellite Communications Dish	06CC-04-EQSD
6. Exterior LED lighting	14SW-01-LITE
7. Radio RPU Control Cables	18AC-00-ACUP & 06CP-02-BRDG
8. Air System for Mast Antenna	18AC-00-ACUP
9. Dispatch Headsets	06CP-01-MOBL
10. Dispatch Computer Monitors	06CP-02-BRDG
11. Emergency Lighting	19AF-01-COMM & 12VE-00-CMDV
<b>Total Project Cost</b>	<b>\$250,000</b>

3. **Payments to GRANTEE.**

- A. Payments to GRANTEE shall be made within a reasonable time after receipt of GRANTEE’S invoice, said payments to be made in proportion to services performed or as otherwise specified. GRANTEE shall be responsible for the cost of supplying all documentation necessary to verify the monthly billings to the satisfaction of CITY. GRANTEE must request payment no less frequently than quarterly, in accordance with the below schedule:

<b>Payment Period</b>	<b>Due Date</b>
January 1 – March 31	April 15
July 1 – September 30	October 15
October 1 – December 31	January 15

- B. All invoices submitted by GRANTEE shall contain the following information:
  - (1) Award Title
  - (2) Date of Invoice Issuance
  - (3) Sequential Invoice Number
  - (4) CITY’S Purchase Order Number
  - (5) Total Award Amount

- (6) Amount of this Invoice, itemized as described in Paragraph 2 – Billable Rates
- (7) Total Billed to Date
- (8) Total Remaining on Award
- (9) Attachment: Description of invoiced services and overall status of the grant, itemized as described in Paragraph 2 – Billable Rates
- (10) All invoices and documentation required for final project reimbursement must be submitted no later than May 1, 2021.

C. Requests for payment shall be sent to:

*A/P Processing Center  
City of Sacramento  
915 I Street, Floor 4  
Sacramento, CA 95814-2608*

*Or via email: [apinvoices@cityofsacramento.org](mailto:apinvoices@cityofsacramento.org)*

- 4. **Additional Services.** Additional Services are those services related to the GRANTEE'S obligations set forth in **Exhibit A**, but not anticipated at the time of execution of this Agreement. Additional Services shall be provided only when a Supplemental Agreement authorizing such Additional Services is approved by CITY in accordance with CITY'S Supplemental Agreement procedures. CITY reserves the right to perform any Additional Services with its own staff or to retain other subrecipients to perform said Additional Services.
- 5. **Records of GRANTEE.** During performance of this Agreement and for a period of three (3) years after closeout of the grant, GRANTEE shall maintain all records and data related to this grant, including, but not limited to, records of GRANTEE'S costs for all amounts claimed for reimbursement under this Agreement, in accordance with generally accepted accounting practices, and shall keep and make such records available for inspection and audit by representatives of the CITY upon reasonable written notice.
- 6. **Taxes.** GRANTEE shall pay, when and as due, any and all taxes incurred as a result of GRANTEE'S compensation hereunder, including estimated taxes, and shall provide CITY with proof of such payment upon request. GRANTEE hereby agrees to indemnify CITY for any claims, losses, costs, fees, liabilities, damages or injuries suffered by CITY arising out of GRANTEE'S breach of this **Section 6**.

**Exhibit C – Authorized Officials\***

In addition to the signatories of the Agreement, the following representatives are duly authorized to act on behalf of each's respective agency in the performance of this subaward:

**City of Sacramento**

<b>Name &amp; Title</b>	<b>Signature</b>
Neil Cybulski, Lieutenant	
Craig Mohar, Program Manager	
Der Xiong, Program Analyst	

**Grantee**

<b>Name &amp; Title</b>	<b>Signature</b>

**IN WITNESS WHEREOF**, the parties hereto have caused this Agreement to be duly executed.

**CONTRACTOR:**

*(If a corporation, must be signed by two officers of the corporation per Corporations Code section 313.)*

\_\_\_\_\_  
Date

\_\_\_\_\_  
Tax I.D. Number

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Title

**CITY OF FOLSOM, A Municipal Corporation:**

\_\_\_\_\_  
Date

\_\_\_\_\_  
Elaine Andersen, City Manager

ATTEST:

