

**AGREEMENT BETWEEN THE ALAMEDA COUNTY SHERIFF'S OFFICE**  
**AND CITY OF EMERYVILLE**

Grant Award: 2024 Homeland Security Grant

FEMA Award: 2024-0088

Subrecipient's name: City of Emeryville

Subrecipient's unique entity identifier (**DUNS**): 083787846

Subrecipient Federal Tax Identification Number (**TIN**): 94-6000326

Subaward Period of Performance Start and End Date: 09/01/2024 TO 12/31/2026

Amount of Grant Funds Obligated by this Agreement: \$21,120

Total Amount of Grant Funds Obligated to the  
Subrecipient by the pass-through entity to include this Agreement: \$ 1,453,851.00

Total Amount of the Award committed to the  
Subrecipient by the pass-through entity: \$ 1,453,851.00

THIS AGREEMENT is entered into by the **Alameda County Sheriff's Office** (hereinafter referred to as the "**Sheriff's Office**"), and City of Emeryville (hereinafter referred to as the "**Subrecipient**".)

For the purposes of this Agreement, the Sheriff's Office serves as the Subrecipient entity for a Federal award through CAL OES, and the Subrecipient serves as the Subrecipient of a subaward.

THIS AGREEMENT IS ENTERED INTO BASED ON THE FOLLOWING REPRESENTATIONS:

- A. The Subrecipient represents that it is fully qualified and eligible to receive these grant funds to provide the services identified herein;
- B. The Sheriff's Office received these grant funds from the Federal government passed through by CAL OES, and has the authority to subgrant these funds to the Subrecipient upon the terms and conditions outlined below; and,
- C. The Sheriff's Office has statutory authority to disburse the funds under this Agreement.

THEREFORE, the Sheriff's Office and the Subrecipient agree to the following:

**1) LAWS, RULES, REGULATIONS AND POLICIES**

- a. This Agreement includes:
  - i. A provision specifying a scope of work that clearly establishes the tasks that the Subrecipient is required to perform.
  - ii. A provision dividing the agreement into quantifiable units of deliverables that must be received and accepted in writing by the Sheriff's Office before payment.
  - iii. A provision specifying the financial consequences that apply if the Sub- Recipient fails to perform the minimum level of service required by the agreement.
  - iv. A provision specifying that the Subrecipient may expend funds only for allowable costs resulting from obligations incurred during the specified agreement period.
  - v. A provision specifying that any balance of unobligated funds which has been advanced or paid must be returned to the Sheriff's Office.
  - vi. A provision specifying that any funds paid in excess of the amount to which the Subrecipient is entitled under the terms and conditions of the agreement must be returned to the Sheriff's Office.
- b. The Subrecipient and the Sheriff's Office shall also be governed by all applicable State and Federal laws, rules and regulations, including those identified in attachment titled: Program Statutes and regulations. Any express reference in this Agreement to a particular statute, rule, or regulation in no way implies that no other statute, rule, or regulation applies.

**2) CONTACT**

- a. The Sheriff's Office Grants Manager and the Captain of the Office of Emergency Services shall be responsible for enforcing performance of this Agreement's terms and conditions, and shall serve as the Sheriff's Office liaison with the Subrecipient. As part of his/her duties, the Grants Manager for the Sheriff's Office shall:
  - i. Monitor, verify and document Subrecipient performance; and,
  - ii. Review and document all deliverables for which the Subrecipient requests payment
- b. The Sheriff's Office Grant Manager for this Agreement is:

Alameda County Sheriff's Office  
Attn: Kathy Martins, Grants Manager  
4985 Broder Blvd.  
Dublin, CA 94668

Telephone: (925)803-7895  
Cell Phone: (510) 225-5839  
Email: [kemartins@acgov.org](mailto:kemartins@acgov.org)
- c. The name and address of the Representative of the Subrecipient responsible for the administration of this Agreement is:

Name: A/Lt. Pablo Rojas  
Address: 2449 Powell St  
City: Emeryville State: Ca Zip 94608  
Telephone: 510.596.3700 Email: [projas@emeryville.org](mailto:projas@emeryville.org)

- d. In the event that different representatives or addresses are designated by either party after execution of this Agreement, notice of the name, title and address of the new representative will be provided to the other party within 30 days.

### **3) TERMS AND CONDITIONS**

This Agreement contains all the terms and conditions agreed upon by the parties.

### **4) EXECUTION**

This Agreement may be executed in any number of counterparts, any one of which may be taken as an original.

### **5) MODIFICATION**

Either party may request modification of the provisions of this Agreement. Changes which are agreed upon shall be valid only when in writing, signed by each of the parties, and attached to the original of this Agreement.

### **6) SCOPE OF WORK**

The Subrecipient shall perform the work in accordance with the Program Budget and Scope of Work/Deliverables of this Agreement.

### **7) PERIOD OF AGREEMENT**

This Agreement shall begin on 9/1/2024 and shall end on 12/31/2026, unless terminated earlier in accordance with the provisions of Paragraph (17) of this Agreement. The term "period of agreement" refers to the time during which the Subrecipient "may incur new obligations to carry out the work authorized under" this Agreement. The Subrecipient may receive reimbursement under this Agreement only for allowable costs incurred during the period of performance." The Subrecipient may expend funds authorized by this Agreement "only for allowable costs resulting from obligations Incurred during" the period of agreement.

### **8) FUNDING**

- a. This is a cost-reimbursement Agreement, subject to the amount awarded through the Subrecipient Agreement.
- b. The Sheriff's Office will reimburse the Subrecipient only for allowable costs incurred during the successful completion of required tasks outlined in attachment titled: Scope of Work/Deliverables. Allowable costs are listed in the attachment titled: Allowable Costs and Eligible Activities.
- c. The maximum reimbursement amount for the entirety of this Agreement is \$21,120.00.
- d. Any request for payment under this Agreement must Include a certification, signed by an official who is authorized to legally bind the Subrecipient, which reads as follows: "By signing this report, I certify to the best of my knowledge and belief that the report is true, complete, and accurate, and the expenditures, disbursements and cash receipts are for the purposes and objectives set forth in the terms and conditions of the award. I am aware that any false, fictitious, or fraudulent information, or the omission of any material fact, may subject me to criminal, civil or administrative penalties for fraud, false statements, false claims or otherwise. (U.S. Code Title 18, Section 1001 and Title 31, Sections 3729-yy730 and 3801-3812)."
- e. The Sheriff's Office will review any request for reimbursement by comparing the documentation provided by the Subrecipient against the allowable costs outlined in this agreement and required deliverables.

