

File ID: 2026-00444

3/3/2026

Grant Agreement: Fiscal Year 2024 State Homeland Security Grant Program (SHSGP)

File ID: 2026-00444

Location: Citywide

Recommendation: Adopt a **Resolution** authorizing the City Manager or designee to: 1) accept a \$16,856 subaward in Fiscal Year 2024 State Homeland Security Grant Program (SHSGP) funding from the Sacramento County Office of Emergency Services (SacOES); 2) execute the Fiscal Year 2024 SHGP grant agreement between the City and SacOES; 3) establish an operating grant (G11015824) to implement the grant award; and 4) adjust the operating grant (Fund 2702) expense and revenue budgets by \$16,856.

Contact: Brent Kaneyuki, Police Captain, (916) 808-4504, bkaneyuki@pd.cityofsacramento.org, Police Department

Presenter: None

Attachments:

- 1-Description/Analysis
- 2-Award Letter
- 3-Grant Agreement
- 4-Resolution

Description/Analysis

Issue Detail: The Sacramento County Office of Emergency Services (SacOES) has awarded the Sacramento Police Department (SPD) a \$16,856 subaward from the Fiscal Year 2024 State Homeland Security Grant Program (SHSGP), which is federally funded through the US Department of Homeland Security. The funds will be used to purchase an unmanned aerial systems (UAS) tether to support public safety operations.

Policy Considerations: The recommendations in this report align with Resolution 2025-0162, Section 11.3, which requires City Council approval to accept grant funds when the grantor make such approval a condition of the award.

Economic Impacts: None.

Environmental Considerations:

California Environmental Quality Act (CEQA): The proposed activity is not a “project” pursuant the CEQA as it is an organizational or administrative activity of governments that will not result in the direct or indirect physical changes in the environment (CEQA Guidelines, Section 15378(b)(5)).

Sustainability: Not applicable.

Commission/Committee Action: Not applicable.

Rationale for Recommendation: Accepting the grant award will fund the purchase of the UAS tether to improve operational capabilities and increase safety during the deployment of UAS in the field. A tether is utilized to provide power and connectivity to a UAS for an extended amount of time. A tether is a medium to assist with the flight of a drone and works in conjunction with our existing drones.

Financial Considerations: No General Fund resources are required to support this action or project.

Local Business Enterprise (LBE): Not applicable.



County of Sacramento

August 28, 2025

Katherine Lester
Chief of Police
Sacramento Police Department
5770 Freeport Blvd. #100
Sacramento, CA 95822

SUBJECT: SUBRECIPIENT GRANT AWARD
FY 2024 HOMELAND SECURITY GRANT PROGRAM
Federal Grantor Agency: US DEPARTMENT OF HOMELAND SECURITY CFDA #: 97.067
Pass-Through State Agency: CALIFORNIA OFFICE OF EMERGENCY SERVICES GRANT
FIPS #: 067-00000; Subaward Number #: 2024-0088
Pass-Through County of Sacramento OES #: OES24HSGP000012; SC #: 2024-14734
FAIN #: EMW-2024-SS-05088
Federal Award Date: 09/01/2024- 08/31/2027;
Cal OES Performance Period to Sac OES: 09/01/2024- 05/31/2027
Subrecipient Performance Period: September 1, 2024 to December 31, 2026
Subrecipient Budget Period: Award Signature Date to December 31, 2026
Subrecipient Project #'s: 015
Subrecipient SAM#: UPBEEPV69B58

Dear Assistant City Manager Mario:

Sacramento Police Department has been awarded FY 2024 Homeland Security Grant Program in the total amount of \$16,856. This funding is authorized for purchasing UAS (Drone) Tether.

1. Sac OES Contact Information Section:

Sacramento County Office of Emergency Services
Mary Jo Flynn-Neveins, Chief
3720 Dudley Blvd. Suite 122
McClellan, CA 95652
(916)874-4670

2. Federal Awarding Agency Section:

Federal Program Fund/AL #	Federal Awarding Agency	Total Federal Award Amount	Total State Local Assistance Amount	Total County Assistance Amount
Homeland Security Grant Program 97.067	US Department of Homeland Security	\$182,068,773	\$172,965,335	\$1,400,136

3. Project Description Section:

- Project Acronyms:
Homeland Security Grant Program (HSGP)
State Homeland Security Grant Program (SHSGP)
California Governor’s Office of Emergency Services (Cal OES)
Sacramento County Office of Emergency Services (Sac OES)
- Project Description:
Support state and local efforts to prevent terrorism and other catastrophic events and to prepare the Nation for the threats and hazards that pose the greatest risk to the security of the United States.

4. Research & Development Section:

- Is this Subaward a Research & Development grant? NO

5. Indirect Cost Rate:

- N/A

6. Match Requirement:

- None

7. Subrecipient Funding:

2024 SHSGP Funding Approved	
Project #015- UAS (Drone) Tether -Please read the FY25 Preparedness Grants Manual for UAS requirements	\$16,856
Subrecipient Total Funding:	\$16,856

By accepting this award, you acknowledge that this is a federal monetary award and your agency or department is a Sub-Recipient to Sacramento County Office of Emergency Services, as Sub-Grantee to the State of California who is a Pass-Thru agency, and FEMA as the Grantor.