FUNDING AVAILABLE:

\_\_\_\_\_  
Christa Freemantle, City Clerk

\_\_\_\_\_  
Date

\_\_\_\_\_  
Stacey Tamagni, Finance Director

\_\_\_\_\_  
Date

ORIGINAL APPROVED AS TO CONTENT:

ORIGINAL APPROVED AS TO FORM:

\_\_\_\_\_  
Richard D. Hillman, Police Chief

\_\_\_\_\_  
Date

\_\_\_\_\_  
Steven Wang, City Attorney

\_\_\_\_\_  
Date

**NOTICE: SIGNATURE(S) ON BEHALF OF CONSULTANT MUST BE NOTARIZED.**

A certificate of acknowledgment in accordance with the provisions of California Civil Code section 1189 must be attached for each person executing this agreement on behalf of consultant. This section provides, at part (b): "Any certificate of acknowledgment taken in another place shall be sufficient in this state if it is taken in accordance with the laws of the place where the acknowledgment is made."

CONTRACT NAME



### ASSURANCES - NON-CONSTRUCTION PROGRAMS

Public reporting burden for this collection of information is estimated to average 15 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0040), Washington, DC 20503.





**PLEASE DO NOT RETURN YOUR COMPLETED FORM TO THE OFFICE OF MANAGEMENT AND BUDGET. SEND IT TO THE ADDRESS PROVIDED BY THE SPONSORING AGENCY.**

**NOTE:** Certain of these assurances may not be applicable to your project or program. If you have questions, please contact the awarding agency. Further, certain Federal awarding agencies may require applicants to certify to additional assurances. If such is the case, you will be notified.

As the duly authorized representative of the applicant, I certify that the applicant:

1. Has the legal authority to apply for Federal assistance and the institutional, managerial and financial capability (including funds sufficient to pay the non-Federal share of project cost) to ensure proper planning, management and completion of the project described in this application.
2. 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; and will establish a proper accounting system in accordance with generally accepted accounting standards or agency directives.
3. 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.
4. Will initiate and complete the work within the applicable time frame after receipt of approval of the awarding agency.
5. Will comply with the Intergovernmental Personnel Act of 1970 (42 U.S.C. §§4728-4763) relating to prescribed standards for merit systems for programs funded under one of the 19 statutes or regulations specified in Appendix A of OPM's Standards for a Merit System of Personnel Administration (5 C.F.R. 900, Subpart F).
6. Will 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 nondiscrimination 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; and, (j) the requirements of any other nondiscrimination statute(s) which may apply to the application.
7. Will 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.
8. Will comply, as applicable, 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.

9. Will 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), and the Contract Work Hours and Safety Standards Act (40 U.S.C. §§327-333), regarding labor standards for federally-assisted construction subagreements.
10. Will comply, if applicable, with flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973 (P.L. 93-234) which requires recipients 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.
11. Will 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); and, (h) protection of endangered species under the Endangered Species Act of 1973, as amended (P.L. 93-205).
12. Will 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.
13. Will 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.).
14. Will comply with P.L. 93-348 regarding the protection of human subjects involved in research, development, and related activities supported by this award of assistance.
15. Will comply with the Laboratory Animal Welfare Act of 1966 (P.L. 89-544, as amended, 7 U.S.C. §§2131 et seq.) pertaining to the care, handling, and treatment of warm blooded animals held for research, teaching, or other activities supported by this award of assistance.
16. Will 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.
17. Will cause to be performed the required financial and compliance audits in accordance with the Single Audit Act Amendments of 1996 and OMB Circular No. A-133, "Audits of States, Local Governments, and Non-Profit Organizations."
18. Will comply with all applicable requirements of all other Federal laws, executive orders, regulations, and policies governing this program.
19. 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 sub-recipient 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.