- f. The performance measure required remains consistent with the requirement for a "performance goal", which is defined in 2 C.F.R. §200.76 as "a target level of performance expressed as a tangible, measurable objective, against which actual achievement can be compared." It also remains consistent with the requirement, contained in 2 C.F.R. §200.301, that the Sheriff's Office and the Subrecipient "relate financial data to performance accomplishments of the award."
- g. If authorized by the Federal/State Awarding Agency, then the Sheriff's Office will reimburse the Subrecipient for overtime expenses in accordance with 2 C.F.R. §200.430 ("Compensation-personal services") and 2 C.F.R. §200.431 ("Compensation-fringe benefits"). If the Subrecipient seeks reimbursement for overtime expenses for periods when no work is performed (such as a collective bargaining agreement) due to vacation, holiday, illness, failure of the employer to provide sufficient work, or other similar cause, then the Sheriff's Office will treat the expense as a fringe benefit. 2 C.F.R. §200.431(a) defines fringe benefits as "allowances and services provided by employers to their employees as compensation in addition to regular salaries and wages." Fringe benefits are allowable under this Agreement, as long as the benefits are reasonable and are required by law, Subrecipient- employee agreement, or an established policy of the Subrecipient. 2 C.F.R. §200.431(b) provides that the cost of fringe benefits in the form of regular compensation paid to employees during periods of authorized absences from the job, such as for annual leave, family-related leave, sick leave, holidays, court leave, military leave, administrative leave, and other similar benefits, are allowable if all of the following criteria are met:
  - i. They are provided under established written leave policies;
  - ii. The costs are equitably allocated to all related activities; and,
  - iii. The accounting basis (cash or accrual) selected for tracking expenditures is consistently followed by the Subrecipient or specified grouping of employees.
  - iv. If authorized by the Awarding Agency, then the Sheriff's Office will reimburse the Subrecipient for travel expenses in accordance with 2 C.F.R. §200.474. As required, reimbursement for travel includes submission of the claim on the approved state travel voucher. If the Sub- Recipient seeks reimbursement for travel costs that exceed the amounts stated, then the Subrecipient must provide documentation that:
    - 1) The costs do not exceed charges normally allowed by the Subrecipient in its regular operations as a result of the Subrecipient's written travel policy; and,
    - 2) Participation of the individual in the travel is necessary to the award.
    - 3) The Sheriff's Office Grants Manager shall reconcile and verify all funds received against all funds expended during the grant agreement period and produce a final reconciliation report. The final report must identify any funds paid in excess of the expenditures incurred by the Subrecipient.
- h. As defined by 2 C.F.R. §200.53, the term "improper payment" means or includes:
  - 1) Any payment that should not have been made or that was made in an incorrect amount (including overpayments and underpayments) under statutory, contractual, administrative or other legally applicable requirements; and,
  - 2) Any payment to an ineligible party, any payment for an ineligible good or service, any duplicate payment, any payment for a good or service not received (except for such payments where authorized by law), any payment that does not account for credit for applicable discounts, and any payment where insufficient or lack of documentation prevents a reviewer from discerning whether a payment was proper.

## 9) RECORDS

- a. As required by 2 C.F.R. §200.336, the awarding agency, Sheriff's Office, or any of their authorized representatives, shall have the right of access to any documents, papers, or other records of the Subrecipient which are pertinent to the award, in order to make audits, examinations, excerpts, and transcripts. The right of access also includes timely and reasonable access to the Subrecipient's personnel for the purpose of interview and discussion related to such documents. Finally, the right of access is not limited to the required retention period but lasts as long as the records are retained.
- b. As required by 2 C.F.R. §200.331(a)(5), the Sheriff's Office, CA OES, the Chief Inspector General of the State of California, the State Controller, or any of their authorized representatives, shall have the right of access to any documents, financial statements, papers or other records of the Subrecipient which are pertinent to this Agreement in order to make audits, examinations, excerpts and transcripts. The right of access also includes timely and reasonable access to the Subrecipient's personnel for the purpose of interview and discussion related to such documents.
- c. As required by 2 C.F.R. §200.333, the Subrecipient shall retain sufficient records to show its compliance with the terms of this Agreement, as well as the compliance of all subcontractors or consultants paid from funds under this Agreement, for a period of three (3) years from the date of submission of the final expenditure report. The following are the only exceptions to the three (3) year requirement:
  - i. If any litigation, claim or audit is started before the expiration of the 3-year period, then the records must be retained until all litigation, claims, or audit findings involving the records have been resolved and final action taken.
  - ii. When the Sheriff's Office or the Subrecipient is notified in writing by the awarding agency, cognizant agency for audit, oversight agency for audit, cognizant agency for indirect costs or pass-through entity to extend the retention period.
  - iii. Records-for real property and equipment acquired with these grant funds must be retained for 3 years after final disposition.
  - iv. When records are transferred to or maintained by the awarding agency or pass-through entity, the 3-year retention requirement is not applicable to the Subrecipient.
  - v. Records for program income transactions after the period of performance. In some cases, recipients must report program income after the period of performance. Where there is such a requirement, the retention period for the records pertaining to the earning of the program income starts from the end of the entity's fiscal year in which the program income is earned.
  - vi. Indirect cost rate proposals and cost allocations plans. This paragraph applies to the following types of documents and their supporting records: indirect cost rate computations or proposals, cost allocation plans, and any similar accounting computations of the rate at which a particular group of costs is chargeable (such as computer usage chargeback rates or composite fringe benefit rates).
- d. In accordance with 2 C.F.R. §200.334, the awarding agency must request transfer of certain records to its custody from the Sheriff's Office or the Subrecipient when it determines that the records possess long term retention value.
- e. In accordance with 2 C.F.R. §200.335, the Sheriff's Office must always provide or accept paper versions of Agreement information to and from the Subrecipient upon request. If paper copies are submitted, then the Sheriff's Office must not require more than an original and two copies. When original records are electronic and cannot be altered, there is no need to create and retain paper copies. When original records are paper, electronic versions may be substituted through the use of duplication or other forms of electronic media provided that they are subject to periodic quality control reviews, provide reasonable safeguards against alteration. and remain readable.
- f. As required by 2 C.F.R. §200.303, the Subrecipient shall take reasonable measures to safeguard protected personally identifiable information and other information the awarding agency or the Sheriff's Office designates as sensitive or the Subrecipient considers sensitive consistent with applicable federal, state, local, and tribal laws regarding privacy and obligations of confidentiality.

- g. The Subrecipient shall maintain all records for the Subrecipient and for all subcontractors or consultants to be paid from funds provided under this Agreement. Including documentation of all program costs, in a form sufficient to determine compliance with the requirements and objectives of the Program Budget and Scope of Work/Deliverables and all other applicable laws and regulations.

#### **10) RETENTION OF RECORDS**

The Subrecipient shall maintain all records and documents for a minimum of five (5) years from the date of the final financial statement and be available for audit and public disclosure upon request of duly authorized persons. The Subrecipient shall comply with State of California Auditor's General Records Schedule for State and Local Government Agencies.

#### **11) AUDITS**

- a. The Subrecipient shall comply with the audit requirements contained in 2 C.F.R. Part 200, Subpart F.
- b. In accounting for the receipt and expenditure of funds under this Agreement, the Subrecipient shall follow Generally Accepted Accounting Principles ("GAAP"). As defined by 2 C.F.R. §200.49, GAAP "has the meaning specified in accounting standards issued by the Government Accounting Standards Board (GASB) and the Financial Accounting Standards Board (FASB)."

#### **12) REPORTS**

- a. Consistent with 2 C.F.R. §200.328, the Subrecipient shall provide the Sheriff's Office with quarterly reports and a close-out report. These reports shall include the current status and progress by the Subrecipient and all subcontractors in completing the work described in the scope of work and the expenditure of funds under this Agreement, in addition to any other information requested by the Sheriff's Office.
- b. Quarterly reports are due to the Sheriff's Office as determined by the SHSGP Program Manager, see attached schedule.
- c. If all required reports and copies are not sent to the Sheriff's Office or are not completed in a manner acceptable to the Sheriff's Office, then the Sheriff's Office may withhold further payments until they are completed or may take other action as stated in Paragraph (16) REMEDIES. "Acceptable to the Sheriff's Office" means that the work product was completed in accordance with the Budget and Scope of Work.
- d. The Subrecipient shall provide additional program updates or information that may be required by the Sheriff's Office.
- e. The Subrecipient shall provide additional reports and information identified in attachment titled: Reports.

