

File ID: 2026-01192

6/23/2026

[Subaward Agreement] Sacramento County Sheriff's Office, Fiscal Year 2024 Sacramento Urban Area Security Initiative - Central California Intelligence Center (CCIC)

File ID: 2026-01192

Location: Citywide

Recommendation: Pass a **Motion** authorizing the City Manager or the designee to execute a subaward agreement with the County of Sacramento for Central California Intelligence Center (CCIC) / Fusion Center services through March 31, 2027, in an amount not-to-exceed \$793,280.

Contact: Dave Putman, Police Lieutenant, (916) 719-5935, dputman@pd.cityofsacramento.org, Police Department

Presenter: None

Attachments:

- 1-Description/Analysis
- 2-Subaward Agreement

Description/Analysis

Issue Detail: On February 4, 2025, the Sacramento City Council authorized acceptance of the Fiscal Year (FY) 2024 Urban Area Security Initiative Grant (Resolution 2025-0024) from the California Office of Emergency Services (CalOES). The UASI grant is a component of the federal Homeland Security Grant Program (Federal Assistance Listing #97.067), authorized in Section 2006 of the Homeland Security Act of 2002 (Act).

The purpose of the UASI program is to support high-threat, high-density federally recognized urban areas to build, sustain, and deliver the capabilities to prevent, prepare for, protect against, and respond to threats, hazards, and acts of terrorism.

CalOES, as authorized by federal grant guidance, administers federal UASI funding at the state level. As a fiscal agent for the grant program, the City is responsible for managing a \$2,820,672 local allocation and distributing funds among regional partners (subrecipients) and suppliers (procurement). The Sacramento Urban Area consists of Sacramento, El Dorado, Placer, and Yolo counties.

As a condition of the grant award, 30% of the funding received must be allocated to support law enforcement terrorism-prevention-oriented activities. To meet this requirement, the Sacramento Police Department (SPD) seeks City Council authorization to pass through federal grant funds to the Sacramento County Sheriff's Office for staffing of the Central California Intelligence Center (CCIC) - Regional Threat Assessment Center (CCIC) to carry out the provision of law enforcement services.

Policy Considerations: The recommendations contained in this report are consistent with Sacramento City Code 3.56.090, which requires City Council approval to award a contract of \$250,000 or more. This item is not subject to competitive bidding requirements, and it does not meet the definition of a procurement action as defined at Title 2, Part 200, Section 330 of the Code of Federal Regulations (2 CFR 200.330).

In addition, certain requirements of City Code are not applicable for the following reasons:

- 1) SCC Chapter 3.54 - County of Sacramento is a public entity (3.54.030(B))
- 2) SCC Chapter 3.58 - the County of Sacramento is subject to state and/or federal prevailing-wage laws (3.58.020(B)(5))
- 3) SCC Chapter 3.60 - the scope of work does not include maintenance or repair of public buildings or works (3.60.010)
- 4) SCC Chapter 3.62 - the County of Sacramento is a unit of local government (3.62.020 (C))

Economic Impacts: None.

Environmental Considerations:

California Environmental Quality Act (CEQA): This proposal does not constitute a "project" and is therefore exempt from the California Environmental Quality Act (CEQA) according CEQA guidelines Sections 15061(b)(3) and 15378(a).

Sustainability: Not applicable.

Commission/Committee Action: Not applicable.

Rationale for Recommendation: Section 2006 of the Homeland Security Act of 2002, as amended (6 USC § 607), requires that 30 percent of funding awarded under this program be used for Law Enforcement Terrorism Prevention Activities (LETPA). The services described in this agreement align with the allowable activities as described in 6 USC §607(a)(2)(A), (G), and (H). Specifically, 6 USC §607(a)(2)(G) includes as allowable activities, "establishing, enhancing, and staffing with appropriately qualified personnel state, local, and regional fusion centers." As defined in 6 USC 124 (j), a "fusion center" is "a collaborative effort of two or more federal, state, local or tribal government

agencies that combines resources, expertise, or information with the goal of maximizing the ability of such agencies to detect, prevent, investigate, apprehend, and respond to criminal or terrorist activity.”

The fusion center for the Sacramento region is the CCIC, which serves as a clearinghouse for intelligence analysis and information sharing for crimes and all-hazard threats for the Eastern District of California. The CCIC is designed to be an analytically driven fusion center that supports law enforcement information needs with an emphasis on terrorism intelligence. The Terrorism Liaison Officer Program, FBI - InfraGard Program, and the FBI’s Joint Terrorism Task Force missions are also supported by the CCIC.

The subaward will fund the following positions at the CCIC:

- Cyber and Intelligence Analysts
- Critical Infrastructure Protection Program Managers
- UASI Support Technician
- Deputy Director

These CCIC positions, as described in Exhibit C of the attached agreement, support the following CalOES-approved projects within the Sacramento region:

- Cybersecurity Network Vulnerability Testing
- Intelligence and Information Sharing
- Combatting Domestic Violent Extremism
- Enhancing Election Security

These approved projects are consistent with federal department of Homeland security grant guidance addressing national security priorities. These priorities include: 1) Enhancing Cybersecurity; 2) Enhancing the Protection of Soft Targets/Crowded Places; 3) Enhancing Information and Intelligence Sharing and Analysis; 4) Combatting Domestic Violent Extremism; and 5) Enhancing Election Security. The CCIC organization staffing costs detailed in the Exhibit C Subrecipient Workbook satisfy the mandatory 30 percent Law Enforcement Terrorism Prevention Activities grant program requirement.

Financial Considerations: This action will be fully funded through existing grant resources (Project #G11016924) and will not have any financial impact to the General Fund.

Local Business Enterprise (LBE): Not applicable.

CONTRACT #: _____
 CONTRACT NAME: Sacramento Regional Threat Assessment Center (CCIC)
 CONTRACT PROJECT #: G11016924
 DEPARTMENT: Police
 DIVISION: Homeland Security

**CITY OF SACRAMENTO
 SUBAWARD AGREEMENT**

THIS SUBAWARD AGREEMENT ("Agreement" or "Contract") is made and entered into by and between the **City of Sacramento**, a municipal corporation (the "City"), and **County of Sacramento, a political subdivision of the State of California** (the "Subrecipient"). In consideration of the mutual covenants set forth herein and the mutual benefits to be derived therefrom, the City and Subrecipient (each a "Party" and collectively, the "Parties") agree as follows:

I. GENERAL INFORMATION

§1.1 Federal Award Information

The "Federal award" (as such term is defined in the Code of Federal Regulations("CFR"), 2 CFR §200.1, and used in this Agreement) is the:

Grant Program Name	FY2024 Homeland Security Grant Program
FAIN #	EMW-2024-SS-00088
CFDA #	97.067
Federal Award Date	September 1, 2024

This is not a "Research & Development" award as defined in 2 CFR §200.1 and 200.331, and there is no "indirect cost rate" for this federal award as defined in 2 CFR §200.1 and 200.331.