Department of Homeland Security adopted Title 2, Part 200 of the Code of Federal Regulations (C.F.R.), which applies to all new FEMA grant. Your agency is subject to a mandatory annual 2 CFR 200 (Subpart F) Single Audit if your agency expends more than \$1,000,000 per fiscal year in total federal funding. Sub-Recipients are responsible to comply with all federal statutes, regulations, policies, guidelines and requirements, including but not limited to:

- Uniform Guidance 2 CFR 200
- Applicable Federal, State and Local Laws including but not limited to those listed in grant assurances
- Federal NOFO and State Supplemental Program Guidance.

Sub-Recipients are responsible to meet the following conditions:

1. Your agency accepts complete financial liability and will provide:

- a. Signed Federal Grant Assurances, from the 2024 Cal OES grant guidance, by an authorized signatory or department head.
 - b. Signed Subrecipient Award Letter and return it to Sac OES.
 - c. Check every contractor who will be paid with federal funds against the federal debarment list (www.Sam.gov) before contracting with that entity.
 - d. On March 4, 2022, Governor Gavin Newsom issued Executive Order N-6-22 (EO) regarding economic sanctions against Russia and Russian entities and individuals. Each agency/department should carefully review their department issued contracts and promptly begin compliance efforts and any future contracts.
 - e. Subrecipients and their contractors or subcontractors must comply with the prohibitions set forth in Section 889 of the John S. McCain National Defense Authorization Act for Fiscal Year 2019, which restrict the purchase of covered telecommunications and surveillance equipment and Preparedness Grants Manual 15 services. Please see 2 C.F.R. §§ 200.216, 200.327, 200.471, and Appendix II to 2 C.F.R. Part 200, and FEMA Policy #405-143-1 - Prohibitions on Expending FEMA Award Funds for Covered Telecommunications Equipment or Services for more information.
 - f. Subrecipients other than states (collectively referred to as non-state entities), which include local governments, tribes and eligible private nonprofit organizations, must have documented procurement policies and procedures, which reflect applicable local, state or tribal law, and ensure compliance with the federal requirements listed at 2 C.F.R. §§ 200.318 – 200.327.
 - g. The accounting system of all subrecipients must ensure that agency funds are not commingled with funds from other federal agencies. Each federal award must be accounted for separately. Subrecipients are prohibited from commingling fund on either a program-by-program or project-by-project basis, including separate fiscal year(s). The subrecipient will submit a general ledger report with each reimbursement showing the separation in grant funds.
 - h. Repay any funds due to an over-payment for a non-eligible or unapproved activity, or as required by a negative audit finding.
2. **All Sole Source procurements, projects requiring EHP reviews, Aviation/Watercraft, SAFECOM requests projects must receive prior approval from SacOES, CalOES and/or FEMA before you can begin your project.**
 3. All project modifications require 60 day notification to Sacramento OES and modification approval from Cal OES before beginning the project. In addition, justifications for each modification is required per the new requirements from Cal OES.
 4. Performance reports, reimbursement claims (if funds were expended), and the updated excel workbook are required every quarter.
 5. All claims for reimbursement must be supported by source documentation, such as cancelled checks, paid bills, payroll records, signed time and attendance sheets, purchase orders, invoices, delivery receipts, contracts, etc. All documentation must be maintained and submitted upon request for monitoring or audit by our office, the state or federal government.
 6. All claims must be submitted with a canceled check and general ledger report to show that vendors were paid prior to reimbursement.
 7. Ensure all invoices are clearly labeled with the grant year and billing accounts before they are copied and sent for payment to ensure subsequent copies are auditable and not double-billed to another grant/budget.

8. All equipment is to be labeled and tracked according to grant guidelines. Equipment will be tracked every two years and a tracking report will need to be updated by your agency. Equipment that falls under \$5,000 is to be reported to SacOES and approval is needed in order to remove it from the equipment tracking list. Equipment that is lost, stolen or destroyed needs to be reported to our office immediately and may need to be replaced by your agency at agency cost.
9. Use distribution timesheets for all personnel time if not 100% funded by this grant. All time must include an explanation of 100% of employee hours.
10. Maintain complete and accurate records of all grant related activities for three years from the date of receipt of a closeout letter from the Sacramento County Office of Emergency Services. Letters will not be sent until after the state has closed the grant program.
11. Cost savings must be returned for reallocation and may not be expended on additional or unapproved items.

Sub-Recipients may **not** begin their projects until the Award Letter and Subaward Contract have been signed, dated and returned to Sacramento Office of Emergency Services and all requests (Sole Source, EHP, Aviation/Watercraft, SAFECOM) have been approved by CalOES/FEMA. In the absence of an existing resolution identifying approved signatories, the department or agency head must sign.

We are here to assist you, so please feel free to contact Adelina Ana at 916-874-2283 with any questions.

Please let us know if you have any questions.

