



RESOLUTION No. 25-072

OF THE BOARD OF SUPERVISORS OF THE COUNTY OF NEVADA

RESOLUTION APPROVING THE DEPARTMENT OF HOMELAND SECURITY SUBAWARDEE GRANT AGREEMENT FOR THE HOMELAND SECURITY GRANT PROGRAM AUTHORIZING THE DIRECTOR OF EMERGENCY SERVICES TO EXECUTE THE SUBAWARDEE GRANT AGREEMENT AND ALL ADDITIONAL DOCUMENTS REQUIRED TO FULFILL THE REQUIREMENTS OF THE SUBAWARDEE GRANT AGREEMENT ON THE BEHALF OF THE COUNTY OF NEVADA

WHEREAS, the Department of Homeland Security is funding a grant through the California Governor's Office of Emergency Services to prevent, protect against, mitigate, respond to, and recover from acts of terrorism and other catastrophic events; and

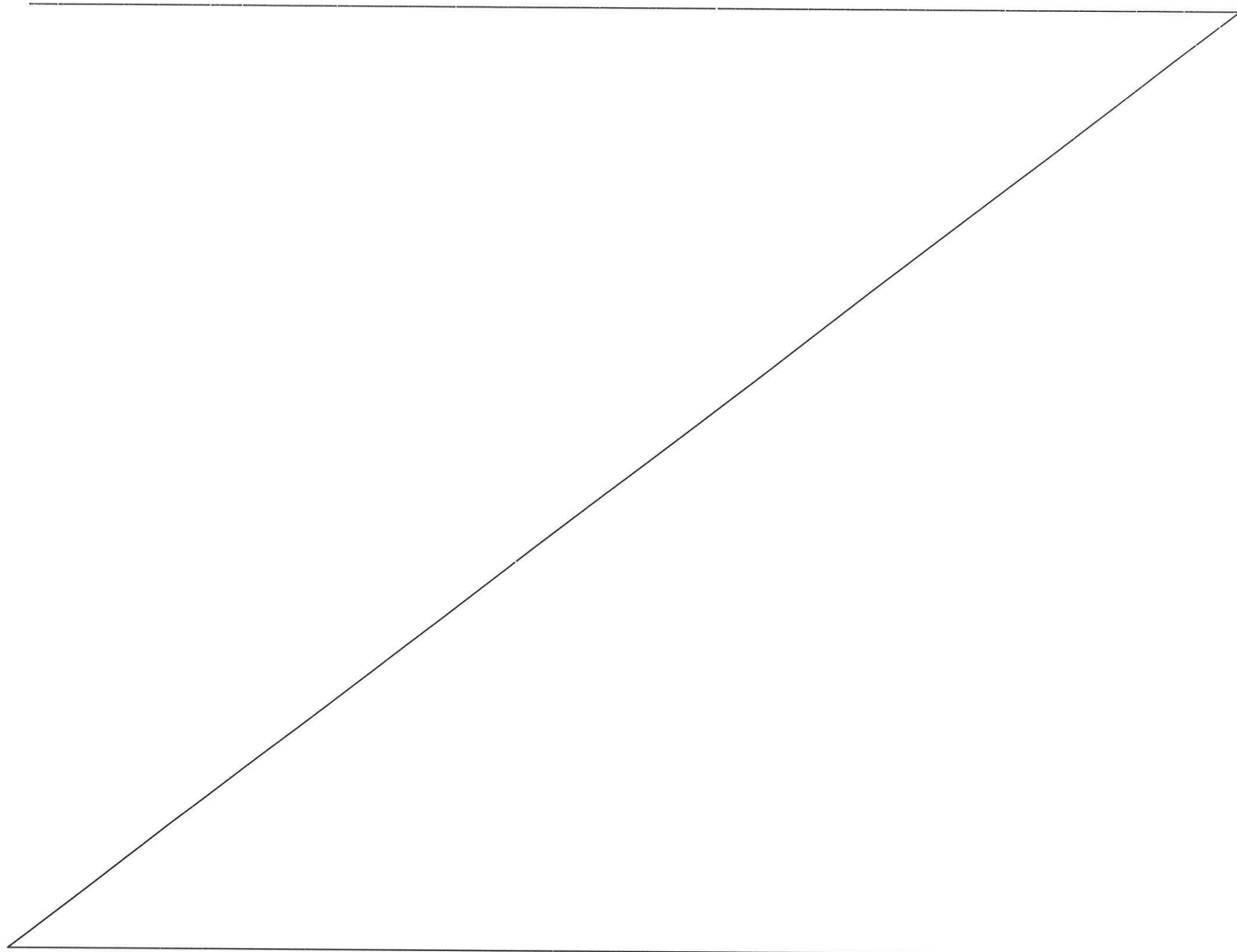
WHEREAS, the Office of Emergency Services has applied for and received grant awards from the Homeland Security Grant Program (HSGP) each fiscal year; and