SIGNATURE OF AUTHORIZED CERTIFYING OFFICIAL	TITLE
	
APPLICANT ORGANIZATION	DATE SUBMITTED
	

**DISCLOSURE OF LOBBYING ACTIVITIES** OMB Control Number: 4040-0013

Expiration Date: 2/28/2022

Complete this form to disclose lobbying activities pursuant to 31 U.S.C.1352

<p><b>1. * Type of Federal Action:</b></p> <input type="checkbox"/> a. contract <input checked="" type="checkbox"/> b. grant <input type="checkbox"/> c. cooperative agreement <input type="checkbox"/> d. loan <input type="checkbox"/> e. loan guarantee <input type="checkbox"/> f. loan insurance	<p><b>2. * Status of Federal Action:</b></p> <input type="checkbox"/> a. bid/offer/application <input checked="" type="checkbox"/> b. initial award <input type="checkbox"/> c. post-award	<p><b>3. * Report Type:</b></p> <input checked="" type="checkbox"/> a. initial filing <input type="checkbox"/> b. material change
<p><b>4. Name and Address of Reporting Entity:</b></p> <input type="checkbox"/> Prime <input checked="" type="checkbox"/> SubAwardee    Tier if known: <input type="checkbox"/>		
<p>* Name: City of Folsom</p> <p>* Street 1: 50 Natoma Street    Street 2: _____</p> <p>* City: Folsom    State: CA: California    Zip: 95630</p> <p>Congressional District, if known: _____</p>		
<p><b>5. If Reporting Entity in No.4 is Subawardee, Enter Name and Address of Prime:</b></p> <p>* Name: State of California, Office of Emergency Services</p> <p>* Street 1: 3650 Schriver Avenue    Street 2: _____</p> <p>* City: Yathet    State: CA: California    Zip: 95655</p> <p>Congressional District, if known: _____</p>		
<p><b>6. * Federal Department/Agency:</b></p> <p>Department of Homeland Security (FEMA)</p>		<p><b>7. * Federal Program Name/Description:</b></p> <p>Homeland Security Grant Program</p> <p>CFDA Number, if applicable: 97.067</p>
<p><b>8. Federal Action Number, if known:</b></p> <p>_____</p>		<p><b>9. Award Amount, if known:</b></p> <p>\$ 250,000.00</p>
<p><b>10. a. Name and Address of Lobbying Registrant:</b></p> <p>Prefix _____ * First Name _____ Middle Name _____</p> <p>* Last Name _____ Suffix _____</p> <p>* Street 1 _____ Street 2 _____</p> <p>* City _____ State _____ Zip _____</p>		
<p><b>b. Individual Performing Services (including address if different from No. 10a)</b></p> <p>Prefix _____ * First Name _____ Middle Name _____</p> <p>* Last Name _____ Suffix _____</p> <p>* Street 1 _____ Street 2 _____</p> <p>* City _____ State _____ Zip _____</p>		
<p><b>11. Information requested through this form is authorized by title 31 U.S.C. section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when the transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be reported to the Congress semi-annually and will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.</b></p> <p>* Signature: _____</p> <p>* Name: Prefix _____ * First Name _____ Middle Name _____</p> <p>* Last Name _____ Suffix _____</p> <p>Title: _____ Telephone No.: _____ Date: _____</p>		
<p><b>Federal Use Only:</b></p>		<p align="right">STANDARD FORM LLL (REV. 7/1997) Authorized for Local Reproduction</p>



**Standard Assurances  
For All Cal OES Federal Grant Programs**

**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 set forth in Title 2, Part 200 of the Code of Federal Regulations (C.F.R.). Updates are issued by the Office of Management and Budget (OMB) and can be found at <http://www.whitehouse.gov/omb/>.

**Significant state and federal grant award requirements (some of which appear in the documents listed above) are set forth 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 the grant project and that any cash match will be appropriated as required;
- (b) 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) Grant funds shall not be used to supplant expenditures controlled by the city council, governing board, or authorized body, and
- (d) 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 request.