Sincerely,

Mary Jo Flynn-Nevins, Chief

Cc: Natalie Weaver, Sgt. Nicholas Fox

I acknowledge receipt of this Notification of Sub-Recipient Award and requirements of participation in the Homeland Security Grant Program.

Signature

Name/Title

Date

Subaward Agreement

This Subaward Agreement is made by and between the **COUNTY OF SACRAMENTO**, a political subdivision of the State of California, hereinafter referred to as "**COUNTY**" and **CITY OF SACRAMENTO POLICE DEPARTMENT**, hereinafter referred to as "**SUB-RECIPIENT**".

RECITALS

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, SUB-RECIPIENT has submitted an application to COUNTY for an award of a portion of the SHSGP that has been awarded to COUNTY; and

WHEREAS, COUNTY's Approval Authority has approved SUB-RECIPIENT's application for such grant funds conditioned on SUB-RECIPIENT's approval and execution of this Agreement; and

WHEREAS, the purpose of this Agreement is to memorialize SUB-RECIPIENT'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 Sacramento County Board of Supervisors Resolution# 2025-0604 dated October 07, 2025, which is attached hereto and incorporated herein as Exhibit E, the Chief of the Sacramento County Office of Emergency Services (SacOES) has been authorized to execute this Agreement on behalf of COUNTY; and

WHEREAS, pursuant to Sacramento County Code section 2.61.440, the department or agency which has authority to execute this Agreement on behalf of COUNTY has authority to amend this Agreement so as to increase the maximum payment amount, provided that such increase does not exceed the lesser of ten percent (10%) of the annual payment amount or \$25,000.

WHEREAS, COUNTY and SUB-RECIPIENT 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 SUB-RECIPIENT agree as follows:

1. SCOPE OF GRANT ACTIVITIES. SUB-RECIPIENT shall expend the 2024 SHSGP (Grant Funds) awarded to it in the amount, type and manner described in Exhibit A (entitled Scope of Grant Activities), which is attached hereto and incorporated herein.

2. SHSGP OBLIGATIONS. SUB-RECIPIENT's obligations with respect to the Grant Funds awarded to it pursuant to this Agreement shall include, but are not limited to, compliance with the following specific requirements:

a. Federal, State and Local Requirements. SUB-RECIPIENT's use of the Grant Funds provided pursuant to this Agreement is subject to compliance with the laws and regulations of the United States. SUB-RECIPIENT further agrees to abide by all requirements, laws and regulations of the federal, state and local government, including but not limited to, those requirements set forth in Exhibit B (entitled "Homeland Security Grant Program 2024 Grant Assurances"), which is attached hereto and incorporated herein.

b. Notification of Adverse Developments. The SUB-RECIPIENT shall immediately notify the COUNTY of any developments that have a significant impact on the Grant Activities. Sixty (60) days notification to COUNTY shall be given in the case of problems, delays, modifications to the budget or project, and any adverse conditions that materially impair the ability to meet the objectives of the Grant Activities. This notification shall include a statement of the action taken or contemplated, and any assistance needed to resolve the situation.

c. Standards for Financial Management Systems, Administration and Cost Principles. The accounting system of all SUB-RECIPIENTS must ensure that agency funds are not commingled with funds from other Federal agencies. Each federal award must be accounted for separately. Sub-recipients are prohibited from commingling funds on either a program-by-program or project-by-project basis, including separate fiscal year(s). SUB-RECIPIENT's use of the grant funds shall be

subject to all applicable Federal statutes, regulations, policies, guidelines and requirements, including but not limited to 2 CFR 200 subpart A-F, E.O. 12372 and the current Administrative Requirements, Cost Principles, Audit Requirements and those listed below. For purposes of this paragraph, the term "applicable" is determined by the organizational nature of the SUB-RECIPIENT (educational institution, nonprofit organization, state or local government).

- I.** All provisions of 2 CFR 200 subpart A-F.
- II.** Applicable Federal, State and Local laws including but not limited to those listed in grant assurances.
- III.** Federal and State Supplemental Grant Guidance.
- IV.** All sections of California Governor's Office of Emergency Services Grant Assurances.

d. Prior Approvals. All changes, including but not limited to the list below, shall be requested 60 days in writing and in advance from the SUB-RECIPIENT and approved in writing by the COUNTY prior to any changes being authorized:

- I.** Change of scope, objectives, project, budget, cost changes among different budgeted items in the FMFW workbook and program design.
- II.** Extension of the Performance Period of the approved project, or of the over-all Grant.
- III.** The need for additional Federal funding.
- IV.** Inclusion of costs that require prior approval in accordance with all provisions of 2 CFR 200 subpart E and Appendix E to 45 CFR part 75, as applicable.
- V.** The Subaward, transfer, or contracting out any work under this award, unless described in the SUB-RECIPIENT's proposal and specifically approved and funded in the Grant Schedule. The SUB-RECIPIENT's request for approval shall include the following supporting data:
 - A.** Basis for contractor selection;
 - B.** Justification for lack of competition when competitive bids or offers are not obtained;
 - C.** Basis for award cost or price, to include price or cost analysis performed; and
 - D.** Approval of the COUNTY.