The "Federal awarding agency" (as such term is defined in 2 CFR §200.1 and used in this Agreement) is the United States Department of Homeland Security, Federal Emergency Management Agency, Grants Program Directorate ("DHS").

The State of California, through its Governor's Office of Emergency Services ("CalOES"), acts as the "pass-through entity" (as such term is defined in 2 CFR §200.1 and used in this Agreement) for the subaward of the Federal award to the City for the benefit of the Sacramento Urban Area in the amount of \$ **2820672**.

§1.2 Subaward Information and Period of Performance

Subrecipient hereby accepts the following subaward ("Subaward") of the Federal award upon the terms and conditions set forth in this Agreement:

Subaward Amount	793280
-----------------	---------------

Period of Performance ("Term")	3/1/2026 through 4/30/2027
Subrecipient SAM Unique Entity Identifier	GMMDXLLDKSL5

The term of this Agreement shall be the "Term" as set forth in this Section 1.2.

§1.3 Parties and Notice

The Parties to this Agreement, and their respective representatives who are authorized to administer this Agreement and to whom formal notices, demands and communications shall be given are as follows:

Party:	City of Sacramento
Authorized Representative:	Dave Putman, Lieutenant
Authorized Department:	Police
Address:	5770 Freeport Blvd., Suite 100 Sacramento, CA 95822
Phone:	916-808-0539
E-Mail:	dputman@pd.cityofsacramento.org

Party:	County of Sacramento
Authorized Representative:	James Cooper, Sheriff
Authorized Department:	Sacramento County Sheriff's Office
Address:	4300 Orange Grove Blvd. Sacramento, CA 95841
Phone:	916-874-1325
E-mail:	jcooper@sacsheriff.com

Formal notices, demands, and communications to be given hereunder by either Party shall be made in writing and may be affected by personal delivery or by registered or certified mail, postage prepaid, return receipt requested and shall be deemed communicated as of the date of mailing. If the name of the person designated to receive the notices, demands or communications or the address of such person is changed, written notice shall be given, in accordance with this section, within five business days of said change.

§1.4 Authorities

Subrecipient warrants that it has obtained written authorization from its governing board or authorized body to execute this Agreement and accept and use the Subaward. Subrecipient further warrants that such written authorization specifies that Subrecipient, governing board or authorized body agree:

- A. That any liability arising out of the use of the Subaward, and any products or services purchased therefrom, shall be the responsibility of Subrecipient,

governing board or authorized body. City disclaims all liability as to the use of the Subaward, and any products of services purchased therefrom.

- B. That Subaward funds shall not be used to supplant expenditures controlled by governing board or authorized body.
- C. That the official executing this Agreement is authorized to do so.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

II. SUBAWARD TERMS AND CONDITIONS

§2.1 Summary of Requirements

By executing this Agreement, Subrecipient hereby agrees that it shall comply with all terms and conditions set forth in this Agreement, which includes all guidance, regulations and requirements (collectively, "Requirements") of the Federal awarding agency and CalOES that are applicable to a recipient and/or subrecipient of a Federal award or grant. Such Requirements are set forth in the following documents and incorporated herein by this reference:

- A. Department of Homeland Security FY2024 Homeland Security Grant Program Notice of Funding Opportunity ("DHS NOFO");
- B. FY 2024 DHS Standard Terms and Conditions ("DHS Standard Conditions") (**Exhibit A**);
- C. FEMA Information Bulletins ("IB");
- D. CalOES 2024 Homeland Security Grant Program California Supplement to the Federal Notice of Funding Opportunity ("CalOES Supplement"),
- E. CalOES 2024 Standard Assurances for All CalOES Federal Grant Programs ("CalOES Assurances") (**Exhibit B**);
- F. CalOES Grant Management Memos ("GMM"); and
- G. The cost principles, uniform administrative requirements and audit requirements for federal grant programs as housed in Title 2, Part 200 of the CFR and in updates issued by the Office of Management and Budget ("OMB") on <http://www.whitehouse.gov/omb/>.

Subrecipient hereby certifies that it has the institutional, managerial and financial capability to ensure proper planning, management and completion of its projects being funded by the Subaward.

§2.2 City Administrative Requirements

- A. Subrecipient acknowledges and agrees that the City is acting as a "pass-through entity" (as such term is defined in 2 CFR §200.74 and used in this Agreement) for this Subaward and that the City shall have the rights and obligations relating to this Subaward and its administration as set forth in this Agreement and in 2 CFR Part 200.
- B. The City shall provide Subrecipient with an electronic Workbook of Subrecipient's projects ("Subrecipient Workbook") (**Exhibit C**). The Workbook contains detailed listings of items and projects and the amount of Subaward funds allocated for such items and projects.

Subrecipient shall use the Subaward funds strictly in accordance with the Workbook, and any expenditures not so made shall be deemed disallowed under this Subaward.

Any request by Subrecipient to modify the Workbook must be made in writing and accompanied by a completed Modification Request Form, which is located in the Subrecipient Workbook, all required supporting documentation and a revised Workbook showing such modification.

Workbook modification requests must be submitted prior to deadlines set by the City. Inaccurate or incomplete requests shall be returned to the Subrecipient for revision. Subrecipient shall not expend any funds on modified Workbook items until such modification is approved by the City and CalOES.

- C. Subrecipient agrees that any equipment, product, service or activity funded with this Subaward shall comply with any and all technological and/or interoperability specifications and standards as may be approved by the Sacramento Urban Area region, and any such equipment, product, service or activity not so compliant shall be not eligible for funding by this Subaward.

Subrecipient shall further ensure that it retains from its contractors, subcontractors, and vendors all rights related to inventions, copyrightable materials, and data for which the Federal awarding agency and CalOES has rights to, as more fully set forth in 2 CFR §315 and Section 2.3.P. of this Agreement.

- D. Any "equipment" (as such term is defined in 2 CFR §200.33 and used in this Agreement) acquired or obtained with Subaward funds:
1. Shall be made available pursuant to applicable terms of the California Disaster and Civil Defense Master Mutual Aid Agreement in consultation with representatives of the various fire, emergency medical, hazardous materials response services, and law enforcement agencies within the jurisdiction of the Sacramento Urban Area, and deployed with personnel trained in the use of such equipment in a manner consistent with the California Law Enforcement Mutual Aid Plan or the California Fire Services and Rescue Mutual Aid Plan;
 2. Shall be consistent with needs as identified in the State Homeland Security Strategy and will be deployed in conformance with that Strategy; and
 3. Shall have a Sacramento Urban Area identification decal affixed to it.

Subrecipient shall take a physical inventory of all equipment acquired or obtained with Subaward funds and reconcile the results with equipment records at least once every year.

- E. This Subaward is not a "fixed amount award" as such term is defined in 2CFR §200.45. Subrecipient agrees that disbursement of this Subaward to Subrecipient shall be made on a reimbursement method. If Subrecipient requests advance payment of Subaward funds, Subrecipient shall comply with, and provide

evidence to the City of compliance with, the criteria and obligations related to the use of advance payments as set forth in 2 CFR §200.305 as well as satisfying any other City and CalOES requirements for advance payments.