**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 United States 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 12549 and 12689, and 2 C.F.R. § 200.213 and codified in 2 C.F.R. 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, subgrantees, recipients or subrecipients:

- (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, (20 U.S.C. §§ 1681-1683, and 1685-1686), which prohibits discrimination on the basis of sex in any federally funded educational program or activity;
- (c) Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794), which prohibits discrimination against those with disabilities or access and functional needs;
- (d) Americans with Disabilities Act (ADA) of 1990, which prohibits discrimination on the basis of disability and requires buildings and structures be accessible to those with disabilities and access and functional needs (42 U.S.C. §§ 12101-12213);
- (e) Age Discrimination Act of 1975, (42 U.S.C. §§ 6101-6107), which prohibits discrimination on the basis of age;
- (f) Public Health Service Act of 1912 (42 U.S.C. §§ 290 dd—2), relating to confidentiality of patient records regarding substance abuse treatment;
- (g) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. § 3601 et seq.), relating to nondiscrimination in the sale, rental or financing of housing as implemented by the Department of Housing and Urban Development at 24 C.F.R. Part 100. The prohibition on disability discrimination includes the requirement that new multifamily housing with four or more dwelling units—i.e., the public and common use areas and individual apartment units (all units in buildings with elevators and ground-floor units in buildings without elevators)— be designed and constructed with certain accessible features (See 24 C.F.R. § 100.201);

- (h) Executive Order 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, sexual orientation, gender identification or national origin;
- (i) Executive Order 11375, which bans discrimination on the basis of race, color, religion, sex, sexual orientation, gender identification, or national origin in hiring and employment in both the United States federal workforce and on the part of government contractors;
- (j) California Public Contract Code § 10295.3, which prohibits discrimination based on domestic partnerships and those in same sex marriages;
- (k) DHS policy to ensure the equal treatment of faith-based organizations, under which all applicants and recipients must comply with equal treatment policies and requirements contained in 6 C.F.R. Part 19;
- (l) Any other nondiscrimination provisions in the specific statute(s) under which application for federal assistance is being made; and
- (m) The requirements of any other nondiscrimination statute(s) which may apply to the application.

In addition to the items listed in (a) through (m), the Applicant will comply with California's Fair Employment and Housing Act (FEHA). FEHA prohibits harassment and discrimination in employment because of ancestry, familial status, race, color, religious creed (including religious dress and grooming practices), sex (which includes pregnancy, childbirth, breastfeeding and medical conditions related to pregnancy, childbirth or breastfeeding), gender, gender identity, gender expression, sexual orientation, marital status, national origin, ancestry, mental and physical disability, genetic information, medical condition, age, pregnancy, denial of medical and family care leave, or pregnancy disability leave (California Government Code §§12940, 12945, 12945.2), military and veteran status, 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 maintain 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) Federal Clean Air Act of 1955 (42 U.S.C. § 7401) which regulates air emissions from stationary and mobile sources;

- (e) Institution of environmental quality control measures under the National Environmental Policy Act (NEPA) of 1969 (P.L. 91-190); the Council on Environmental Quality Regulations for Implementing the Procedural Provisions of NEPA; and Executive Order 12898 which focuses on the environmental and human health effects of federal actions on minority and low-income populations with the goal of achieving environmental protection for all communities;
- (f) Evaluation of flood hazards in floodplains in accordance with Executive Order 11988;
- (g) Executive Order 11514 which sets forth national environmental standards;
- (h) Executive Order 11738 instituted to assure that each federal agency empowered to enter into contracts for the procurement of goods, materials, or services and each federal agency empowered to extend federal assistance by way of grant, loan, or contract shall undertake such procurement and assistance activities in a manner that will result in effective enforcement of the Clean Air Act and the Federal Water Pollution Control Act Executive Order 11990 which requires preservation of wetlands;
- (i) The Safe Drinking Water Act of 1974, (P.L. 93-523);
- (j) The Endangered Species Act of 1973, (P.L. 93-205);
- (k) 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.);
- (l) Conformity of Federal Actions to State (Clear Air) Implementation Plans under Section 176(c) of the Clean Air Act of 1955, as amended (42 U.S.C. §§7401 et seq.);
- (m) 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.

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) 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 C.F.R. § 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 §§ 3729-3733 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) (P.L. 109-282), 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 for executive compensation, and also requirements implementing the Act for the non-federal entity at 2 C.F.R. Part 25 Financial Assistance Use of Universal Identifier and Central Contractor Registration and 2 C.F.R. Part 170 Reporting Subaward and Executive Compensation Information.