e. Pre-award Costs. SUB-RECIPIENT may not incur pre-award

costs prior to the effective date of the Performance Period as determined by this contract. Any pre-award costs incurred by SUB-RECIPIENT shall be at SUB-RECIPIENT's risk. The incurring of pre-award costs by the SUB-RECIPIENT does not impose any obligation on the COUNTY.

f. Unexpended Allocation. SUB-RECIPIENT is not authorized to carry forward any unexpended allocation of Grant Funds. As soon as it is known any allocation of Grant Funds that will not be expended, SUB-RECIPIENT shall notify the COUNTY in writing and immediately return the unused allocation of Grant Funds to the COUNTY.

g. Audits, Monitoring and Access to Records. The SUB-RECIPIENT shall be subject to the audit requirements contained in the Single Audit Act Amendments of 1996 (31 U.S.C. 7501-7507) and revised in 2 CFR 200 subpart F. The Controller or Inspector General of the Department of Homeland Security, FEMA, CalOES and SacOES shall have direct access to sufficient records and information of the SUB-RECIPIENT, as may be determined at their discretion, to ensure full accountability for federal funds. Audit requirements shall be set forth as required in 2 CFR 200 subpart F. SUB-RECIPIENTS will be monitored by the County to ensure grant funds are expended according to the 2 CFR 200, FEMA and CalOES grant guidance's. Monitoring of grant funds is a requirement for the SHSGP program.

h. Procurement. SUB-RECIPIENT's systems for acquiring goods and services under this Agreement shall comply with applicable federal regulations 2 CFR 200.318-327. All contracts awarded by SUB-RECIPIENT shall contain the provisions set forth in 2 CFR 200 subpart A-D, as applicable.

i. Sub-awards and Contracts/Subcontracts. The applicable 2 CFR 200 subpart E, Federal Cost Principles for sub-awards and contracts/subcontracts under this Agreement shall be those applicable to the type of organization receiving the sub-award, contract or subcontract.

j. Use of Grant Funds for Fee or Profit. The use of Federal funds provided by this Agreement for the SHSGP 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 SUB-RECIPIENT's procurement of goods and services needed to carry out the grant activities.

k. Ownership of Work Product. All technical data, evaluations, plans, specifications, reports, documents, or other work products developed by SUB-RECIPIENT hereunder shall be the property of the federal government, State and COUNTY and shall be delivered to by SUB-RECIPIENT to COUNTY upon completion of the services authorized hereunder. SUB-RECIPIENT 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.

l. Property. Title to all nonexpendable and expendable tangible personal property purchased by the SUB-RECIPIENT with Grant Funds shall be deemed to have vested in the SUB-RECIPIENT upon purchase, unless stated otherwise in this Grant Schedule, in accordance with the provisions of 2 CRF 200 subpart A-D, without further obligation to the Government. Title to any federally owned property remains vested in the Federal Government. No real property may be acquired with SHSGP Grant Funds.

m. Reports. Reports shall be provided by SUB-RECIPIENT as specified below:

- I.** Quarterly Status Report. This report form provided by COUNTY, is due 15 days after quarter end, shall keep the COUNTY informed of SUB-RECIPIENT activity and progress toward accomplishment of the objectives of the grant activities.
- II.** Updated Excel Workbook. This report document, provided by COUNTY, will be updated quarterly to include any activity on the project and any requested modifications. This report will no longer be required if the project has been completed and the final report has been submitted last quarter.
- III.** Mandatory biennial equipment tracking as required by 2 CFR 200. Physical inventory report of all equipment that was purchased with the Homeland Security Grant funds is required. Equipment will be tracked every two years and a tracking report will need to be updated by your agency. Equipment that falls under \$5,000 is to be reported to SacOES and approval is needed in order to remove it from the equipment tracking list. Equipment that is lost, stolen or destroyed needs to be reported to our office immediately and may need to be replaced by your agency at agency cost.

n. **Electronic Reporting.** Excel workbook shall be submitted electronically to the COUNTY. Reimbursement claims, quarterly reports, biennial equipment inventory, and all other required forms must be sent electronically.

o. **Post-Award Requirements.** Closeout and continuing responsibilities, such as equipment tracking, sub monitoring, auditing and records retention shall be subject to the requirements in the 2 CFR 200 subpart D, FEMA NOFO and State Supplement requirements.

3. PAYMENTS.

a. There are no advance payments associated with the SHSGP. SHSGP utilizes the reimbursement payment method, under which reimbursement requests are made quarterly on a Reimbursement Request form that is submitted by the SUB-RECIPIENT. The reimbursement request form shall include all required back-up documentation and shall be due by the 15th of any month following the end of a quarter (i.e., March 31, June 30, September 30, or December 31). The COUNTY shall review the Reimbursement Request form and, if approved, submit the request for reimbursement to CalOES on behalf of SUB-RECIPIENT. If the COUNTY identifies any deficiencies in the Reimbursement Request form, it shall identify the deficiencies to the SUB-RECIPIENT along with and what appropriate corrective action necessary in order to allow COUNTY to submit the request for reimbursement to CalOES. SUB-RECIPIENT shall be responsible for correcting all identified deficiencies in the submittal. Upon receipt of reimbursement funds from CalOES, COUNTY will process and submit SUB-Recipient payment request to the County Department of Finance.

b. SUB-RECIPIENT understands and acknowledges that COUNTY does not control either the process for approving reimbursement requests submitted to CalOES or the decision that is made by CalOES with respect to the reimbursement request. Responsibility for processing, approving and making payment in connection with any reimbursement request submitted by SUB-RECIPIENT lies exclusively with CalOES and COUNTY shall have no financial liability to SUB-RECIPIENT for CalOES's delays to process, approve or make payment in connection with any such reimbursement request.