In requesting reimbursement from Subaward funds, Subrecipient shall provide to the City a completed Reimbursement Request Form, which is located in the Subrecipient Workbook, along with invoices, purchase orders, proof of delivery, proof of payment and payroll records, timesheets, receipts and any other supporting documentation necessary to fully and accurately describe the expenditure of funds for which reimbursement from the Subaward is requested (collectively, the "Reimbursement Request").

All such supporting documentation for the Reimbursement Request shall satisfy applicable Federal, State and City audit and review standards and requirements. Such documentation shall be prepared at the sole expense and responsibility of Subrecipient, and the City and the Subaward will not reimburse the Subrecipient for any costs incurred for such preparation.

The City reserves the right to request additional supporting documentation to substantiate costs incurred at any time. Inaccurate and/or incomplete Reimbursement Requests shall be returned to Subrecipient for revision.

The City shall forward Reimbursement Requests to CalOES for payment within thirty (30) days of receipt, provided such request is deemed accurate and complete. The City shall reimburse Subrecipient within thirty (30) days of its receipt of funds from CalOES.

Final Reimbursement Requests for this Subaward must be received by the City no later than **30** days following the end of the Term to allow the City sufficient time to complete close-out activities for this Subaward (the "Reimbursement Deadline").

After the Reimbursement Deadline, any unexpended Subaward funds may be re-directed to other needs across the Sacramento Urban Area region. The City will notify Subrecipient, in writing, when unexpended Subaward funds may be re-directed.

- F. Subrecipient acknowledges that the City makes no commitment to disburse Subaward funds beyond the terms set forth herein and that funding for all periods during the Subaward Term is subject to the continuing availability to the City of federal funds for this Subaward from CalOES and the Federal awarding agency. This Agreement may be terminated immediately upon written notice to Subrecipient of any loss or reduction of Subaward funds.

§2.3 DHS and CalOES Requirements

Subrecipient shall comply with all Requirements promulgated by DHS (which is the Federal awarding agency for this Subaward) and CalOES which are applicable to this Subaward and set forth in Section 2.1. Some of these DHS and CalOES Requirements are set forth below in this Section 2.3.

- A. Subrecipient will not use Subaward funds to supplant (replace) funds that have been budgeted for the same purpose through non-federal sources. Upon request by the City, CalOES and/or the Federal awarding agency, Subrecipient shall be required to demonstrate and document that a reduction in non-Federal resources occurred for reasons other than the receipt or expected receipt of Subaward funds. Subrecipient shall not charge any costs allocable under this Subaward to any other Federal award to overcome fund deficiencies, to avoid restrictions imposed by Federal statutes, regulations, or terms and conditions of Federal awards, or for other reasons. Subrecipient shall not be delinquent in the repayment of any Federal debt. Subrecipient must request instruction from the City and CalOES for proper disposition of any original or replacement equipment acquired with Subaward funds.
- B. Subrecipient shall comply with the requirement of 31 U.S.C. Section 3729-3733, which sets forth that no subgrantee, recipient or subrecipient of federal funds or payments shall submit a false claim for payment, reimbursement or advance. Subrecipient agrees to be subject to the administrative remedies as found in 38 U.S.C. Section 3801-3812 for violations of this requirement.
- C. Subrecipient shall comply with the provisions of *DHS Specific Acknowledgements and Assurances* section set forth in the DHS Standard Conditions and the *Reporting Accusations and Findings of Discrimination* section of the CalOES Assurances.
- D. Subrecipient shall comply with the provisions of the *Lobbying and Political Activities* section set forth in the CalOES Assurances. In connection thereto, Subrecipient hereby certifies that:
 - 1. No Federal appropriated funds have been paid or will be paid, by or on behalf of Subrecipient, 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.
 - 2. 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, Subrecipient shall complete and submit Standard Form-LLL "Disclosure Form to Report Lobbying" in accordance with its instructions.

3. Subrecipient 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.

Subrecipient shall comply with provisions of the Hatch Act (5 U.S.C. §1501-1508 and §7324-7328) which limits the political activities of employees whose principal employment activities are funded in whole or in part with federal funds.

- E. As required by Executive Orders (EO) 12549 and 12689, and 2 CFR §200.213 and codified in 2 CFR Part 180, Subrecipient shall provide protection against waste, fraud and abuse by debarring or suspending those persons deemed irresponsible in their dealings with the Federal government. Subrecipient hereby certifies that it 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-year period preceding this Agreement 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 for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph 2.3.E.2. above; and
 4. Have not within a three-year period preceding this Agreement had one or more public transactions (Federal, State, or local) terminated for cause or default.
- F. Subrecipient shall comply with the Drug-Free Workplace Act of 1988 (41 U.S.C. §701 et seq.) which is adopted at 2 CFR Part 3001. In connection thereto, Subrecipient hereby certifies that it will or will continue to provide a drug-free workplace and a drug-free awareness program as outlined in such Act.
- G. Subrecipient shall comply with all Federal statutes relating to non-discrimination,

including, without limitation, those statutes and provisions set forth in the *Non-Discrimination and Equal Employment Opportunity* section of the CalOES Assurances.

Subrecipient hereby certifies that it will comply with the Americans with Disabilities Act, 42 U.S.C. §12101 *et seq.*, and its implementing regulations (ADA), the Americans with Disabilities Act Amendments Act of 2008 (ADAAA), Pub. L. 110-325 and all subsequent amendments, Section 504 of the Rehabilitation Act of 1973 (Rehab. Act), as amended, 29 U.S.C. 794 and 24 CFR Parts 8 and 9, the Uniform Federal Accessibility Standards (UFAS), 24 CFR, Part 40, and the Fair Housing Act, 42 U.S.C. 3601, *et seq.*; 24 CFR Parts 100, 103, and 104 (FHA) and all implementing regulations. Subrecipient will provide reasonable accommodations to allow qualified individuals with disabilities to have access to and to participate in its programs, services and activities in accordance with the provisions of the ADA, the ADAAA, the Rehab Act, the UFAS and the FHA and all subsequent amendments.

Subrecipient will not discriminate against persons with disabilities or against persons due to their relationship to or association with a person with a disability. Any contract entered into by Subrecipient (or any subcontract thereof), relating to this Agreement, to the extent allowed hereunder, shall be subject to the provisions of this paragraph.