**13. Whistleblower Protections**

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.

**14. Human Trafficking**

The Applicant will comply with the requirements of Section 106(g) of the Trafficking Victims Protection Act of 2000, as amended (22 U.S.C. § 7104) which prohibits grant award recipients or a subrecipient from: (1) engaging in 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.

**15. Labor Standards**

The Applicant will comply with the following federal labor standards:

- (a) 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, and
- (b) 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.

#### **16. Worker's Compensation**

The Applicant must comply with provisions which require every employer to be insured to protect workers who may be injured on the job at all times during the performance of the work of this Agreement, as per the workers compensation laws set forth in California Labor Code §§ 3700 et seq.

#### **17. Property-Related**

If applicable to the type of project funded by this federal award, the Applicant will:

- (a) Comply 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 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), Executive Order 11593 (identification and protection of historic properties), and the Archaeological and Historic Preservation Act of 1974 (16 U.S.C. §469a-1 et seq.); and
- (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.

#### **18. 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; and
- (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.

**19. Use of Cellular Device While Driving is Prohibited**

Applicants are required to comply with California Vehicle Code sections 23123 and 23123.5. These laws prohibit driving motor vehicle while using an electronic wireless communications device to write, send, or read a text-based communication. Drivers are also prohibited from the use of a wireless telephone without hands-free listening and talking, unless to make an emergency call to 911, law enforcement, or similar services.

**20. California Public Records Act and 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 that are under Federal control, is subject to the Freedom of Information Act (FOIA), 5 U.S.C. § 552, and the California Public Records Act, California Government Code section 6250 et seq. The Applicant should consider these laws and consult its own State and local laws and regulations regarding the release of information when reporting sensitive matters in the grant application, needs assessment, and strategic planning process.

**HOMELAND SECURITY GRANT PROGRAM - PROGRAM SPECIFIC ASSURANCES / CERTIFICATIONS**

**21. Reporting Accusations and Findings of Discrimination**

If during the past three years the recipient has been accused of discrimination on any basis the recipient must provide a list of all such proceedings, pending or completed, including outcome and copies of settlement agreements to the DHS Financial Assistance Office and the DHS Office for Civil Rights and Civil Liberties (CRCL) by e-mail at [CRCL@hq.dhs.gov](mailto:CRCL@hq.dhs.gov) or by mail at U.S. Department of Homeland Security, Office for Civil Rights and Civil Liberties, Building 410, Mail Stop #0190, Washington, D.C. 20528.

In the courts or administrative agencies make a finding of discrimination on grounds of race, color, national origin (including LEP), sex, age, disability, religion, or familial status against the recipient, or the recipients settle a case or matter alleging such discrimination, recipients must forward a copy of the complaint and findings to the DHS Financial Assistance Office and the CRCL by e-mail or mail at the addresses listed above.

The United States has the right to seek judicial enforcement of these obligations.

**22. Acknowledgment of Federal Funding from DHS**

All recipients must acknowledge their use of federal funding when issuing statements, press releases, requests for proposals, bid invitations, and other documents describing projects or programs funded in whole or in part with federal funds.

**23. Activities Conducted Abroad**

All recipients must ensure that project activities carried on outside the United States are coordinated as necessary with appropriate government authorities and that appropriate licenses, permits, or approvals are obtained.

**24. Best Practices for Collection and Use of Personally Identifiable Information (PII)**

DHS defines personally identifiable information (PII) as any information that permits the identity of an individual to be directly or indirectly inferred, including any information that is linked or linkable to that individual. All recipients who collect PII are required to have a publically-available privacy policy that describes standards on the usage and maintenance of PII they collect. Recipients may also find the DHS Privacy Impact Assessments: Privacy Guidance and Privacy template a useful resource respectively.

**25. Copyright**

All recipients must affix the applicable copyright notices of 17 U.S.C. §§ 401 or 402 and an acknowledgement of U.S. Government sponsorship (including the award number) to any work first produced under federal financial assistance awards.