WHEREAS, Nevada County has been designated as the pass-through agent for the local administration of the HSGP; and

WHEREAS, the Department of Homeland Security has provided a Subawardee Grant Agreement for use between Nevada County and subawardees; and

WHEREAS the purpose of the agreement is to memorialize subawardees' legal obligations with respect to its use of the grant funds and its compliance with the terms and conditions of the HSGP.

NOW, THEREFORE, BE IT RESOLVED, the Board of Supervisors of the County of Nevada, State of California, hereby approves the Department of Homeland Security Subawardee Grant Agreement for the Homeland Security Grant Program authorizing the Director of Emergency Services to execute the Subawardee Grant Agreement and all additional documents required to fulfill the requirements of the Subawardee Grant Agreement on the behalf of the County of Nevada.



PASSED AND ADOPTED by the Board of Supervisors of the County of Nevada at a regular meeting of said Board, held on the 25th day of February 2025, by the following vote of said Board:

- Ayes: Supervisors Heidi Hall, Robb Tucker, Lisa Swarthout, Susan Hoek, and Hardy Bullock.
- Noes: None.
- Absent: None.
- Abstain: None.
- Recuse: None.

ATTEST:

TINE MATHIASSEN
Chief Deputy Clerk of the Board of Supervisors

By: 


Heidi Hall, Chair

**DEPARTMENT OF HOMELAND SECURITY
SUBAWARDEE GRANT AGREEMENT**

CONTRACT NO: XXXX
DEPARTMENT: Office of Emergency Services
SUBAWARDEE: Agency Name
SUBAWARDEE UEI #: XXXX Input Unique Entity Identifier (UEI) of SUBAWARDEE

GRANT INFORMATION:

Fiscal Year (FY) 20XX Homeland Security Grant Program (HSGP) Subaward #20XX-00XX Subaward Period: 09/01/20XX – 05/31/20XX
Federal Grantor Agency – US Department of Homeland Security CFDA #97.067
Pass-through State Agency – California Office of Emergency Services
FIPS #061-00000, Subaward #20XX-00XX

This Agreement is entered into as of the date last signed below (“Effective Date”) between the County of Nevada, a political subdivision of the State of California (hereinafter “County”) and _____, hereinafter “SUBAWARDEE”, collectively “Parties”).

WHEREAS, County has been designated as the pass-through agent for the local administration of the State Homeland Security Grant Program (“SHSGP”) which consists of federally awarded funds from the Federal Emergency Management Agency (“FEMA”) through the California Governor’s Office of Emergency Services (“CalOES”); and

WHEREAS, SUBAWARDEE submitted an application to County for an award of a portion of the SHSGP that has been awarded to County; and

WHEREAS, County has approved SUBAWARDEE’s application for such grant funds conditioned on SUBAWARDEE’s approval and execution of this Agreement; and

WHEREAS, the purpose of this Agreement is to memorialize SUBAWARDEE’s legal obligations with respect to its use of the grant funds and its compliance with the terms and conditions of the SHSGP; and

WHEREAS, pursuant to Nevada County Board of Supervisors Resolution No. XX - XXX (current HSGP GBR) dated Month Day, 20XX, which is attached hereto and incorporated herein as Exhibit C, the Director of the Nevada County Office of Emergency Services (“NevadaCountyOES”) has been authorized to execute this Agreement on behalf of County; and

WHEREAS, County and SUBAWARDEE desire to enter into this Agreement on the terms and conditions set forth herein.