- H. Subrecipient shall comply with the provisions set forth in the *Environmental Standards* section of the CalOES Assurances.
- I. Subrecipient shall comply with the provisions set forth in the *Reporting-Accountability* section of the CalOES Assurances, which relate to compliance with the Federal Funding Accountability and Transparency Act and statutory requirements for whistleblower protections.
- J. Subrecipient shall comply with the provisions set forth in the *Human Trafficking* section of the CalOES Assurances, which relate to compliance with the Trafficking Victims Protection Act (TVPA) of 2000.
- K. Subrecipient shall comply with the provisions set forth in the *Labor Standards* section and *Worker's Compensation* section of the CalOES Assurances, which relate to compliance with various Federal statutes regarding labor standards and State worker's compensation requirements.
- L. Subrecipient shall comply with the provisions set forth in the *Property- Related* section of the CalOES Assurances and the provisions applicable to construction projects as set forth in the *Certifications Applicable to Federally Funded Construction Projects* section of the CalOES Assurances.
- M. Subrecipient acknowledges the applicability of the Freedom of Information Act and the California Public Records Act to certain information as more fully set

forth in the *Freedom of Information Act* section of the CalOES Assurances.

- N. Subrecipient shall comply with the provisions set forth in the *Best Practices for Collection and Use of Personally Identifiable Information (PII)* section of the CalOES Assurances.
- O. Subrecipient shall comply with the provisions set forth in the *Acknowledgement of Federal Funding from DHS and Use of DHS Seal, Logo and Flags* section of the CalOES Assurances, which relate to requirements for acknowledging the use of federal funds and obtaining approval for use of various DHS seals and logos.
- P. Subrecipient shall affix applicable copyright notices as required under the *Copyright* section of the CalOES Assurances and shall comply with and be subject to the provisions set forth in the *Patents and Intellectual Property Rights* section of the DHS Standard Conditions and the CalOES Assurances.
- Q. If the total value of Subrecipient's currently active grants, cooperative agreements, and procurement contracts from all Federal assistance office exceeds \$10,000,000 for any period of time during the period of performance of this Subaward, Subrecipient shall comply with the provisions set forth in the *Reporting of Matters Related to Recipient Integrity and Performance* section of the DHS Standard Conditions and the CalOES Assurances.
- R. Subrecipient shall comply with the SAFECOM Guidance for Emergency Communication Grants when using Subaward funds in connection with emergency communication equipment, including provisions on technical standards that ensure and enhance interoperable communications.
- S. Subrecipient shall establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest or personal gain. Subrecipient shall comply with all Federal and State conflict of interest laws and regulations.
- T. Subrecipient shall comply with California Vehicle Code sections 23123 and 23123.5, and the provisions set forth in the *Use of Cellular Device While Driving is Prohibited* section of the CalOES Assurances.
- U. Subrecipient must ensure that any project activities carried on outside the United States are coordinated as necessary with appropriate government authorities and that appropriate licenses, permits, or approvals are obtained.
- V. Subrecipient shall comply with the provisions set forth in the following sections of the DHS Standard Conditions and the CalOES Assurances; (1) *Energy Policy and Conservation Act*, (2) *Hotel and Motel Fire Safety Act of 1990*, (3) *Terrorist Financing E.O. 13224*, (4) *USA Patriot Act of 2001*, (5) *Fly America Act of 1974*,

and (6) Whistleblower Protections and Whistleblower Protection Act.

W. Subrecipient acknowledges and shall comply with the following Special Conditions and Corrective Actions applicable to this Subaward:

1. Subaward funding is subject to restricted drawdown for the duration of the Term;
2. Subrecipient shall submit sufficient documentation to support expenditures prior to reimbursement or advance of funds. Documentation must include invoices, timesheets, evidence supporting overtime and backfill costs, cancelled checks or other proof of payment, and copies of related contracts (See §2.2.E).
CalOES may request additional procurement material. CalOES will not issue reimbursement or advance payment until the documentation is reviewed and the payment is determined to be adequately supported;
3. Failure to comply with these conditions may result in disallowed costs or additional restrictions on current and future subaward funding, pursuant to 2 CFR §200.205 and §200.338.

§2.4 Uniform Requirements for Federal Awards

Subrecipient acknowledges that this Subaward is a "Federal award" as such term is defined in 2 CFR §200.1 and that Subrecipient's use of this Subaward is subject to the uniform administrative requirements, cost principles, and audit requirements for Federal awards which are codified in 2 CFR Part 200 (the "Uniform Requirements"). Subrecipient agrees that it is considered a "non-Federal entity" and a "subrecipient" as such terms are defined in 2 CFR §§200.69 and 200.93, respectively. Thus, Subrecipient hereby agrees to comply with, and be subject to, all provisions, regulations and requirements applicable to a "subrecipient" and a "non-Federal entity" as set forth in the Uniform Requirements. Further, Subrecipient agrees that the City and CalOES are each a "pass-through entity" as such term is defined in 2 CFR §200.1 and that each of them shall have the rights and remedies of a "pass-through entity" in relation to this Subaward and Subrecipient as set forth in the Uniform Requirements.

Without limitation, some of these Uniform Requirements are set forth below in this Section 2.4.

- A. Subrecipient shall disclose to the City any potential conflict of interest in connection to this Subaward and its use in accordance with 2 CFR §200.112.
- B. Subrecipient shall comply with the mandatory disclosure requirements for violations of Federal criminal law involving fraud, bribery, or gratuity as set forth in 2 CFR §200.113.

- C. Subrecipient acknowledges that the City may impose additional specific conditions to this Subaward in accordance with 2 CFR §200.207, and Subrecipient shall comply with such conditions, including, but not limited to, the sampling of procurements and equipment to ensure grant compliance during the City's bi-annual monitoring. Subrecipient shall also submit any annual certifications and representations deemed required by the City in accordance with 2 CFR §200.208.
- D. **Financial Management and Internal Controls**
Subrecipient shall comply with the requirements for a non-Federal entity regarding financial management and the establishment of a financial management system, all as more fully set forth in 2 CFR §200.302. Further, Subrecipient shall comply with the requirements set forth in 2 CFR §200.303, which relate to certain obligations required of Subrecipient to maintain internal controls over the use of this Subaward.
Subrecipient shall complete and submit a Grants Management Assessment Questionnaire to the City (**Exhibit D**) to inform the City of potential risks of non-compliance with respect to the terms and conditions of this Subaward.
- E. In the event this Subaward requires cost sharing or matching of funds from Subrecipient, Subrecipient shall comply with the cost sharing and matching requirements set forth in 2 CFR §200.306.
- F. Subrecipient shall comply with the requirements relating to program income as more fully set forth in 2 CFR §200.307.
- G. **Property Standards**
When property (real, tangible or intangible) is, in whole or in part, improved, developed, purchased or otherwise acquired with Subaward funds, Subrecipient shall comply with the regulations set forth in 2 CFR §200.310 through 200.316 ("Property Regulations"). These Property Regulations include, without limitation, provisions related to the following:
1. Requirements for insurance coverage for real property and equipment.
 2. Requirements for title, use, disposition and transfer of title of "real property" (as defined in 2 CFR §200.1).
 3. Regulations involving Federally owned and exempt property.
 4. Requirements for title, use, management (including recordkeeping, inventory, control systems and maintenance procedures), and disposition of "equipment" (as defined in 2 CFR §200.1).
 5. Requirements for title, use and disposition of "supplies" (as defined in 2 CFR §200.1).