#### **13) MONITORING**

- a. The Subrecipient shall monitor its performance under this Agreement, as well as that of its subcontractors and/or consultants who are paid from funds provided under this Agreement, to ensure that time schedules are being met, the Schedule of Deliverables and Scope of Work are being accomplished within the specified time periods, and other performance goals are being achieved. A review shall be done for each function or activity in attachment titled: Scope of Work/Deliverables to this Agreement, and reported in the quarterly report.
- b. Monitoring procedures may include, but not be limited to on-site visits by Sheriff's Office staff, limited scope audits, and/or other procedures. The Subrecipient agrees to comply and cooperate with any monitoring procedures/processes deemed appropriate by the Sheriff's Office. The Sheriff's Office will monitor the performance and financial management by the Subrecipient throughout the contract term to ensure timely completion of all tasks.
- c. If during the monitoring process by the Sheriff's Office it is determined that any portion of the funds disbursed was not spent in accordance with the conditions of this Agreement, the Subrecipient shall be held liable for reimbursement to the Sheriff's Office of all funds not spent in accordance with these

applicable regulations and Agreement provisions within thirty days after the Sheriff's Office has notified the Subrecipient of such non-compliance.

#### **14) LIABILITY**

- a. Unless the Subrecipient is a State agency or subdivision, the Subrecipient is solely responsible to parties it deals with in carrying out the terms of this Agreement. Subrecipient shall hold the Sheriff's Office harmless against all claims of whatever nature by third parties arising from the work performance under this Agreement. For purposes of this Agreement, the Subrecipient agrees that it is not an employee or agent of the Sheriff's Office, but is an independent contractor.
- b. Any Subrecipient which is a state agency or subdivision, agrees to be fully responsible for its negligent or tortious acts or omissions which result in claims or suits against the Sheriff's Office, and agrees to be liable for any damages proximately caused by the acts or omissions. Nothing herein is intended to serve as a waiver of sovereign immunity by any Subrecipient to which sovereign immunity applies.

#### **15) DEFAULT**

If any of the following events occur ("Events of Default"), all obligations on the part of the Sheriff's Office to make further payment of funds shall terminate and the Sheriff's Office has the option to exercise any of its remedies set forth in Paragraph (16): however, the Sheriff's Office may make payments or partial payments after any Events of Default without waiving the right to exercise such remedies, and without becoming liable to make any further payment:

- a. If any warranty or representation made by the Subrecipient in this Agreement or any previous agreement with the Sheriff's Office is or becomes false or misleading in any respect, or if the Sub-Recipient fails to keep or perform any of the obligations, terms or covenants in this Agreement or any previous agreement with the Sheriff's Office and has not cured them in timely fashion, or is unable or unwilling to meet its obligations under this Agreement;
- b. If material adverse changes occur in the financial condition of the Subrecipient at any time during the term of this Agreement, and the Subrecipient fails to cure this adverse change within thirty days from the date written notice is sent by the Sheriff's Office;
- c. If any reports required by this Agreement have not been submitted to the Sheriff's Office or have been submitted with incorrect, incomplete or insufficient information; or,
- d. If the Subrecipient has failed to perform and complete on time any of its obligations under this Agreement.

#### **16) REMEDIES**

If an Event of Default occurs, then the Sheriff's Office shall, after thirty (30) calendar days written notice to the Subrecipient and upon the Subrecipient's failure to cure within those thirty days, exercise any one or more of the following remedies, either concurrently or consecutively:

- a. Terminate this Agreement, provided that the Subrecipient is given at least thirty days prior written notice of the termination. The notice shall be effective when placed in the United States, first class mail postage prepaid, by registered or certified mail-return receipt requested, to the address in paragraph (3) herein;
- b. Begin an appropriate legal or equitable action to enforce performance of this Agreement;
- c. Withhold or suspend payment of all or any part of a request for payment;
- d. Require that the Subrecipient refund to the Sheriff's Office any monies used for ineligible purposes under the laws, rules and regulations governing the use of these funds.
- e. Exercise any corrective or remedial actions, to include but not be limited to:
  - i. Request additional information from the Subrecipient to determine the reasons for or the extent of non-compliance or lack of performance,
  - ii. Issue a written warning to advise that more serious measures may be taken if the situation is not corrected,

- iii. Advise the Subrecipient to suspend, discontinue or refrain from incurring costs for any activities in question or
- iv. Reallocate their subaward for lack of performance
- v. Require the Subrecipient to reimburse the Sheriff's Office for the amount of costs incurred for any items determined to be ineligible;
- f. Exercise any other rights or remedies which may be available under law.

Pursuing any of the above remedies will not stop the Sheriff's Office from pursuing any other remedies in this Agreement or provided at law or In equity. If the Sheriff's Office waives any right or remedy in this Agreement or fails to insist on strict performance by the Subrecipient, it will not affect, extend or waive any other right or remedy of the Sheriff's Office, or affect the later exercise of the same right or remedy by the Sheriff's Office for any other default by the Subrecipient.

## **17) TERMINATION**

- a. The Sheriff's Office may terminate this Agreement for cause after thirty (30) days written notice. Cause can include misuse of funds, fraud, lack of compliance with applicable rules, laws and regulations, failure to perform on time and refusal by the Subrecipient to permit public access to any document, paper, letter or other material subject to disclosure.
- b. The Sheriff's Office may terminate this Agreement for convenience or when it determines, in its sole discretion, that continuing the Agreement would not produce beneficial results in line with the further expenditure of funds, by providing the Subrecipient with thirty (30) calendar days prior written notice.
- c. The parties may agree to terminate this Agreement for their mutual convenience through a written amendment of this Agreement. The amendment will state the effective date of the termination and the procedures for proper closeout of the Agreement
- d. In the event that this Agreement is terminated, the Subrecipient will not incur new obligations for the terminated portion of the Agreement after the Subrecipient has received the notification of termination. The Subrecipient will cancel as many outstanding obligations as possible. Costs incurred after receipt of the termination notice will be disallowed. The Subrecipient shall not be relieved of liability to the Sheriff's Office because of any breach of Agreement by the Subrecipient. The Sheriff's Office may, to the extent authorized by law, withhold payments to the Subrecipient for the purpose of set-off until the exact amount of damages due the Sheriff's Office from the Subrecipient is determined.