NOW, THEREFORE, in consideration of the mutual promises hereinafter set forth, County and SUBAWARDEE agree as follows:

1. GRANT FUNDS & GRANT ACTIVITIES. SUBAWARDEE will utilize 20XX SHSGP grant funds (“Grant Funds”) only in the amount, type, and manner described in Exhibit A (“Scope of Grant Activities”). SUBAWARDEE will complete the tasks and/or activities in Exhibit A (“Grant Activities”) within the term of this Agreement.

Nevada County Office of Emergency
Services DHS Agreement with
SUBAWARDEE NAME

2. TERM OF AGREEMENT. This Agreement commences on the last date of execution of this Agreement and shall terminate on May 31, 20XX.

3. SHSGP OBLIGATIONS.

- A. Federal and State Requirements. The state and federal grant award requirements are provided in Exhibit B ("CalOES Standard Assurances"). SUBAWARDEE shall abide by all requirements therein, including:
- i. The Department of Homeland Security Standard Terms and Conditions referenced therein.
 - ii. The requirement to provide proof in the form of a duly adopted resolution of the SUBAWARDEE's governing body supporting the application and the proposed Grant Activities and identifying the individual who is authorized to execute this Agreement, which shall be provided as Exhibit D to this Agreement.
 - iii. The requirement to adhere to government cost principles, uniform administrative requirements, and audit requirements provided in 2 CFR 200, as they may be updated from time to time by the federal Office of Management and Budget.
 - iv. The requirement to adhere to all applicable federal regulations; the FEMA Notice of Funding Opportunity ("NOFO"); the FEMA Preparedness Grants Manual; the California Supplement to the NOFO; and federal and state grant program guidelines.
 - v. The audit and access to records provisions, which require SUBAWARDEE to provide County, the Comptroller General of the United States, and, if appropriate, the state, with access to all records related to the Grant Funds.
- B. Procurement. SUBAWARDEE's systems for acquiring goods and services under this Agreement shall comply with applicable federal regulations. All contracts awarded by SUBAWARDEE related to this Agreement, including but not limited to those in amounts less than the simplified acquisition threshold, shall contain the provisions set forth in 2 CFR 200, as applicable.
- C. Use of Grant Funds for Fee or Profit Prohibited. The use of Grant Funds for the payment of any fee or profit under a sub-award, as defined in 2 CFR 200 subpart A–E, is not allowable. The term sub-award does not include the SUBAWARDEE's procurement of goods and services needed to carry out Grant Activities.
- D. Post-Award Requirements. SUBAWARDEE shall meet all closeout and continuing responsibilities, such as equipment tracking, maintenance, monitoring, auditing, and records retention pursuant to the requirements in Exhibit B. SUBAWARDEE expressly agrees that use of the funds award is subject to single audit requirements pursuant to 2 CFR Part 200, Subpart F –Audit Requirements, Section 200.500.
- E. Notification of Adverse Developments. The SUBAWARDEE shall notify County in writing of any developments that have a significant adverse impact on Grant Activities, as soon as reasonably practicable. This notification shall include a statement of the adverse issues,

impact expected, action taken or contemplated, and any assistance needed to resolve the situation.