6. Requirements for title, rights, use and disposition of "intangible property" (as defined in 2 CFR §200.1). Such requirements include, without limitation:
 - a. A reservation of rights by the Federal awarding agency to a royalty-free, non-exclusive and irrevocable right to use certain copyrighted work or work subject to copyright;
 - b. The rights of the Federal government to data produced under the Subaward;
 - c. The applicability of the Freedom of Information Act to certain research data produced or acquired under the Subaward; and
 - d. Subrecipient's compliance with applicable regulations governing patents and inventions, including government wide regulations codified at 37 CFR Part 401. Subrecipient agrees that it shall hold in trust all real property, equipment and intangible property acquired, developed or improved with Subaward funds in accordance with the provisions set forth in 2 CFR §200.316.

H. Procurement and Contracting Regulations

When procuring and/or contracting for property and/or services that are to be paid or reimbursed by any amount of Subaward funds, Subrecipient shall comply with all regulations applying to "non-Federal entities" as set forth in 2 CFR §200.318 through 200.326 (the "Procurement Regulations"). These Procurement Regulations include, without limitation, provisions requiring the following:

1. Documentation and use of procurement procedures in compliance with Procurement Regulations.
2. Contracting oversight and maintenance of written standards of conduct covering conflicts of interest.
3. Compliance with federal standards regarding procurement and award of contracts, competition, and procurement methods.
4. Affirmative steps required to encourage contracting with small and minority businesses, women's business enterprises, and labor surplus area firms.
5. Compliance with Section 6002 of the Solid Waste Disposal Act in the procurement of recovered materials.
6. Requirement to perform a cost or price analysis in connection with procurements.
7. Bonding requirements.
8. Requirement to make procurement documentation available for review by the City, CalOES and the Federal awarding agency.

In addition, Subrecipient must include in all of its contracts paid or reimbursed

in whole or in part with Subaward funds the provisions set forth in Appendix II to 2 CFR Part 200 (Contract Provisions for non- Federal Entity Contracts under Federal Awards) as required by 2 CFR §200.326.

I. Financial and Performance Monitoring and Reporting

Subrecipient shall comply with the monitoring requirements for a non- Federal entity as set forth in 2 CFR §200.328, which requires the Subrecipient to oversee and monitor activities supported by the Grant to assure compliance with applicable Federal requirements and performance expectations.

Further, Subrecipient shall comply with the financial and performance reporting requirements for a non-Federal entity as set forth in 2 CFR §200.327 to 200.329 and any other reporting requirements that may be promulgated by the Federal awarding agency, CalOES or the City in accordance with such regulations. Such reporting requirements include the provision of any information required for the assessment or evaluation of any activities funded by the Subaward and the reporting of information related to real property in which the Federal government retains an interest.

Subrecipient acknowledges that the City, as a "pass-through entity," may make various findings, determinations, evaluations and reports regarding Subrecipient and its use of Subaward funds, as set forth in 2 CFR §200.330 to 200.332. In accordance with such regulations, Subrecipient shall comply with, and timely grant to the City and its auditors, any monitoring requests, requests for on-site access to facilities, equipment and personnel, and requests for any other information as may be authorized under such regulations. Subrecipient shall also timely grant to the City and its auditors' access to Subrecipient's records and financial statements as required under 2 CFR §200.331(a)(5). In addition, Subrecipient shall comply with any conditions that may be placed upon Subrecipient as part of the City's risk evaluation of Subrecipient under 2 CFR §200.331(b).

J. Record Retention and Access

Subrecipient shall comply with all records retention, maintenance, storage, transmission, and collection requirements applicable to a non-Federal entity as set forth in 2 CFR §200.333 to 200.335.

In accordance with the provisions set forth in 2 CFR §200.336, Subrecipient hereby grants the Federal awarding agency, the Inspectors General, the Comptroller General of the United States, CalOES, and the City, or any of their authorized representatives, the right of access to any documents, papers, or other records of Subrecipient which are pertinent to the Subaward, in order to make audits, examinations, excerpts, and transcripts. This right also includes timely and reasonable access to Subrecipient's personnel for the purpose of interview and discussion related to such documents. These access rights shall not be

limited to any required record retention period, but last as long as the records are retained, and access shall not otherwise be limited unless as specifically permitted under 2 CFR §200.336 to 200.337.

Subrecipient shall require any of its subrecipients, contractors, successors, transferees and assignees to acknowledge and agree to comply with the provisions of this Section.

K. Cost Principles

Subrecipient shall comply with the cost principles for federal awards as set forth in 2 CFR Part 200 Subpart E ("Cost Principles"). Subrecipient acknowledges and agrees that any costs incurred by Subrecipient may only be charged to or reimbursed by Subaward funds if it is incurred in compliance with all Requirements for the Subaward and is also deemed allowable and allocable under the Subaward in accordance with the provisions set forth in the Cost Principles.

L. Audit Requirements

By virtue of using Subaward funds, Subrecipient acknowledges and agrees that it is subject to the provisions set forth in 2 CFR Part 200 Subpart F ("Audit Requirements"). Subrecipient shall comply with all provisions applicable to a non-Federal entity and an "auditee" (as defined in 2 CFR §200.1) as set forth in such Audit Requirements, including the requirement to conduct a single audit if applicable.

M. Closeout and Post Closeout

Subrecipient shall comply with the obligations applicable to a non-Federal entity as it pertains to the closeout of this Subaward as set forth in 2 CFR §200.343. Subrecipient acknowledges and agrees that it shall continue to comply with the post closeout obligations set forth in 2 CFR §200.344 after closeout of the Subaward and expiration of the Term of this Agreement.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

III. STANDARD PROVISIONS

§3.1 Independent Party

Subrecipient is acting hereunder as an independent party, and not as an agent or employee of the City. No employee of Subrecipient is, or shall be, an employee of the City by virtue of this Agreement, and Subrecipient shall so inform each employee organization and each employee who is hired or retained under this Agreement. Subrecipient shall not represent or otherwise hold out itself or any of its directors, officers, partners, employees, or agents to be an agent or employee of the City by virtue of this Agreement.

§3.2 Construction of Provisions and Titles Herein

All titles, subtitles, or headings in this Agreement have been inserted for convenience and shall not be deemed to affect the meaning or construction of any of the terms or provisions hereof. The language of this Agreement shall be construed according to its fair meaning and not strictly for or against either party. The word "Subrecipient" herein and in any amendments hereto includes the party or parties identified in this Agreement. The singular shall include the plural. If there is more than one Subrecipient as identified herein, unless expressly stated otherwise, their obligations and liabilities hereunder shall be joint and several. Use of the feminine, masculine, or neuter genders shall be deemed to include the genders not used.