## **18) PROCUREMENT**

- a. The Subrecipient shall ensure that any procurement involving funds authorized by the Agreement complies with all applicable federal and state laws and regulations, to include 2 C.F.R. §§200.318 through 200.326 as well as Appendix II to 2 C.F.R. Part 200 (entitled "Contract Provisions for Subrecipient Contracts Under Federal Awards").
- b. As required by 2 C.F.R. §200.318(b), the Subrecipient shall "maintain records sufficient to detail the history of procurement. These records will include, but are not necessarily limited to the following: rationale for the method of procurement, selection of contract type, contractor selection or rejection, and the basis for the contract price.
- c. As required by 2 C.F.R. §200.318(i), the Subrecipient shall "maintain oversight to ensure that contractors perform in accordance with the terms, conditions, and specifications of their contracts or purchase orders." In order to demonstrate compliance with this requirement, the Subrecipient shall document in its quarterly report to the Sheriff's Office, the progress of any and all subcontractors performing work under this Agreement.
- d. Except for procurements by micro-purchases pursuant to 2 C.F.R. §200,320(a) or procurements by small purchase procedures pursuant to 2 C.F.R. §200.320(b), if the Subrecipient chooses to subcontract any of



the work required under this Agreement, then the Subrecipient shall forward to the Sheriff's Office a copy of any solicitation (whether competitive or non-competitive) at least fifteen (15) days prior to the publication or communication of the solicitation. The Sheriff's Office shall review the solicitation and provide comments, if any, to the Subrecipient within three (3) business days. Consistent with 2 C.F.R. §200.324, the Sheriff's Office will review the solicitation for compliance with the procurement standards outlined in 2 C.F.R. §§200.318 through 200.326, as well as Appendix II to 2 C.F.R. Part 200. Consistent with 2 C.F.R. §200.318(k), the Sheriff's Office will not substitute its judgment for that of the Subrecipient. While the Subrecipient does not need the approval of the Sheriff's Office in order to publish a competitive solicitation, this review may allow the Sheriff's Office to identify deficiencies in the vendor requirements or in the commodity or service specifications. The Sheriff's Office's review and comments shall not constitute an approval of the solicitation. Regardless of the Sheriff's Office's review, the Subrecipient remains bound by all applicable laws, regulations, and agreement terms. If during its review the Sheriff's Office identifies any deficiencies, then the Sheriff's Office shall communicate those deficiencies to the Subrecipient as quickly as possible within the three (3) business day window outlined above. If the Subrecipient publishes a competitive solicitation after receiving comments from the Sheriff's Office that the solicitation is deficient, then the Sheriff's Office may:

- i. Terminate this Agreement in accordance with the provisions outlined in paragraph 17 above; and, solicitation.
  - ii. Refuse to reimburse the Subrecipient for any costs associated with that reimbursement request.
- e. Except for procurements by micro-purchases pursuant to 2 C.F.R. §200.320(a) or procurements by small purchase procedures pursuant to 2 C.F.R. §200.320(b), if the Subrecipient chooses to subcontract any of the work required under this Agreement, then the Subrecipient shall forward to the Sheriff's Office a copy of any contemplated contract prior to contract execution. The Sheriff's Office shall review the unexecuted contract and provide comments, if any, to the Subrecipient within three (3) business days. Consistent with 2 C.F.R. §200.324, the Sheriff's Office will review the unexecuted contract for compliance with the procurement standards outlined in 2 C.F.R. §§200.318 through 200.326, as well as Appendix II to 2 C.F.R. Part 200. Consistent with 2 C.F.R. §200.318(k), the Sheriff's Office will not substitute its judgment for that of the Subrecipient. While the Subrecipient does not need the approval of the Sheriff's Office in order to execute a subcontract, this review may allow the Sheriff's Office to identify deficiencies in the terms and conditions of the subcontract as well as deficiencies in the procurement process that led to the subcontract. The Sheriff's Office's review and comments shall not constitute an approval of the subcontract. Regardless of the Sheriff's Office's review, the Subrecipient remains bound by all applicable laws, regulations, and agreement terms. If during its review the Sheriff's Office identifies any deficiencies, then the Sheriff's Office shall communicate those deficiencies to the Subrecipient as quickly as possible within the three (3) business day window outlined above. If the Subrecipient executes a subcontract after receiving a communication from the Sheriff's Office that the subcontract is non-compliant, then the Sheriff's Office may:
  - i. Terminate this Agreement in accordance with the provisions outlined in paragraph 17 above; and,
  - ii. Refuse to reimburse the Subrecipient for any costs associated with that subcontract.
- f. The Subrecipient agrees to include in the subcontract that (i) the subcontractor is bound by the terms of this Agreement, (ii) the subcontractor is bound by all applicable state and federal laws and regulations, and (iii) the subcontractor shall hold the Sheriff's Office and Subrecipient harmless against all claims of whatever nature arising out of the subcontractor's performance of work under this Agreement, to the extent allowed and required by law.
- g. As required by 2 C.F.R. §200.318(c)(1), the Subrecipient shall "maintain written standards of conduct covering conflicts of interest and governing the actions of its employees engaged in the selection, award and administration of contracts.

- h. As required by 2 C.F.R. §200.319(a), the Subrecipient shall conduct any procurement under this agreement "in a manner providing full and open competition." Accordingly, the Subrecipient shall not;
  - i. Place unreasonable requirements on firms in order for them to qualify to do business
  - ii. Require unnecessary experience or excessive bonding;
  - iii. Use noncompetitive pricing practices between firms or between affiliated companies;
  - iv. Execute noncompetitive contracts to consultants that are on retainer contracts;
  - v. Authorize, condone, or ignore organizational conflicts of interest;
  - vi. Specify only a brand name product without allowing vendors to offer an equivalent;
  - vii. Specify a brand name product instead of describing the performance, specifications, or other relevant requirements that pertain to the commodity or service solicited by the procurement;
  - viii. Engage in any arbitrary action during the procurement process; or
  - ix. Allow a vendor to bid on a contract if that bidder was involved with developing or drafting the specifications, requirements, statement of work, invitation to bid or request for proposals.
- i. "[E]xcept in those cases where applicable Federal statutes expressly mandate or encourage" otherwise, the Subrecipient, as required by 2 C.F.R. §200.319(b), shall not use a geographic preference when procuring commodities or services under this Agreement.
- j. The Subrecipient shall conduct any procurement involving invitations to bid (i.e. sealed bids) in accordance with 2 C.F.R. §200.320(c).
- k. The Subrecipient shall conduct any procurement involving requests for proposals (i.e. competitive proposals) in accordance with 2 C.F.R. §200.320(d).
- l. For each subcontract, the Subrecipient shall provide a written statement to the Sheriff's Office as to whether that subcontractor is a minority business enterprise. Additionally, the Subrecipient shall comply with the requirements of 2 C.F.R. §200.321 ("Contracting with small and minority businesses, women's business enterprises and labor surplus area firms").

## 19) ATTACHMENTS

- a. All attachments to this Agreement are incorporated as if set out fully.
- b. In the event of any inconsistencies or conflict between the language of this Agreement and the attachments, the language of the attachments shall control, but only to the extent of the conflict or inconsistency.
- c. This Agreement has the following attachments;
  - i. Exhibit 1 - Funding Sources / Terms and Conditions
  - ii. Attachment A – Program Budget
  - iii. Attachment B – Scope of Work/Deliverables
  - iv. Attachment C – Reports
  - v. Attachment D – Reporting Forms
  - vi. Attachment E – Debarment and Suspension Certification

## 20) OBLIGATION OF SUBRECIPIENT AWARD FUNDS

Sub-award funds shall not under any circumstances be obligated prior to the effective date, or subsequent to the termination date, of the period of performance. Additionally, sub-awards will not be spent or obligated until all indicated conditions of the grant award have been approved. Only project costs incurred on or after the effective date, and on or prior to the termination date of the Subrecipient's project are eligible for reimbursement. All payments must be completed within forty-five (45) days of the end of the sub-award period of performance.