- F. Pre-award Costs. SUBAWARDEE may not incur pre-award costs prior to the effective date of this Agreement as determined by CalOES. If SUBAWARDEE chooses to incur pre-award costs, it is at SUBAWARDEE's sole risk and shall not impose any obligation on County.
- G. Ownership of Work Product. All technical data, evaluations, plans, specifications, reports, documents, or other work products developed by SUBAWARDEE hereunder shall be the property of the federal government, state, and County and shall be delivered to County by SUBAWARDEE upon completion of the Grant Activities. SUBAWARDEE may retain copies thereof for its files and internal use. Publication of the information directly derived from work performed or data obtained in connection with services rendered under this Agreement must first be approved in writing by County and state as applicable.
- H. Property. Title to all nonexpendable and expendable tangible personal property purchased by the SUBAWARDEE with Grant Funds shall be deemed to have vested in the SUBAWARDEE upon purchase, in accordance with the provisions of 2 CFR 200, without further obligation. Title to any federally owned property remains vested in the federal government. No real property may be acquired with Grant Funds.
- I. Reports. SUBAWARDEE shall submit the following reports and/or information electronically to County:
 - i. *Quarterly Status Report*. This report form provided by County, is due 15 days after quarter end, shall keep the County informed of SUBAWARDEE activity and progress toward accomplishment of the objectives of the Grant Activities.
 - ii. *Equipment Tracking*. SUBAWARDEE shall submit equipment information to County at least every 18 months, as required by 2 CFR 200. The equipment information must include a physical inventory report of all equipment that was purchased with the Grant Funds. SUBAWARDEE must report all grant-funded equipment to County, and County approval is required to remove such equipment from the equipment inventory report. Equipment that is lost, stolen, or destroyed needs to be reported to County and may need to be replaced by SUBAWARDEE at SUBAWARDEE's sole expense.

J. GRANT FUND PAYMENT.

- A. County shall process SUBAWARDEE's payment requests on a reimbursement basis. Grant Funds shall not be paid in advance. SUBAWARDEE shall submit payment requests quarterly, as provided below.
 - i. Quarter 1 (July–September): Payment request due Oct. 5

- ii. Quarter 2 (October–December): Payment request January 5
- iii. Quarter 3 (January–March): Payment request April 5
- iv. Quarter 4 (April–June): Payment request July 5

With each payment request, SUBAWARDEE must provide supporting documentation reflecting actual costs incurred and associated Grant Activities performed and/or completed. Failure to meet the above deadlines and/or provide supporting documentation may result in payment delays.

- B. Each payment request must include a certification, signed by an official who is authorized to legally bind the SUBAWARDEE, 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 Federal 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, and false claims otherwise. (U.S. Code Title 18, Section 1001 and Title 31, Sections 3729–3730 and 3801–3812).”

- C. County will review each payment request from SUBAWARDEE and, if approved, submit the request to CalOES on behalf of SUBAWARDEE. CalOES may submit the request to FEMA for approval.
- D. SUBAWARDEE understands and acknowledges that County does not control either the process for approving payment requests submitted to CalOES or CalOES’s decision regarding the payment request. Responsibility for processing, approving, and making payment in connection with any payment request submitted by SUBAWARDEE lies exclusively with CalOES and County shall have no financial liability to SUBAWARDEE for CalOES’s failure to process, approve, or make payment in connection with any payment request.
- E. If the County becomes aware of any deficiencies in the payment request, County shall communicate the deficiencies to the SUBAWARDEE along with the corrective action necessary to allow County to submit the payment request to CalOES. SUBAWARDEE shall be responsible for correcting any deficiencies in the request.
- F. When County receives Grant Funds from CalOES, County will process payment of Grant Funds to SUBAWARDEE. Because of the multiple agencies involved in reviewing and approving these payment requests, payment processing may take up to twelve (12) months.

5. DISGORGEMENT. SUBAWARDEE understands and acknowledges that its failure to comply with the requirements of this Agreement, including but not limited to its failure to comply with the rules and regulations governing the use of Grant Funds, may result in an audit or monitoring of SUBAWARDEE’s use of the Grant Funds or SUBAWARDEE’s compliance with the rules and regulations governing its use of Grant Funds, or both, by FEMA or CalOES. SUBAWARDEE further understands and acknowledges that the result of any such audit may be a demand by FEMA, CalOES, and/or County that SUBAWARDEE repay (disgorge) some or all of the Grant Funds.