- a. SUB-RECIPIENT shall assure that expenditures are proper and in accordance with the terms and conditions of the Federal award and approved project budgets. The annual and final fiscal reports or/and reimbursement requests under this agreement must include a certification, signed by an official who is authorized to legally bind the non-Federal entity, 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)."

4. DEMANDS FOR REPAYMENT OF GRANT FUNDS. SUB-RECIPIENT 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 SHSGP grant funds, may result in an audit or monitoring of SUB-RECIPIENT's use of the Grant Funds, or SUB-RECIPIENT's compliance with the rules and regulations governing its use of Grant Funds, or both, by FEMA or CalOES. SUB-RECIPIENT further understands and acknowledges that the result of any such audit may be a demand by FEMA, CalOES and County that some or all of the Grant Funds be repaid. SUB-RECIPIENT 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 SUB-RECIPIENT's failure to comply with any term or condition of this Agreement.

5. ECONOMIC SANCTIONS: Pursuant to California State Executive Order N-6-22 (Order) imposing economic sanctions against Russia and declaring support of Ukraine, COUNTY shall terminate any contract with an individual or entity that is in violation of the Order or that is subject to economic sanctions therein, and shall not enter a contract with any such individual or entity while the Order is in effect.

6. TERM OF AGREEMENT. The term of this Agreement commences as of last date signed by signatories and shall terminate on **December 31, 2026**. SUB-RECIPIENT is authorized to commence the grant activities consistent within Exhibit A upon the issuance of a Notice of Award by COUNTY. SUB-RECIPIENT shall be required to complete all grant activities set forth in Exhibit A as of the

termination date of this Agreement. This Agreement further prescribes milestones for project achievement as set forth in Exhibit A that will be used to assess timely performance of the approved grant activities and SUB- RECIPIENT shall be required to complete the grant activities consistent with the timeline for each such milestone, unless an extension of the relevant milestone is granted. Extensions of milestones must be requested in writing and approved by COUNTY 60 days prior to the milestone deadline.

7. NOTICE. Any notice, demand, request, consent, or approval that either party hereto may or is required to give the other pursuant to this Agreement shall be in writing and shall be either sent by email or mail to the addressed as follows:

TO COUNTY

Mary Jo Flynn-Neivins, Chief
Sacramento County
Office of Emergency Services
3720 Dudley Blvd., Rm. #122
McClellan, CA 95652

TO SUB-RECIPIENT

Katherine Lester, Police Chief
City of Sacramento Police Dept.
5770 Freeport Blvd. #100
Sacramento, CA 95822

Either party may change the address to which subsequent notice and/or other communications can be sent by giving written notice designating a change of address to the other party, which shall be effective upon receipt.

7. TERMINATION AND ENFORCEMENT. This Agreement may be terminated by the COUNTY if SUB-RECIPIENT materially fails to comply with the terms and conditions of this Agreement. Such termination shall be effective upon service of written notice of termination on SUB-RECIPIENT. If the SUB-RECIPIENT fails to materially comply with these terms and conditions, the COUNTY may impose, as an alternative to termination, appropriate special conditions or take the appropriate action as listed at 2 CFR 200 subpart D.

8. INDEMNIFICATION. In addition to the indemnification provided for in Section 4 hereof, SUB-RECIPIENT 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 resulting from the grant activities described in Exhibit A.

9. ENTIRE UNDERSTANDING. This Agreement represents the entire understanding of COUNTY and SUB-RECIPIENT as to those matters contained herein. No prior oral or written understanding shall be of any force or effect with respect to those matters covered hereunder. This Agreement may only be modified by amendment in writing signed by both Parties.

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

11. 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.

12. DUPLICATE COUNTERPARTS. This Agreement may be executed in counterparts, each of which shall be deemed an original, but which together shall constitute a single document.

Signatures scanned and transmitted electronically shall be deemed original signatures for purposes of this Agreement, with such scanned signatures having the same legal effect as original signatures. This Agreement may be executed through the use of an electronic signature and will be binding on each party as if it were physically executed.

13. GOVERNING STATE LAWS AND JURISDICTION. This Agreement shall be deemed to have been executed and to be performed within the State of California and shall be construed and governed by the internal laws of the State of California. Any legal proceedings arising out of or relating to this Agreement shall be brought in Sacramento County, California.