## **21) PAYMENTS**

- a. Invoices shall be submitted quarterly and shall include the supporting documentation for all costs of the project or services, as well as compliance with the deliverables. The final invoice shall be submitted per the schedule provided. An explanation of any circumstances prohibiting the submittal of quarterly invoices shall be submitted to the Sheriff's Office Grants Manager as part of the Subrecipient's quarterly reporting as referenced in Paragraph 7 of this Agreement.
- b. If the necessary funds are not available to fund this Agreement as a result of action by the United States Congress, the federal Office of Management and Budget, the State Chief Financial Officer or under subparagraph (9)b of this Agreement, all obligations on the part of the Sheriff's Office to make any further payment of funds shall terminate, and the Subrecipient shall submit its closeout report within thirty days of receiving notice from the Sheriff's Office.
- c. Except as otherwise provided herein or when deemed necessary by the Grant Manager, payments shall be made to Grantee not more frequently than once every thirty (30) calendar days in arrears for actual costs authorized in the Application with revisions, if any, and any amendments of this Agreement and incurred during the Agreement term.
- d. Final payment will be made only after completion of work and activities identified in the Scope of Work/Deliverable (Attachment B) and the Application with revisions, if any, and any amendments, including receipt of the Final Report.
- e. Any change to the Budget must be approved by the Captain of ACSO Office of Emergency Services and the Grant Manager before expenditure for that item is made. Under no circumstances shall the grantee seek reimbursement, pursuant to this Agreement, for a cost or activity that has been or will be paid through another funding source.
- f. All invoices under this Agreement are to be remitted to:

Alameda County Sheriff's Office  
Attn: Liza Alvarez, Supervising Financial Services Specialist  
4985 Broder Blvd.  
Dublin, CA 94668

## **22) REPAYMENTS**

- a. All refunds or repayments due to the Sheriff's Office under this Agreement are to be made payable to the order of "Alameda County Sheriff's Office", and mailed directly to the address in 21 f.
- b. If a check or other draft is returned to the Sheriff's Office for collection, Subrecipient shall pay the Sheriff's Office a service fee of \$29.00 or 5% of the face amount of the returned check or draft, whichever is greater.

## **23) MANDATED CONDITIONS**

- a. The validity of this Agreement is subject to the truth and accuracy of all the information, representations, and materials submitted or provided by the Subrecipient in this Agreement, in any later submission or response to a Sheriff's Office request or in any submission or response to fulfill the requirements of this Agreement. All of said information, representations and materials are incorporated by reference. The inaccuracy of the submissions or any material changes shall, at the option of the Sheriff's Office and with thirty (30) days written notice to the Subrecipient, cause the termination of this Agreement and the release of the Sheriff's Office from all its obligations to the Subrecipient.
- b. The Subrecipient agrees to comply with the Americans With Disabilities Act (Public Law 101-336, 42 U.S.C. Section 12101), which prohibits discrimination by public and private entities on the basis of disability in employment, public accommodations, transportation, state and local government services, and telecommunications.

- c. Those who have been placed on the convicted vendor list following a conviction for a public entity crime or on the discriminatory vendor list may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with a public entity, and may not transact business with any public entity in excess of \$25,000.00 for a period of 36 months from the date of being placed on the convicted vendor list or on the discriminatory vendor list.
- d. Any Subrecipient which is not a local government or state agency, and which receives funds under this Agreement from the federal government, certifies, to the best of its knowledge and belief, that it and its principals:
  - i. Are not presently debarred, suspended, proposed for debarment, declared Ineligible, or voluntarily excluded from covered transactions by a federal department or agency;
  - ii. Have not, within a five-year period preceding this proposal been convicted of or had a civil judgment rendered against them for fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state or local) transaction or contract under 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;
  - iii. Are not presently indicted or otherwise criminally or civilly charged by a governmental entity (federal, state or local) with commission of any offenses enumerated in paragraph 19(g)2. of this certification; and,
  - iv. Have not within a five-year period preceding this Agreement had one or more public transactions (federal, state or local) terminated for cause or default.
- e. If the Subrecipient is unable to certify to any of the statements in this certification, then the Subrecipient shall attach an explanation to this Agreement.
- f. In addition, the Subrecipient shall send to the Sheriff's Office (by email or by facsimile transmission) the completed attachment titled: "Certification Regarding Debarment, Suspension, Ineligibility And Voluntary Exclusion" for each intended subcontractor which the Sub- Recipient plans to fund under this Agreement. The form must be received by the Sheriff's Office before the Subrecipient enters into a contract with any subcontractor.
- g. The Sheriff's Office reserves the right to unilaterally cancel this Agreement if the Sub- Recipient refuses to allow public access to all documents, papers, letters or other materials which the Subrecipient created or received under this Agreement.

#### **24) LEGAL AUTHORIZATION**

The Subrecipient certifies that it has the legal authority to receive the funds under this Agreement, and that its governing body has authorized the execution and acceptance of this Agreement. The Subrecipient also certifies that the undersigned person has the authority to legally execute and bind Subrecipient to the terms of this Agreement.

#### **25) ASSURANCES**

The Subrecipient shall comply with any Statement of Assurances incorporated as attachment titled: Statement of Assurances.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement.

**SUBRECIPIENT: CITY OF EMERYVILLE**


By: \_\_\_\_\_  
(Signature)

Name and Title: LaTanya Bellow, City Manager  
\_\_\_\_\_  
(Print)

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

FED ID#: 94-6000326  
\_\_\_\_\_

APPROVED AS TO FORM:

Signed by:  
  
5F6E58613741458...  
Acting City Attorney

**ALAMEDA COUNTY SHERIFF'S OFFICE**

By: \_\_\_\_\_  
(Signature)

Name and Title: Yesenia Sanchez, Sheriff  
\_\_\_\_\_

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

FED ID#: 94-6000501  
\_\_\_\_\_

**EXHIBIT-1**  
**Statement of Assurances.**

**FY 2024 Standard Assurances for Cal OES Federal Non-Disaster Preparedness 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.

**The requirements outlined in these assurances apply to Applicant and any of its subrecipients.**

**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) Federal Preparedness Grants Manual;
- (d) California Supplement to the NOFO; and
- (e) 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.) and adopted by the Department of Homeland Security (DHS) at 2 C.F.R. Part 3002.10. Updates are issued by the [Office of Management and Budget \(OMB\)](#) and can be found at <http://www.whitehouse.gov/omb/>.

In the event Cal OES determines that changes are necessary to the subaward after a subaward has been made, including changes to period of performance or terms and conditions, Applicants will be notified of the changes in writing. Once notification has been made, any subsequent request for funds will indicate Applicant acceptance of the changes to the subaward.

**State and federal grant award requirements are set forth below. The Applicant hereby agrees to comply with the following:**

**1. Proof of Authority**

The Applicant will obtain proof of authority 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;

- (d) The Applicant is authorized by the city council, governing board, or authorized body to apply for federal assistance, and the institutional, managerial and financial capability (including funds sufficient to pay the non-federal share of project cost, if any) to ensure proper planning, management and completion of the project described in this application; and
- (e) The official executing this agreement is authorized by the Applicant. This Proof of Authority must be maintained on file and readily available upon request.

## **2. Period of Performance**

The period of performance is specified in the Award. The Applicant is only authorized to perform allowable activities approved under the award, within the period of performance.

## **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 Applicant 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. § 200.214 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 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 (4)(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 state and federal statutes relating to non-discrimination, including:

- (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 (42 U.S.C. § 12101 et seq.), which prohibits discrimination on the basis of disability and requires buildings and structures be accessible to those with disabilities and access and functional needs;
- (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 the Applicant must comply with equal treatment policies and requirements contained in 6 C.F.R. Part 19;
- (l) The California's Fair Employment and Housing Act (FEHA) (California Government Code §§12940-12957), as applicable. 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, 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; (m) Any other nondiscrimination provisions in the specific statute(s) under which application for federal assistance is being made; and (n) The requirements of any other nondiscrimination statute(s) that may apply to this application.