SUBAWARDEE shall indemnify, defend, and hold harmless the County, its Board of Supervisors, officers, directors, agents, and employees from and against any and all claims, demands, actions, losses, liabilities, damages, and costs, including reasonable attorneys' fees, arising out of or resulting from a demand from FEMA or CalOES, or both, for repayment of some or all of the Grant Funds as a result of SUBAWARDEE's failure to comply with any term or condition of this Agreement.

6. NOTICES. Any notice, request, demand, or other communication required or authorized under this Agreement shall be deemed to be properly given when:

- A. Delivered personally to the person below, as of the date of delivery; or
- B. Mailed to the physical address listed below by U.S. Mail or similar service, with postage prepaid and properly addressed, as of the date of postmark; or
- C. Emailed to the email address(es) below, as of the date a read receipt, an acknowledgement from the recipient, or other proof of delivery is received by the sender.

In the case of County, to:

Name, Title: Craig Griesbach, Director of Emergency Services
 Address: 950 Maidu Avenue, Suite 129
 Nevada City CA, 95959
 Telephone: 530-265-1515
 Email: HSGP@nevadacountyca.gov

In the case of SUBAWARDEE, to:

Name, Title: SUBAWARDEE CONTACT NAME, TITLE
 Address: ADDRESS
 CITY, STATE, ZIP
 Telephone: 000-000-0000
 Email: EMAIL

7. TERMINATION AND ENFORCEMENT. This Agreement may be terminated by County if SUBAWARDEE materially fails to comply with the terms and conditions herein. Such termination shall be effective upon service of written notice of termination on SUBAWARDEE. As an alternative to termination, County may, in its sole and exclusive discretion, impose special conditions or take appropriate action as provided in 2 CFR 200 subpart D.

8. INDEMNIFICATION. SUBAWARDEE shall indemnify, defend, and hold harmless the County, its Board of Supervisors, officers, directors, agents, employees, and volunteers from and against any and all claims, demands, actions, losses, liabilities, damages, and costs, including reasonable attorneys' fees, arising out of or related to this Agreement. This obligation to indemnify will survive termination of this Agreement.

9. EXHIBITS; MERGER CLAUSE; AMENDMENTS. This Agreement, including all Exhibits and Attachments, incorporated herein by this reference, constitutes the sole Agreement between the Parties and correctly states the rights, duties, and obligations of each party as of this document's date. In the event that any term, condition, provision, requirement, or specification set forth in the body of this Agreement conflicts with or is inconsistent with any term, condition, provision,

requirement, or specification in any Exhibit and/or Attachment to this Agreement, the provisions of the body of the Agreement shall prevail. Any prior agreement, promises, negotiations, or representations between the parties not expressly stated in this document are not binding.

All subsequent modifications or amendments to this Agreement shall be in writing and signed by the parties.

10. SUCCESSORS AND ASSIGNS. This Agreement is to be binding on the successors of the parties hereto. The services called for herein are deemed unique and SUBAWARDEE shall not assign, transfer, or otherwise substitute its interest in this Agreement.

11. CONFLICT OF INTEREST. SUBAWARDEE certifies that it has no current business or financial relationship with any County employee or official, or other County contract provider that could create a conflict with this Agreement and will not enter into any such business or financial relationships during the period of this Agreement. SUBAWARDEE attests that its employees and the officers of its governing body shall avoid any actual or potential conflicts of interest, and that no officer or employee who exercises any functions or responsibilities in connection with this Agreement shall have any legally prohibited personal financial interest or benefit which either directly or indirectly arises out of this Agreement. SUBAWARDEE shall establish safeguards to prohibit employees or officers from using their positions for a purpose which could result in legally prohibited private gain or gives the appearance of being motivated for legally prohibited private gain for themselves or others, particularly those with whom they have family, business, or other ties. SUBAWARDEE certifies that no official or employee of the County, nor any business entity in which an official of the County has an interest, has been employed or retained to solicit or aid in the procuring of this Agreement. In addition, SUBAWARDEE agrees that no such person will be employed in the performance of this Agreement without immediately notifying the County.