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. DISCRIMINATION PROHIBITED. There shall be no discrimination against any person on account of race, ancestry, marital status, color, religious creed, political belief, national origin, ethnic group identification, sex, sexual orientation, age, medical condition or physical or mental disability in the performance of this Agreement.

16. ADDITIONAL PROVISIONS. The additional provisions contained in Exhibits A, B, C, D and E attached hereto are part of this Agreement and are incorporated herein by reference.

17. 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.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed as of the day and year first written above.

COUNTY OF SACRAMENTO,

CITY OF SACRAMENTO POLICE DEPARTMENT

a political subdivision of the State of California

By: _____
Mary Jo Flynn-Nevins, Chief

By: _____
Katherine Lester, Police Chief

Date: _____

Date: _____

Signed by:
Corrie Brite
6F276858CF0F496...

By: _____
Corrie Brite, County Counsel

Date: 1/14/2026

APPROVED AS TO FORM:

Beau Parkhurst
By: Beau Parkhurst (Jan 15, 2026 16:38:46 PST)
City of Sacramento Attorney

Date: 01/15/2026

ATTESTED BY:

By: _____
City of Sacramento Clerk

Date: _____

EXHIBIT A to Agreement
between the **COUNTY OF SACRAMENTO**,
hereinafter referred to as "**COUNTY**," and
CITY OF SACRAMENTO POLICE DEPARTMENT, hereinafter
referred to as "**SUB-RECIPIENT**".

SCOPE OF GRANT ACTIVITIES

I. Total Allocation

The following are the projects awarded for funding for the 2024 SHSGP:

2024 SHSGP Funding Approved	
Project #015- UAS (Drone) Tether -Please read the FY25 Preparedness Grants Manual for UAS requirements	\$16,856
Subrecipient Total Funding:	\$16,856

The maximum total payment amount under this agreement is \$16,856 from the 2024 Homeland Security Grant.

II. Project Performance Period.

Performance period expires **12/31/2026**.

III. Milestones.

Request quotes and check vendors against sam.gov to ensure they are not suspended or debarred. Purchase equipment, pay invoice and inspect equipment upon delivery. Ensure that the equipment is delivered and fully paid by the 2024 SHSGP deadlines, such as the performance period for this grant 12/31/2026. At the end of the performance period (**December 31, 2026**) this project will be 100% completed and the \$16,856 grant funds will be fully expended.

1. Milestones can be adjusted upon agreement of both parties without amendment to the contract.
2. Sixty (60) days' notice is required to request modification from the milestone end date.
3. Failure to meet milestones without prior extension agreement can result in termination and deobligation of funds.

IV. Scope of Project and Budget.

City of Sacramento Police Department will purchase UAS (Drone) Tether with 2024 SHSGP grant funds. Please read the [FY25 Preparedness Grants Manual](#) for UAS requirements.

All project modifications require 60 day notification to Sacramento OES and modification approval from Cal OES before beginning the project. In addition, justifications for each modification is required per the new requirements from Cal OES.

The accounting system of all SUB-RECIPIENTS must ensure that agency funds are not commingled with funds from other Federal agencies. Each federal award must be accounted for separately.

Total available allocation for this project is \$16,856.

between the **COUNTY OF SACRAMENTO**,
hereinafter referred to as "**COUNTY**," and
CITY OF SACRAMENTO POLICE DEPARTMENT, hereinafter
referred to as "**SUB-RECIPIENT**".

Homeland Security Grant Program 2024 Grant 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:



FY 2024 Standard Assurances For Cal OES Federal Non-Disaster Preparedness Grant Programs

- (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.



FY 2024 Standard Assurances For Cal OES Federal Non-Disaster Preparedness Grant Programs

- (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;



FY 2024 Standard Assurances For Cal OES Federal Non-Disaster Preparedness Grant Programs

- (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);



FY 2024 Standard Assurances For Cal OES Federal Non-Disaster Preparedness Grant Programs

- (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



FY 2024 Standard Assurances For Cal OES Federal Non-Disaster Preparedness Grant Programs

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);



FY 2024 Standard Assurances For Cal OES Federal Non-Disaster Preparedness Grant Programs

- (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.



FY 2024 Standard Assurances For Cal OES Federal Non-Disaster Preparedness Grant Programs

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.



FY 2024 Standard Assurances For Cal OES Federal Non-Disaster Preparedness Grant Programs

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.



FY 2024 Standard Assurances For Cal OES Federal Non-Disaster Preparedness Grant Programs

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.



FY 2024 Standard Assurances For Cal OES Federal Non-Disaster Preparedness Grant Programs

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>) 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.



FY 2024 Standard Assurances For Cal OES Federal Non-Disaster Preparedness Grant Programs

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



FY 2024 Standard Assurances For Cal OES Federal Non-Disaster Preparedness Grant Programs

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:



FY 2024 Standard Assurances For Cal OES Federal Non-Disaster Preparedness Grant Programs

- (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.