**Civil Rights Policies for Program Beneficiaries and Subrecipients** of DHS funding, pertaining to the following are available on the Cal OES website:

- Non-discrimination in Programs & Services
- Reasonable Accommodation for Program Beneficiaries
- Language Access Policy

## 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, including:

- (a) The 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) The Federal Clean Water Act (CWA) (33 U.S.C. § 1251 et seq.), which establishes the basic structure for regulating discharges of pollutants into the waters of the United States and regulating quality standards for surface waters;
- (d) The 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.); and
- (m) 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.

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 section 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 \$1,000,000 or more in federal grant funds annually, the Applicant will perform the required financial and compliance audits in accordance with the Single Audit Act Amendments of 1996 and C.F.R., Part 200, Subpart F Audit Requirements.

#### **9. Cooperation and Access to Records**

The Applicant must cooperate with any compliance reviews or investigations conducted by DHS. In accordance with 2 C.F.R. § 200.337, 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 the Applicant's 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 provides that Applicant shall not 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), including but not limited to (a) the reporting of subawards obligating \$30,000 or more in federal funds, and (b) executive compensation data for first-tier subawards as set forth in 2 C.F.R. Part 170, Appendix A. The Applicant also agrees to comply with the requirements set forth in the government-wide financial assistance award term regarding the System for Award Management and Universal Identifier Requirements located at 2 C.F.R. Part 25, Appendix A.

#### **13. Whistleblower Protections**

The Applicant 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 the Applicant or its subrecipients 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 seq.) as they apply to employees of institutes of higher learning (IHE), hospitals and other nonprofit 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 federal award 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**

The Applicant is 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 §7920.000 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.

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

The Applicant must acknowledge its 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.

**22. Activities Conducted Abroad**

The Applicant must coordinate with appropriate government authorities when performing project activities outside the United States and obtain all appropriate licenses, permits, or approvals.

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

DHS defines 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. If the Applicant collects PII, the Applicant is required to have a publicly-available privacy policy that describes standards on the usage and maintenance of the PII they collect. The Applicant may refer to the DHS Privacy Impact Assessments: Privacy Guidance and Privacy Template as a useful resource.

**24. Copyright**

Recipients must affix the applicable copyright notices of 17 U.S.C. §§ 401 or 402 to any work first produced under federal awards and also include an acknowledgement that the work was produced under a federal award (including the federal award number and federal awarding agency). As detailed in 2 C.F.R. § 200.315, a federal awarding agency reserves a royalty-free, nonexclusive, and irrevocable right to reproduce, publish, or otherwise use the work for federal purposes and to authorize others to do so.

**25. Duplicative Costs**

Applicants are prohibited from charging any cost to this federal award that will be included as a cost or used to meet cost sharing or matching requirements of any other federal award in either the current or a prior budget period. (See 2 C.F.R. § 200.403(f)). However, recipients may shift costs that are allowable under two or more federal awards where otherwise permitted by federal statutes, regulations, or the federal financial assistance award terms and conditions.

**26. Energy Policy and Conservation Act**

The Applicant 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.

**27. Federal Debt Status**

The Applicant is required to be non-delinquent in its 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.

**28. Fly America Act of 1974**

The Applicant must comply with Preference for United States Flag Air Carriers: (a list of certified air carriers can be found at: [Certificated Air Carriers List](#) | US Department of Transportation,

<https://www.transportation.gov/policy/aviationpolicy/certificated-air-carriers-list>) 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.

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

In accordance with Section 6 of the Hotel and Motel Fire Safety Act of 1990, the Applicant 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.

**30. Non-supplanting Requirement** If the Applicant receives federal financial assistance awards made under programs that prohibit supplanting by law, the Applicant must ensure that federal funds do not replace (supplant) funds that have been budgeted for the same purpose through non- federal sources.

**31. Patents and Intellectual Property Rights**

Recipients are subject to the Bayh-Dole Act, 35 U.S.C. § 200 et seq. and applicable regulations governing inventions and patents, including the regulations issued by the Department of Commerce at 37 C.F.R. Part 401 (Rights to Inventions Made by Nonprofit Organizations and Small Business Firms under Government Awards, Contracts, and Cooperative Agreements) and the standard patent rights clause set forth at 37 C.F.R. § 401.14.

**32. SAFECOM**

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

**33. Terrorist Financing**

The Applicant must comply with Executive Order 13224 and United States law that prohibit transactions with, and the provisions of resources and support to, individuals and organizations associated with terrorism. The Applicant is legally responsible for ensuring compliance with the Order and laws.

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

If the total value of the Applicant'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, the Applicant 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.

**35. USA Patriot Act of 2001**

The Applicant 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.

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

The Applicant must obtain written permission from DHS prior to using the DHS seals, logos, crests, or reproductions of flags, or likenesses of DHS agency officials. This includes use of DHS component (e.g., FEMA, CISA, etc.) seals, logos, crests, or reproductions of flags, or likenesses of component officials.

### **37. Performance Goals (HSGP and NSGP)**

In addition to the Biannual Strategy Implementation Report submission requirements outlined in the Preparedness Grants Manual, the Applicant must demonstrate how the grant-funded project addresses the core capability gap associated with each project. The capability gap reduction must be addressed in the Project Description of the BSIR for each project.

### **38. Applicability of DHS Standard Terms and Conditions to Tribes**

The DHS Standard Terms and Conditions are a restatement of general requirements imposed upon the Applicant and flow down to any of its subrecipients as a matter of law, regulation, or executive order. If the requirement does not apply to Indian tribes or there is a federal law or regulation exempting its application to Indian tribes, then the acceptance by Tribes of, or acquiescence to, DHS Standard Terms and Conditions does not change or alter its inapplicability to an Indian tribe. The execution of grant documents is not intended to change, alter, amend, or impose additional liability or responsibility upon the Tribe where it does not already exist.

### **39. Required Use of American Iron, Steel, Manufactured Products, and Construction Materials**

The Applicant must comply with the “Build America, Buy America” Act (BABAA), enacted as part of the Infrastructure Investment and Jobs Act and Executive Order 14005. Applicants receiving a federal award subject to BABAA requirements may not use federal financial assistance funds for infrastructure projects unless:

- (a) All iron and steel used in the project are produced in the United States – this means all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States;
- (b) All manufactured products used in the project are produced in the United States – this means the manufactured product was manufactured in the United States; and the cost of the components of the manufactured product that are mined, produced, or manufactured in the United States is greater than 55 percent of the total cost of all components of the manufactured product, unless another standard for determining the minimum amount of domestic content of the manufactured product has been established under applicable law or regulation; and
- (c) All construction materials are manufactured in the United States – this means that all manufacturing processes for the construction material occurred in the United States. The “Buy America” preference only applies to articles, materials, and supplies that are consumed in, incorporated into, or affixed to an infrastructure project. It does not apply to tools, equipment, and supplies, such as temporary scaffolding, brought to the construction site and removed at or before the completion of the infrastructure project. Nor does a Buy America preference apply to equipment and furnishings, such as movable chairs, desks, and portable computer equipment, that are used at or within the finished infrastructure project but are not an integral part of the structure or permanently affixed to the infrastructure project. Per section 70914(c) of BABAA, FEMA may waive the application of a Buy America preference under an infrastructure program in certain cases.