§3.3 Applicable Law, Interpretation and Enforcement

Each party's performance hereunder shall comply with all applicable laws of the United States of America, the State of California, the County of Sacramento and the City of Sacramento, including but not limited to, laws regarding health and safety, labor and employment, wage and hours and licensing laws which affect employees. This Agreement shall be enforced and interpreted under the laws of the State of California without regard to conflict of law principles. Subrecipient shall comply with new, amended, or revised laws, regulations, and/or procedures that apply to the performance of this Agreement.

In any action arising out of this Agreement, Subrecipient consents to personal jurisdiction, and agrees to bring all such actions, exclusively in state and federal courts located in Sacramento County, California.

If any part, term or provision of this Agreement shall be held void, illegal, unenforceable, or in conflict with any law of a federal, state or local government having jurisdiction over this Agreement, the validity of the remaining parts, terms or provisions of this Agreement shall not be affected thereby.

§3.4 Integrated Agreement

This Agreement sets forth all of the rights and duties of the parties with respect to the

subject matter hereof, and replaces any and all previous agreements or understandings, whether written or oral, relating thereto. This Agreement may be amended only as provided for herein.

§3.5 Excusable Delays

In the event that performance on the part of any party hereto shall be delayed or suspended as a result of circumstances beyond the reasonable control and without the fault and negligence of said party, none of the parties shall incur any liability to the other parties as a result of such delay or suspension.

Circumstances deemed to be beyond the control of the parties hereunder shall include, but not be limited to, acts of God or of the public enemy; insurrection; acts of the Federal Government or any unit of State or Local Government in either sovereign or contractual capacity; fires; floods; epidemics; quarantine restrictions; strikes, freight embargoes or delays in transportation; to the extent that they are not caused by the party's willful or negligent acts or omissions and to the extent that they are beyond the party's reasonable control.

§3.6 Breach

Except for excusable delays as described in §3.5 herein, if any party fails to perform, in whole or in part, any promise, covenant, or agreement set forth herein, or should any representation made by it be untrue, any aggrieved party may avail itself of all rights and remedies, at law or equity, in the courts of law. Said rights and remedies are cumulative of those provided for herein except that in no event shall any party recover more than once, suffer a penalty or forfeiture, or be unjustly compensated.

§3.7 Prohibition Against Assignment or Delegation

Subrecipient may not, unless it has first obtained the written permission of the City:

- A. Assign or otherwise alienate any of its rights hereunder, including the right to payment; or
- B. Delegate, subcontract, or otherwise transfer any of its duties hereunder.

§3.8 Indemnification

Each of the parties to this Agreement is a public entity. In contemplation of the provisions of Section 895.2 of the Government Code of the State of California imposing certain tort liability jointly upon public entities, solely by reason of such entities being parties to an Agreement as defined by Section 895 of said Code, the parties hereto, as between themselves, pursuant to the authorization contained in Sections 895.4 and 895.6 of said Code, will each assume the full liability imposed upon it or upon any of its officers, agents, or employees by law, for injury caused by

a negligent or wrongful act or omission occurring in the performance of this Agreement, to the same extent that such liability would be imposed in the absence of Section 895.2 of said Code. To achieve the above- stated purpose, each party indemnifies and holds harmless the other party solely by virtue of said Section 895.2. The provision of Section 2778 of the California Civil Code is made a part hereto as if fully set forth herein. Subrecipient certifies that it has adequate self-insured retention of funds to meet any obligation arising from this Agreement.

- A. Notwithstanding the provisions of §1.4(A) above, pursuant to Government Code Sections 895.4 and 895.6, the Parties shall each assume the full liability imposed upon it, or any of its officers, agents or employees, by law for injury caused by any negligent or wrongful act or omission occurring in the performance of this Agreement.
- B. Each party indemnifies and holds harmless the other party for any loss, costs, or expenses that may be imposed upon such other party by virtue of Government Code section 895.2, which imposes joint civil liability upon public entities solely by reason of such entities being parties to an agreement, as defined by Government Code section 895.
- C. In the event of third-party loss caused by negligence, wrongful act or omission by both Parties, each party shall bear financial responsibility in proportion to its percentage of fault as may be mutually agreed or judicially determined. The provisions of Civil Code Section 2778 regarding interpretation of indemnity agreements are hereby incorporated.

§3.9 Subcontractor Assurances

Subrecipient shall contractually obligate all its contractors, subcontractors and vendors funded by Subaward funds as may be required to ensure that Subrecipient can comply with all the Requirements and other provisions of this Agreement.

§3.10 Remedies for Noncompliance

Subrecipient acknowledges and agrees that, in the event Subrecipient fails to comply with the terms and conditions of this Agreement or with any Requirements referenced in Section 2.1 above, the Federal awarding agency, CalOES or the City shall have the right to take one or more of the actions set forth in 2 CFR §200.338.

Such actions may include, without limitation, the withholding of cash payments, suspension and/or termination of the Subaward, and the disallowing of certain costs incurred under the Subaward.

Any costs incurred by Subrecipient during a suspension or after termination of the Subaward shall not be considered allowable under the Subaward unless allowed

under 2 CFR §200.342.

Subrecipient shall be liable to the Federal awarding agency, CalOES and the City for any Subaward funds the Federal awarding agency or CalOES determines that Subrecipient used in violation of any Requirements reference in Section 2.1 above, and Subrecipient shall indemnify and hold harmless the City for any sums the Federal awarding agency or CalOES determines Subrecipient used in violation of such Requirements.

Subrecipient shall be granted the opportunity to object to and challenge the taking of any remedial action by the Federal awarding agency, CalOES or the City in accordance with the provisions set forth in 2 CFR §200.341.

§3.11 Termination

Subrecipient acknowledges and agrees that the Subaward, and any obligation to disburse to or reimburse Subrecipient in connection thereto, may be terminated in whole or in part by the Federal awarding agency, CalOES or the City as set forth in 2 CFR §200.339. Subrecipient shall have the right to terminate the Subaward only as set forth in 2 CFR §200.339.

In the event the Subaward is terminated, all obligations and requirements of this Agreement and the Grant shall survive and continue in full force and effect in connection with any portion of the Subaward remaining prior to such termination, including, without limitation, the closeout and post closeout requirements set forth in this Agreement.

§3.12 Amendments

Any change in the terms of this Agreement, including the performance period of the Subaward and any increase or decrease in the amount of the Subaward, which are agreed to by the City and Subrecipient shall be incorporated into this Agreement by a written amendment properly executed and signed by the person authorized to bind the Parties thereto.

§3.13 Complete Agreement

This Agreement sets forth all the rights and duties of the Parties with respect to the subject matter hereof, and replaces any and all previous agreements or understandings, whether written or oral, relating thereto. This Agreement may be amended only as provided for herein and neither verbal agreement nor conversation with any officer or employee of either party shall affect or modify any of the terms and conditions of this Agreement.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the City and Subrecipient have caused this Subaward Agreement to be executed by their duly authorized representatives.