FY 2024 Standard Assurances For Cal OES Federal Non-Disaster Preparedness Grant Programs

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: _____

Title: _____ Date: _____



Program Standard Assurances Addendum

As the duly authorized representative of the Applicant/Subrecipient, I hereby certify that the Applicant/Subrecipient, and any of its second-tier subrecipients or representatives, will comply with all applicable local, state, and federal statutes, including but not limited to the following state and federal statutes prohibiting hate-based conduct:

- (a) California Penal Code section 422.6(a);
- (b) California Penal Code section 404.6;
- (c) California Penal Code section 422(a);
- (d) California Civil Code section 52.1;
- (e) 18 U.S.C. § 249;
- (f) 42 U.S.C. § 3631;
- (g) 18 U.S.C. § 247; and
- (h) 18 U.S.C. § 241, 245.

Additionally, Applicant/Subrecipient will not engage, and certifies that it will take steps to ensure that its second-tier subrecipients and representatives do not engage, in conduct contrary to the purposes of the grant program and/or that threatens the safety and security of Californians, including, but not limited to, acts of violence or unlawful intimidation on the basis of race, gender, religion, national origin, sexual orientation, or other protected classifications. Prohibited conduct includes, but is not limited to, violation of the federal and state laws identified herein.

The undersigned represents that he/she is authorized to enter into this Addendum for and on behalf of the Applicant/Subrecipient. Applicant/Subrecipient understands that failure to comply with this Addendum or any of the assurances may result in suspension, termination, reduction, or de-obligation of funding. Applicant/Subrecipient agrees to repay funds in the event there is a violation of grant assurances.

Applicant/Subrecipient: _____

Signature of Authorized Agent: _____

Printed Name of Authorized Agent: _____

Title: _____ Date: _____

EXHIBIT C to Agreement
between the **COUNTY OF SACRAMENTO**,
hereinafter referred to as "**COUNTY**", and
CITY OF SACRAMENTO POLICE DEPARTMENT, hereinafter referred
to as "**SUB-RECIPIENT**".

**FEDERAL FUNDING ACCOUNTING AND TRANSPARENCY ACT (FFATA)
FINANCIAL DISCLOSURE**

Public Law (PL) 109-282 Federal Funding Accountability and Transparency Act of 2006, as amended by Section 6202(a) of the Government Funding Transparency Act of 2008 (PL 110-252), which is outlined in the Federal Emergency Management Agency, Grant Programs Directorate Information Bulletin No. 350.

As defined by the Office of Management Budget, the following are subject to FFATA reporting requirements:

1. All new federal awards of \$30,000 or more, as of August 13, 2020.
NOTE: Cal OES reports on this requirement in the Federal Funding Accountability and Transparency Act Subaward Reporting System (FSRS).
2. The Total Compensation and Names of the top five executive, if the Subrecipient in the preceding year received:
 - a. 80 percent or more of its annual gross revenues in Federal Awards; **and**
 - b. \$30,000,000 or more in annual gross revenues from Federal awards; **and**
 - c. The public does not have access to information about the compensation of the senior executives of the entity.

Subrecipients are required to provide the Executive compensation information in the below chart, if applicable.

Executive Name	Title	Annual Salary	Annual Dollar Value of Benefits	Total Compensation

Not subject to the Executive Compensation requirement of the FFATA Financial Disclosure.

Federal Funding Accounting and Transparency Act (FFATA) Financial Disclosure

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

Subrecipient: _____

Signature of Authorized Agent: _____

Printed Name of Authorized Agent: _____

Title: _____ Date: _____

EXHIBIT D to Agreement
between the **COUNTY OF SACRAMENTO**,
hereinafter referred to as "**COUNTY**", and
CITY OF SACRAMENTO POLICE DEPARTMENT, hereinafter referred
to as "**SUB-RECIPIENT**".

CERTIFICATION REGARDING DEBARMENT AND SUSPENSION

SUB-RECIPIENT agrees to comply with 45 CFR Part 76.100 (Code of Federal Regulations), which provides that federal funds may not be used for any contracted services, if SUB-RECIPIENT is debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or agency.

I (We) certify to the best of my (our) knowledge and belief, that SUB-RECIPIENT named below and its principals:

1. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or agency;
2. Have not within a three (3)-year period preceding this proposal 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;
3. Are not presently indicted or otherwise criminally or civilly charged by a governmental entity (federal, state, or local) with commission of any of the offenses enumerated in paragraph (2) of this certification; and
4. Have not within a three (3)-year period preceding this application/proposal/agreement had one or more public transactions (Federal, State, or local) terminated for cause or default.

5. Shall notify COUNTY within ten (10) days of receipt of notification that SUB-RECIPIENT is subject to any proposed or pending debarment, suspension, indictments or termination of a public transaction.

6. Shall obtain a certification regarding debarment and suspension from all its contractors that will be funded through this Agreement.

7. Hereby agree to terminate immediately, any contractor's services that will be/are funded through this Agreement, upon discovery that the contractor is ineligible or voluntarily excluded from covered transactions by any federal department or agency.

8. **NEW:** On March 4, 2022, Governor Gavin Newsom issued Executive Order N-6-22 (EO) regarding economic sanctions against Russia and Russian entities and individuals. Each agency/department should carefully review their department issued contracts and promptly begin compliance efforts and any future contracts.