- 40. E.O. 14074 – Advancing Effective, Accountable Policing and Criminal Justice Practices to Enhance Public Trust and Public Safety Recipient State, Tribal, local, or territorial law enforcement agencies must comply with the requirements of section 12(c) of E.O. 14074. Recipient State, Tribal, local, or territorial law enforcement

agencies are also encouraged to adopt and enforce policies consistent with E.O. 14074 to support safe and effective policing.

**IMPORTANT**

The purpose of these assurances is to obtain federal and state financial assistance, including any and all federal and state grants, loans, reimbursement, contracts, etc. Applicant recognizes and agrees that state financial assistance will be extended based on the representations made in these assurances. These assurances are binding on Applicant, its successors, transferees, assignees, etc. as well as any of its subrecipients. 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 Applicant may be ineligible for award of any future grants if Cal OES determines that the Applicant: (1) 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. Applicants are bound by the DHS Standard Terms and Conditions 2024, Version 2, hereby incorporated by reference, which can be found at: <https://www.dhs.gov/publication/fy15-dhs-standard-terms-and-conditions>.

**Attachment A**

**Program Budget**

<b><u>Description and Use of Funds</u></b>	<b><u>Amount</u></b>
4-6 fixed mounted Automated License Plate Reader (ALPR) fixed Camera System with a 2-year lease.	\$21,120.00
<b>Total Project Allocation:</b>	<b>\$21,120.00</b>

**Attachment B**

**Scope of Work / Deliverables**



The Emeryville Police Department (EPD) through the SHSGP FY24 grant program will purchase 4-6 fixed mounted automated license plate reader (ALPR) camera systems, with a 2-year lease. EPD know that when used and deployed effectively, fixed ALPR cameras can have a significant impact on crime prevention & reduction, investigative data for solving crimes, and regional benefits to other agencies. ALPR systems can help officers in increasing community safety by identifying and tracking wanted vehicles, particularly those vehicles involved in domestic terrorism. These systems benefit the local, regional, and State communities and officers by reducing dangerous behavior in our communities.

The purchase of these items will help EPD prevent and respond to criminal activity. The nexus to increased safety from the prevention aspect is to respond to complaints and conduct enforcement of vehicles (driver's) using vehicles to commit additional crimes.

Law enforcement use of ALPR systems has proven to increase community safety as well as officer safety. Additionally, ALPR systems increase law enforcement's ability to identify and respond to criminal actions that have a nexus to terrorism. A fixed ALPR system can also assist officers in other jurisdictions, operational areas, and regions by having intelligence data.

ALPR systems also have a positive impact during large events such as civil unrest, organized looting activities, and other organized criminal activities. Fixed, portable, and/or vehicle-mounted mobile systems, consisting of imaging technology and optical character recognition software capable of determining the information on license plates, is the future of law enforcement crime fighting.

This equipment will have the ability to make our communities in this Operational Area safer by both deterring crime and / or responding to violent criminal activity in progress. This project will be fund from the SHSGP FY24 for 4-6 fixed ALPR cameras, for a 2-year contract. The city is optimistic funding beyond the initial 2-year commitment will be available so the cameras will remain in place long after the initial 2-year investment.

**High Risk Subrecipients:** If a Subrecipient is designated "high risk" by a federal grant-making agency, currently or at any time during the course of the period of performance under this award, the Subrecipient must disclose that fact and certain related information to the Sheriff's Office. For purposes of this disclosure, high risk includes any status under which a federal awarding agency provides additional oversight due to the Subrecipient's past performance or other programmatic or financial concerns with the Subrecipient. The Subrecipient's disclosure must include the following: 1. The federal awarding agency that currently designates the Subrecipient high risk, 2. The date the Subrecipient was designated high risk, 3. The high-risk point of contact at that federal awarding agency (name, phone number, and email address), and 4. The reasons for the high-risk status, as set out by the federal awarding agency.

**Imposition of Additional Requirements:** The Subrecipient agrees to comply with any additional requirements that may be imposed by the Sheriff's Office during the period of performance for this award, if the Subrecipient is designated as "high risk" for purposes of the federal high-risk grantee list.

**Procurement:** All Procurement transactions will be conducted in a manner providing full and open competition and shall comply with the standards articulated in:

- 2 C.F.R. Part 200; and
- Any local procurement policy

**Procurement Procedures** - Subrecipients must have written procedures for procurement transactions.

### Attachment C

## Reports

Subrecipient shall provide the Sheriff's Office with a quarterly financial report and a final close-out report.

Reporting Forms are located in attachment titled: Reporting Forms

- A. Quarterly financial reports are due to the Sheriff's Office per the schedule outlined below for the program year and shall continue to be submitted each quarter until submission of the final close-out report. The ending dates for each quarter of this program year are September 15, December 15, March 15 and June 15.

**The Subrecipient shall provide the Sheriff's Office with full support documentation for the quarterly financial reports. To eliminate large files and mailings, the Sheriff's Office will accept back up documentation electronically if desired by the Subrecipient.**

(Backup Documentation should reflect the amount requested on the Expenses Detail of Claims form.)

- **Organizational Activities:** Includes salaries and expenses (depending upon eligibility). Supply copies of timesheets (if applicable) documenting hours worked and proof employee was paid (i.e., earning statements/payroll registries). Expense items need to have copies of invoices/receipts and canceled checks or general ledger for proof of payment. All documentation for reimbursement MUST include exact amounts and MUST be clearly visible and defined (i.e., highlighted, underlined, circled &/or individually identified on a spreadsheet).
- **Planning Costs:** Provide copies of contracts, MOUs or agreements with consultants or sub- contractors providing services. Copies of invoices/receipts and canceled checks or general ledger for proof of payment. May also request copies of planning materials and work products (i.e., meeting documents, copies of completed plans (if submission of plans is for the Sheriff's Office, then only need to provide date of submission and who submitted plan/product to). etc.). Any costs for planning activities provided by in-house staff MUST be reported under "Organizational Activities".
- **Training Costs:** Provide copies of contracts, MOUs or agreements with consultants or sub- contractors providing services. Copies of invoices/receipts and canceled checks or general ledger for proof of payment and a copy of the agenda and sign in rosters (if using pre-populated sign in sheets they must be certified by the appropriate Program Manager verifying attendance). May also request any training materials provided.
- **Exercise Costs:** Provide copies of contracts, MOUs or agreements with consultants or sub- contractors providing services. Copies of invoices/receipts and canceled checks or general ledger for proof of payment and a copy of the agenda and sign in rosters (if using pre-populated sign in sheets they must be certified by the appropriate Program Manager verifying attendance). May also request any training materials provided.
- **Equipment Acquisition Costs:** Provide copies of invoices/receipts and canceled checks or general ledger for proof of payment. AEL# for each purchase (if applicable) must be provided.
- For travel and conferences related to grant specific activities, copies of all receipts must be submitted (i.e., airfare, proof of mileage, toll receipts, hotel receipts, car rental receipts, etc.) Receipts must be itemized and match the dates of travel/conference. For a conference, a copy of the agenda must be provided. Proof of payment is also required for all travel and conferences. The Subrecipient must provide documentation that the costs are reasonable and do not exceed charges normally allowed by the Subrecipient in its regular operations as a result of the Subrecipient's written travel policy; and participation of the individual in the travel is necessary to the award.
- If cancelled checks are NOT available, copies of the general ledger shall be provided.