12. VALIDITY OF ALL PARTS OF THE AGREEMENT. Should any part of this Agreement be declared by a final decision by a court or tribunal of competent jurisdiction to be unconstitutional, invalid or beyond the authority of either party to enter into or carry out, such decision shall not affect the validity of the remainder of this Agreement, which shall continue in full force and effect, provided that the remainder of this Agreement can be interpreted to give effect to the intentions of the parties.

13. GOVERNING STATE LAWS AND JURISDICTION. This Agreement is executed and intended to be performed in the State of California, and the laws of that State shall govern its interpretation and effect. Any legal proceedings on this agreement shall be brought under the jurisdiction of the Superior Court of the County of Nevada, State of California. Each party waives any Federal court removal and/or original jurisdiction rights it may have.

14. WAIVERS IN PART. County's waiver of the performance of any covenant, condition, obligation, representation, warranty or promise in this Agreement shall not invalidate this Agreement or be deemed a waiver of any other covenant, condition, obligation, representation, warranty or promise. County's waiver of the time for performing any act or condition hereunder does not constitute a waiver of the act or condition itself.

15. INTERPRETATION. This Agreement shall be deemed to have been prepared equally by both of the parties, and the Agreement and its individual provisions shall not be construed or interpreted more favorably for one party on the basis that the other party prepared it.

16. DUPLICATE COUNTERPARTS; ELECTRONIC SIGNATURE. This Agreement may be executed in duplicate counterparts. Each counterpart shall be an original and both together shall constitute but one and the same document. This Agreement shall not be deemed executed unless and until at least one counterpart bears the signatures of all parties' designated signatories.

In addition, this Agreement and future documents relating to this Agreement may be digitally signed in accordance with California law. Any party to this Agreement may revoke such agreement to permit electronic signatures at any time in relation to all future documents by providing notice pursuant to this Agreement.

IN WITNESS WHEREOF, the parties hereto have caused their duly authorized representatives to execute this Agreement.

(“SUBAWARDEE”)*

<hr/> Signature
<hr/> Print Name
Date: _____

COUNTY OF NEVADA (“COUNTY”)

<hr/> Craig Griesbach, Director of Emergency Services Nevada County Office of Emergency Services
Date: _____

<hr/> Signature
<hr/> Print Name
Date: _____

- EXHIBITS:**
- Exhibit A: Scope of Grant Activities
 - Exhibit B: CalOES Standard Assurances
 - Exhibit C: County Resolution No. XX-XXX
 - Exhibit D: SUBAWARDEE Resolution No. XX-XXX

**EXHIBIT A
SCOPE OF GRANT ACTIVITIES**

EXHIBIT B
CaIOES STANDARD ASSURANCES

EXHIBIT C
COUNTY RESOLUTION NO. 2022-128

EXHIBIT D
SUBAWARDEE RESOLUTION NO. 24-60



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:



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- (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.



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- (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;



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- (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);



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- (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



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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);



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- (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.



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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.

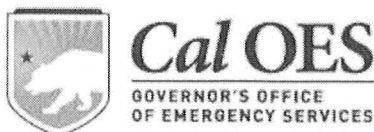
15. Labor Standards

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 non-profit organizations.

16. Worker's Compensation

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



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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.



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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.



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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/aviation-policy/certificated-air-carriers-list](https://www.transportation.gov/policy/aviation-policy/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.



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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



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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.

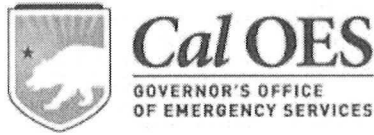
38. Applicability of DHS Standard Terms and Conditions to Tribes

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:



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- (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.



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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>.

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

Applicant: _____

Signature of Authorized Agent: _____

Printed Name of Authorized Agent: Alex Keeble-Toll

Title: Director of Emergency Services Date: _____