CITY OF SACRAMENTO POLICE DEPARTMENT,

BY: _____ DATE: _____

EXHIBIT E to Agreement
between the **COUNTY OF SACRAMENTO**,
hereinafter referred to as "**COUNTY**," and
CITY OF SACRAMENTO POLICE DEPARTMENT, hereinafter
referred to as "**SUB-RECIPIENT**"

COUNTY RESOLUTION FOR 2024 SHSGP

RESOLUTION NO. 2025-0604

**RETROACTIVE AUTHORITY TO ACCEPT THE FEDERAL FISCAL YEAR 2024
STATE HOMELAND SECURITY GRANT PROGRAM (SHSGP) IN THE AMOUNT
OF \$1,400,136 FOR THE PERIOD OF SEPTEMBER 1, 2024,
THROUGH MAY 31, 2027**

WHEREAS, the Sacramento County Board of Supervisors is the legal entity responsible to receive the Federal Fiscal Year 2024 State Homeland Security Grant Program (SHSGP) funding as administered by the California Governor's Office of Emergency Services (Cal OES) within the Sacramento Operational Area; and

WHEREAS, the Sacramento County Office of Emergency Services (Sac OES) is the local agency directed by the Board of Supervisors to be responsible for the day-to-day administration of SHSGP grant funds; and

WHEREAS, the Board approved the request of the Sacramento County Office of Emergency Services (Sac OES) to apply for the aforementioned grant within Resolution No. 2023-0977 on December 05, 2023; and

WHEREAS, grant program requirements specify that individuals or position titles be named as Authorized Agents to act on behalf of the governing body and the grant applicant with respect to actions necessary for the grant administration;

BE IT RESOLVED that the Chief of Sac OES, or her designee, is hereby retroactively authorized to accept 2024 SHSGP program funding in the amount of \$1,400,136 for the period of September 1, 2024 through May 31, 2027, and to apply for any additional funding for this program that may become available; and

BE IT FURTHER RESOLVED that the Board of Supervisors appoints the Chief of Sac OES, or her designee, as the Authorized Agent for the 2024 SHSGP Program and is hereby authorized to sign grant related documents; and

Retroactive Authority To Accept The Federal Fiscal Year 2024 State
Homeland Security Grant Program (SHSGP) In The Amount Of \$1,400,136
For The Period Of September 1, 2024, Through May 31, 2027
Page 2

BE IT FURTHER RESOLVED that the Chief of Sac OES, or her designee, is authorized to take appropriate actions allowed under the grant guidance and the Approval Authority, to carry out the intent of the grant, including; contracting with Sub-Recipients and vendors with the prior approval of County Counsel, to amend contract agreements, monetary decreases, to monetarily increase contracts up to the amount of the grant, to extend the term of the contracts, and to take any other actions necessary to ensure full and timely expenditure of the 2024 SHSGP grant.

On the motion by Supervisor Desmond, seconded by Supervisor Kennedy, the foregoing Resolution was passed and adopted by the Board of supervisors of the County of Sacramento, State of California, this 7th day of October, 2025, by the following vote, to wit:

- AYES: Supervisors Desmond, Hume, Kennedy, Rodriguez
 - NOES: None
 - ABSENT: Supervisor Serna
 - ABSTAIN: None
 - RECUSAL: None
- (PER POLITICAL REFORM ACT (§ 18702.5.))



ATTEST: Nichole Fe ON BEHALF OF
Clerk, Board of Supervisors

[Signature]
Chair of the Board of Supervisors
Of Sacramento County, California

FILED
BOARD OF SUPERVISORS
OCT 7 2025
BY [Signature]
Clerk of the Board

In accordance with Section 26183 of the Government Code
of the State of California a copy of this document has been
delivered to the Clerk of the Board of Supervisors, County
of Sacramento on October 6, 2025
By [Signature]
Deputy Clerk, Board of Supervisors

Resolution No.

Adopted by the Sacramento City Council

[DATE]

Grant: Fiscal Year 2024 State Homeland Security Grant Program (SHSGP) (Police)

BACKGROUND

- A. The Sacramento County Office of Emergency Services (SacOES) has awarded the Sacramento Police Department (SPD) a \$16,856 subaward from the Fiscal Year 2024 State Homeland Security Grant Program (SHSGP), which is federally funded through the US Department of Homeland Security. The funds will be used to purchase an unmanned aerial systems (UAS) tether to support public safety operations.

BASED ON THE FACTS SET FORTH IN THE BACKGROUND, THE CITY COUNCIL RESOLVES AS FOLLOWS:

- Section 1. The City Manager or designee is authorized to accept \$16,856 in Fiscal Year 2024 State Homeland Security Grant Program (SHSGP) funding.
- Section 2. The City Manager or designee is authorized to execute the Fiscal Year 2024 SHSGP grant agreement between the City and SacOES.
- Section 3. The City Manager or designee is authorized to establish the Fiscal Year 2024 SHSGP operating grant (G11015824) to implement the grant award.
- Section 4. The City Manager or designee is authorized to adjust the operating grant (Fund 2702) expense and revenue budgets by \$16,856.