**26. Duplication of Benefits**

Any cost allocable to a particular federal financial assistance award provided for in 2 C.F.R. Part 200, Subpart E may not be charged to other federal financial assistance awards to overcome fund deficiencies, to avoid restrictions imposed by federal statutes, regulations, or federal financial assistance award terms and conditions, or for other reasons. However, these prohibitions would not preclude recipients from shifting costs that are allowable under two or more awards in accordance with existing federal statutes, regulations, or the federal financial assistance award terms and conditions.

**27. Energy Policy and Conservation Act**

All recipients 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 issued in compliance with this Act.

**28. Federal Debt Status**

All recipients are required to be non-delinquent in their repayment of any federal debt. Examples of relevant debt include delinquent payroll and other taxes, audit disallowances, and benefit overpayments. See OMB Circular A-129.

**29. Fly America Act of 1974**

All recipients must comply with Preference for U.S. Flag Air Carriers: (air carriers holding certificates under 49 U.S.C. § 41102) for international air transportation of people and property to the extent that such service is available, in accordance with the International Air Transportation Fair Competitive Practices Act of 1974 (49 U.S.C. § 40118) and the interpretative guidelines issued by the Comptroller General of the United States in the March 31, 1981, amendment to Comptroller General Decision B-138942.

**30. Hotel and Motel Fire Safety Act of 1990**

In accordance with Section 6 of the Hotel and Motel Fire Safety Act of 1990, all Applicants must ensure that all conference, meeting, convention, or training space funded in whole or in part with federal funds complies with the fire prevention and control guidelines of the Federal Fire Prevention and Control Act of 1974, as amended, 15 U.S.C. § 2225a.

**31. Non-supplanting Requirement**

All recipients who receive federal financial assistance awards made under programs that prohibit supplanting by law must ensure that federal funds do not replace (supplant) funds that have been budgeted for the same purpose through non-federal sources.

**32. Patents and Intellectual Property Rights**

Unless otherwise provided by law, recipients are subject to the Bayh-Dole Act, Pub. L. No. 96-517, as amended, and codified in 35 U.S.C. § 200 et seq. All recipients are subject to the specific requirements governing the development, reporting, and disposition of rights to inventions and patents resulting from financial assistance awards located at 37 C.F.R. Part 401 and the standard patent rights clause located at 37 C.F.R. § 401.14.

**33. SAFECOM**

All recipients who receive federal financial assistance awards made under programs that provide emergency communication equipment and its related activities must comply with the SAFECOM Guidance for Emergency Communication Grants, including provisions on technical standards that ensure and enhance interoperable communications.

**34. Terrorist Financing**

All recipients must comply with 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. Recipients are legally responsible to ensure compliance with the Order and laws.

**35. Reporting of Matters Related to Recipient Integrity and Performance**

If the total value of the recipient's currently active grants, cooperative agreements, and procurement contracts from all federal assistance offices exceeds \$10,000,000 for any period of time during the period of performance of this federal financial assistance award, you must comply with the requirements set forth in the government-wide Award Term and Condition for Recipient Integrity and Performance Matters located at 2 C.F.R. Part 200, Appendix XII, the full text of which is incorporated here by reference in the award terms and conditions.

**36. USA Patriot Act of 2001**

All recipients must comply with 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.

**37. Use of DHS Seal, Logo, and Flags**

All recipients must obtain permission from their DHS Financial Assistance Office, prior to using the DHS seal(s), logos, crests or reproductions of flags or likenesses 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.



**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. All recipients are bound by the Department of Homeland Security Standard Terms and Conditions 2018, Version 8.1, hereby incorporated by reference, which can be found at: <https://www.dhs.gov/publication/fy15-dhs-standard-terms-and-conditions>.

**The undersigned represents that he/she is authorized to enter into this agreement for and on behalf of the Applicant.**

Subrecipient: \_\_\_\_\_

Signature of Authorized Agent: \_\_\_\_\_

Printed Name of Authorized Agent: \_\_\_\_\_

Title: \_\_\_\_\_ Date: \_\_\_\_\_