- B. The SHGP Progress Report is due each quarter. This form identifies grant funded employee(s), the required training completed (or working towards completion), and the required amount of exercises during the agreement period.
- C. Proposed Match Plan (Form 3) is due with the signed agreement and will be used to compare with the match portion of the Subrecipient's close out report. If the Subrecipient's proposed match plan changes an update should be provided. Funds provided under this Agreement shall be matched by the Sub-Recipient either by Cash Match or In-Kind Match. In the space provided on the form, provide a narrative description on how the Subrecipient plans to meet the match requirement.
- D. The final Close Out report is due per the progress report schedule.

**Attachment D**

## REPORTING FORMS

**Forms-** The subrecipient shall submit the SHSGP Reporting form based on the reporting schedule in Attachment C. This performance report is due regardless of grant activity. Failure to submit this form is a violation of the Subrecipient Agreement.

The Subrecipient shall submit the Reimbursement Request pursuant to Section 8 of the subtitle funding in the agreement on letterhead signed by an authorized official.

**Documentation** - Charges for salaries, wages, and fringe benefits must be supported by a system of internal controls providing reasonable assurance that charges are accurate, allowable and properly allocated. Documentation supporting charges must be incorporated into the official records of the organization.

Charges made to the Personnel Budget Category must reasonably reflect the total time and activity for which the employee is compensated by the organization and cover both grants funded and all other activities. The records may include the use of subsidiary records as defined in the organization's written policies. Where grant Subrecipients work on multiple grant programs or cost activities, documentation must support a reasonable allocation or distribution of costs among specific activities or cost objectives.

Any activities requiring pre-approval such as an Environmental Planning and Historic Preservation (EHP) for installations, Training Requests, Sole Source Requests, Purchases of Watercraft, Aviation or Controlled Equipment, shall not incur costs until you receive written approval for those activities from Cal OES. This subaward is subject to all provisions of Code of Federal Regulation: 2 (CFR) Part 200, Subpart F - Audit Requirements. (Alameda County Subrecipient Audits are done every two years).

Sub-recipients are required to keep an inventory of all equipment purchased with Homeland Security Grant funds at a cost of \$5,000 or more per unit. Please refer to the Code of Federal Regulations: 2CFR 200.313. The following equipment inventory control guidelines are being disseminated to assist in your record keeping and to prepare for future audits.

- The sub-recipient must ensure all equipment is maintained in good working order and is ready for deployment locally or within the region.
- The sub-recipient is required to maintain an equipment inventory control ledger for each piece of equipment acquired. The ledger shall include:
  1. A description and photo of the item
  2. The manufacturer's model/serial number and your ID tag or tracking number
  3. Location/physical address and condition of equipment
  4. Source (identify which grant paid for the item) and date of the acquisition.
  5. The cost of the item
- Any equipment purchased with grant funding for \$5000 or more per unit, must be prominently marked as follows: "Purchased with funds provided by the U.S. Department of Homeland Security" and include the grant award number. Decals may be obtained from ACSO Office of Emergency Services.

**Contractual Services** - The Subrecipient must maintain written standards of conduct covering conflicts of interest and governing the actions of its employees engaged in the selection, award and administration of contracts as described in 2 C.F.R. § 200.318, General procurement.

# SHSGP Performance Report FY 24 Projects

**ACSO Grants Unit Use ONLY**
*(Due March 15th, June 15th, September 15th, December 15th)*

1. Recipient Organization (Name and complete address including zip code)		2. Recipient Identifying Number or ACSO Unit	
3. Project Grant Period		4. Reporting Period End Date	5. Final report ? <input type="checkbox"/> Yes
Start Date (Month, Day, Year)	End Date (Month, Day, Year)	(Month, Day, Year)	<input type="checkbox"/> No
6. Performance Narrative (briefly explain grant activities during the reporting period)			
7. Are you on track to fiscally complete all grant activities per the proposed deadline?			
If you checked no, briefly explain			<input type="checkbox"/> Yes
			<input type="checkbox"/> No
8. Do you understand that failure to meet proposed timelines could result in a reallocation of your funding?			
If you checked no, briefly explain			<input type="checkbox"/> Yes
			<input type="checkbox"/> No
9. Do you require technical assistance at this time?			
			<input type="checkbox"/> Yes
			<input type="checkbox"/> No
10. Certification: I certify to the best of my knowledge and belief that this report is correct and complete for performance activities for the purposes set forth in the award documents.			
10. Printed Name of and Title of Authorized Certifying Official			
11. Signature of Certifying Official		Phone:	
		Email:	
		Date:	

ACSO/Grants

KEM

2/21/2025

**YOUR AGENCY LETTERHEAD]**

**REIMBURSEMENT REQUEST**

**[DATE]**

Alameda County Sheriff's Office  
Grants unit  
4985 Broder Blvd.  
Dublin, CA 94568

Re: SHSGP **[Enter Year]** Reimbursement Request

Pursuant to Section 8 of the Subrecipient Agreement "Funding", between the Alameda County Sheriff's Office and the **[Your Agency Name]** for the distribution of FY **[Enter Year]** CAL OES, FEMA State Homeland Security Program (SHSGP) (the "Agreement") the **[Your Agency Name]** hereby requests reimbursement as follows:

Total Amount of Reimbursement Requested in this  
Period: \$

Maximum Amount of SHSGP Local Grant Allocation  
\$

Total of All Funds Disbursed Prior to this Period:  
\$

The **[Your Agency Name]** certifies that:

(a) The total amount of funds requested pursuant to this Funding Request will be used to reimburse the **[Your Agency Name]** for Authorized Expenditures, which expenditures are set forth on the attached Summary Statement of Expenditures, to which is attached true and correct copies of all required documentation of such expenditures.

(b) After giving effect to the disbursement requested pursuant to this Reimbursement Request, the Funds disbursed as of the date of this disbursement will not exceed the maximum amount set forth in SHSGP Grant Allocation

(c) The representations and warranties made in the Agreement are true and correct in all material respects as if made on the date hereof;

(d) No Event of Default has occurred and is continuing; and

(e) The undersigned is an officer of the [Your Agency Name] authorized to execute this Reimbursement Request on behalf of the [Your Agency Name].

By signing this report, I certify to the best of my knowledge and belief that the report is true, complete, and accurate, and the expenditures, disbursements and cash receipts are for the purposes and objectives set forth in the terms and conditions of the award. I am aware that any false, fictitious, or fraudulent information, or the omission of any material fact, may subject me to criminal, civil or administrative penalties for fraud, false statements, false claims or otherwise. (U.S. Code Title 18, Section 1001 and Title 31, Sections 3729-3730 and 3801-3812)."

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

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

Title/Agency: [Job Title] – [Your Agency Name] \_\_\_\_\_ Date: \_\_\_\_\_

**Attachment E**

**Certification Regarding  
Debarment, Suspension and Ineligibility  
and Voluntary Exclusion**

**Subcontractor Covered Transactions**

- (1) The prospective subcontractor of the Subrecipient, \_\_\_\_\_ certifies, by submission of this document, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation in this transaction by any department or agency.
- (2) Where the Subrecipient's subcontractor is unable to certify to the above statement, the prospective subcontractor shall attach an explanation to this form.

**SUBCONTRACTOR:**

\_\_\_\_\_

By:	_____	_____
	(Signature)	(Subrecipient's Name)
	_____	_____
	(Name and Title)	(DEM Contract Number)
	_____	_____
	(Street Address)	(Project Number)
	_____	
	(City, State, Zip)	
	_____	
	(Date)	