CITY OF SACRAMENTO

A Municipal Corporation

By: _____

Print name: _____

Title: _____

For: Maraskeshia Smith, City Manager

ATTEST:

City Clerk

APPROVED AS TO FORM:



City Attorney

Attachments

- Exhibit A DI-IS Standard Terms and Conditions
- Exhibit B CalOES Assurances
- Exhibit C Budget Detail and Deliverables
- Exhibit D Grants Management Assessment Form
- Exhibit E Additional Federal Terms
- Exhibit F Activity Survey
- Exhibit G FMFW

Special Note: The activities identified in the Contract Activity Survey and the Deliverables identified in the Personnel Breakdown spreadsheet, must link to each other.

SUBRECIPIENT:

County of Sacramento

Subrecipient Name

GMMDXLLDKSLS

SAM Unique Entity Identification Number


Signature of Authorized Person


Print Name and Title

Additional Signature *(if required)*

Print Name and Title

Exhibit A

FY 2024 DHS STANDARD TERMS AND CONDITIONS

The Fiscal Year (FY) 2024 Department of Homeland Security (DHS) Standard Terms and Conditions apply to all new federal awards of federal financial assistance (federal awards) for which the federal award date occurs in FY 2024 and flow down to subrecipients unless a term or condition specifically indicates otherwise. For federal awards that may involve continuation awards made in subsequent FYs, these FY 2024 DHS Standard Terms and Conditions will apply to the continuation award unless otherwise specified in the terms and conditions of the continuation award. The United States has the right to seek judicial enforcement of these terms and conditions.

All legislation and digital resources are referenced with no digital links. These FY 2024 DHS Standard Terms and Conditions are maintained on the DHS website at <https://www.dhs.gov/publication/fy15-dhs-standard-terms-and-conditions>.

A. Assurances, Administrative Requirements, Cost Principles, Representations, and Certifications

- I. Recipients must complete either the Office of Management and Budget (OMB) Standard Form 424B Assurances – Non- Construction Programs, or OMB Standard Form 424D Assurances – Construction Programs, as applicable. Certain assurances in these documents may not be applicable to your program and the DHS financial assistance office (DHS FAO) may require applicants to certify additional assurances. Applicants are required to fill out the assurances as instructed by the federal awarding agency.

B. General Acknowledgements and Assurances Recipients are required to follow the applicable provisions of the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards in effect as of the federal award date and located at 2 C.F.R. Part 200 and adopted by DHS at 2 C.F.R. § 3002.10.

All recipients and subrecipients must acknowledge and agree to provide DHS access to records, accounts, documents, information, facilities, and staff pursuant to 2 C.F.R. § 200.337.

- I. Recipients must cooperate with any DHS compliance reviews or compliance investigations.
- II. Recipients must give DHS access to examine and copy records, accounts, and other documents and sources of information related to the federal financial assistance award and permit access to facilities and personnel.
- III. Recipients must submit timely, complete, and accurate reports to the appropriate DHS officials and maintain appropriate backup documentation to support the reports.
- IV. Recipients must comply with all other special reporting, data collection, and evaluation requirements required by law, federal regulation, Notice of Funding Opportunity, federal award specific terms and conditions, and/or federal awarding agency program guidance.
- V. Recipients must complete the DHS Civil Rights Evaluation Tool within thirty (30) days of receiving the Notice of Award for the first award under which this term applies. Recipients of multiple federal awards from DHS should only submit one completed tool for their organization, not per federal award. After the initial submission, recipients are required to complete the tool once every two (2) years if they have an active federal award, not every time a federal award is made. Recipients must submit the completed tool, including supporting materials, to CivilRightsEvaluation@hq.dhs.gov. This tool clarifies the civil rights obligations and related reporting requirements contained in these DHS Standard Terms and

FY 2024 DHS STANDARD TERMS AND CONDITIONS

Conditions. Subrecipients are not required to complete and submit this tool to DHS. The evaluation tool can be found at <https://www.dhs.gov/publication/dhs-civil-rights-evaluation-tool>. DHS Civil Rights Evaluation Tool | Homeland Security

The DHS Office for Civil Rights and Civil Liberties will consider, in its discretion, granting an extension to the 30-day deadline if the recipient identifies steps and a timeline for completing the tool. Recipients must request extensions by emailing the request to CivilRightsEvaluation@hq.dhs.gov prior to expiration of the 30-day deadline.

C. Standard Terms & Conditions

I. Acknowledgement of Federal Funding from DHS

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

II. Activities Conducted Abroad

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

III. Age Discrimination Act of 1975

Recipients must comply with the requirements of the Age Discrimination Act of 1975, Pub. L. No. 94-135 (codified as amended at 42 U.S.C. § 6101 *et seq.*), which prohibits discrimination on the basis of age in any program or activity receiving federal financial assistance.

IV. Americans with Disabilities Act of 1990

Recipients must comply with the requirements of Titles I, II, and III of the Americans with Disabilities Act, Pub. L. No. 101-336 (1990) (codified as amended at 42 U.S.C. §§ 12101– 12213), which prohibits recipients from discriminating on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities.

V. Best Practices for Collection and Use of Personally Identifiable Information

Recipients who collect personally identifiable information (PII) as part of carrying out the scope of work under a federal award are required to have a publicly available privacy policy that describes standards on the usage and maintenance of the PII they collect. 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. Recipients may also find the DHS Privacy Impact Assessments: Privacy Guidance and Privacy Template as useful resources respectively.

VI. Civil Rights Act of 1964 – Title VI

Recipients must comply with the requirements of Title VI of the Civil Rights Act of 1964, Pub. L. No. 88-352 (codified as amended at 42 U.S.C. § 2000d *et seq.*), which provides that no person in the United States will, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance. DHS implementing regulations for the Act are found at 6 C.F.R. Part 21. Recipients of an award from the Federal Emergency Management Agency (FEMA) must also comply with FEMA's implementing regulations at 44 C.F.R. Part 7.

FY 2024 DHS STANDARD TERMS AND CONDITIONS

VII. Civil Rights Act of 1968

Recipients must comply with Title VIII of the Civil Rights Act of 1968, Pub. L. No. 90-284 (codified as amended at 42 U.S.C. § 3601 *et seq.*) which prohibits recipients from discriminating in the sale, rental, financing, and advertising of dwellings, or in the provision of services in connection therewith, on the basis of race, color, national origin, religion, disability, familial status, and sex, as implemented by the U.S. 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. Part 100, Subpart D.)

VIII. 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.

IX. Debarment and Suspension

Recipients must comply with the non-procurement debarment and suspension regulations implementing Executive Orders (E.O.) 12549 and 12689 set forth at 2 C.F.R. Part 180 as implemented by DHS at 2 C.F.R. Part 3000. These regulations prohibit recipients from entering into covered transactions (such as subawards and contracts) with certain parties that are debarred, suspended, or otherwise excluded from or ineligible for participation in federal assistance programs or activities.

X. Drug-Free Workplace Regulations

Recipients must comply with drug-free workplace requirements in Subpart B (or Subpart C, if the recipient is an individual) of 2 C.F.R. Part 3001, which adopts the Government-wide implementation (2 C.F.R. Part 182) of the Drug-Free Workplace Act of 1988 (41 U.S.C. §§ 8101-8106).

XI. Duplicative Costs

Recipients 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.

XII. Education Amendments of 1972 (Equal Opportunity in Education Act) – Title IX

Recipients must comply with the requirements of Title IX of the Education Amendments of 1972, Pub. L. No. 92-318 (codified as amended at 20 U.S.C. § 1681 *et seq.*), which provide that no person in the United States will, on the basis of sex, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any educational program or activity receiving federal financial assistance. DHS implementing regulations are codified at 6 C.F.R. Part 17. Recipients of an award from the Federal Emergency Management Agency (FEMA) must also comply with FEMA's implementing regulations at 44 C.F.R. Part 19.

FY 2024 DHS STANDARD TERMS AND CONDITIONS

XIII. 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.

XIV. Energy Policy and Conservation Act

Recipients must comply with the requirements of the Energy Policy and Conservation Act, Pub. L. No. 94-163 (1975) (codified as amended at 42 U.S.C. § 6201 *et seq.*), which contain policies relating to energy efficiency that are defined in the state energy conservation plan issued in compliance with this Act.

XV. False Claims Act and Program Fraud Civil Remedies

Recipients must comply with the requirements of the False Claims Act, 31 U.S.C. §§ 3729-3733, which prohibit the submission of false or fraudulent claims for payment to the Federal Government. (See 31 U.S.C. §§ 3801-3812, which details the administrative remedies for false claims and statements made.)

XVI. Federal Debt Status

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

XVII. Federal Leadership on Reducing Text Messaging while Driving

Recipients are encouraged to adopt and enforce policies that ban text messaging while driving recipient-owned, recipient-rented, or privately owned vehicles when on official government business or when performing any work for or on behalf of the Federal Government. Recipients are also encouraged to conduct the initiatives of the type described in Section 3(a) of E.O. 13513.

XVIII. Fly America Act of 1974

Recipients must comply with Preference for U.S. 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.

XIX. Hotel and Motel Fire Safety Act of 1990

Recipients must ensure that all conference, meeting, convention, or training space funded entirely or in part by federal award funds complies with the fire prevention and control guidelines of Section 6 of the Hotel and Motel Fire Safety Act of 1990, 15 U.S.C. § 2225a.

XX. John S. McCain National Defense Authorization Act of Fiscal Year 2019

Recipients, subrecipients, and their contractors and subcontractors are subject to the prohibitions described in section 889 of the John S. McCain National Defense Authorization Act for Fiscal Year 2019, Pub. L. No. 115-232 (2018) and 2 C.F.R. §§ 200.216, 200.327, 200.471, and Appendix II to 2 C.F.R. Part 200. The statute – as it applies to DHS recipients, subrecipients, and their contractors and subcontractors – prohibits obligating or expending federal award funds on certain telecommunications and video surveillance products and contracting with certain entities for national security reasons.

FY 2024 DHS STANDARD TERMS AND CONDITIONS

XXI. Limited English Proficiency (Civil Rights Act of 1964, Title VI)

Recipients must comply with Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d *et seq.*) prohibition against discrimination on the basis of national origin, which 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. For additional assistance and information regarding language access obligations, please refer to the DHS Recipient Guidance: <https://www.dhs.gov/guidance-published-help-department-supported-organizations-provide-meaningful-access-people-limited> and additional resources on <http://www.lep.gov>.

XXII. Lobbying Prohibitions

Recipients must comply with 31 U.S.C. § 1352 and 6 C.F.R. Part 9, which provide that none of the funds provided under a federal award may be expended by the recipient to pay any person to influence, or attempt 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 any federal action related to a federal award or contract, including any extension, continuation, renewal, amendment, or modification. Per 6 C.F.R. Part 9, recipients must file a lobbying certification form as described in Appendix A to 6 C.F.R. Part 9 or available on Grants.gov as the Grants.gov Lobbying Form and file a lobbying disclosure form as described in Appendix B to 6 C.F.R. Part 9 or available on Grants.gov as the Disclosure of Lobbying Activities (SF-LLL).

XXIII. National Environmental Policy Act

Recipients must comply with the requirements of the National Environmental Policy Act of 1969, Pub. L. No. 91-190 (1970) (codified as amended at 42 U.S.C. § 4321 *et seq.*) (NEPA) and the Council on Environmental Quality (CEQ) Regulations for Implementing the Procedural Provisions of NEPA, which require recipients to use all practicable means within their authority, and consistent with other essential considerations of national policy, to create and maintain conditions under which people and nature can exist in productive harmony and fulfill the social, economic, and other needs of present and future generations of Americans.

XXIV. Nondiscrimination in Matters Pertaining to Faith-Based Organizations

It is DHS policy to ensure the equal treatment of faith-based organizations in social service programs administered or supported by DHS or its component agencies, enabling those organizations to participate in providing important social services to beneficiaries. Recipients must comply with the equal treatment policies and requirements contained in 6 C.F.R. Part 19 and other applicable statutes, regulations, and guidance governing the participations of faith-based organizations in individual DHS programs.

XXV. Non-Supplanting Requirement

Recipients of federal awards under programs that prohibit supplanting by law must ensure that federal funds supplement but do not supplant non-federal funds that, in the absence of such federal funds, would otherwise have been made available for the same purpose.

XXVI. Notice of Funding Opportunity Requirements

All the instructions, guidance, limitations, scope of work, and other conditions set forth in the Notice of Funding Opportunity (NOFO) for this federal award are incorporated by reference. All recipients must comply with any such requirements set forth in the NOFO. If a condition of the NOFO is inconsistent with these terms and conditions and any such terms of the Award, the condition in the NOFO shall be invalid to the extent of the inconsistency. The remainder of that condition and all other conditions set forth in the NOFO shall remain in effect.

FY 2024 DHS STANDARD TERMS AND CONDITIONS

XXVII. 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.

XXVIII. Procurement of Recovered Materials

States, political subdivisions of states, and their contractors must comply with Section 6002 of the Solid Waste Disposal Act, Pub. L. No. 89-272 (1965) (codified as amended by the Resource Conservation and Recovery Act at 42 U.S.C. § 6962) and 2 C.F.R. § 200.323. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 C.F.R. Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition.

XXIX. Rehabilitation Act of 1973

Recipients must comply with the requirements of Section 504 of the Rehabilitation Act of 1973, Pub. L. No. 93-112 (codified as amended at 29 U.S.C. § 794), which provides that no otherwise qualified handicapped individuals in the United States will, solely by reason of the handicap, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance.

XXX. Reporting of Matters Related to Recipient Integrity and Performance

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

XXXI. Reporting Subawards and Executive Compensation

For federal awards that equal or exceed \$30,000, recipients are required to comply with the requirements set forth in the government-wide award term on Reporting Subawards and Executive Compensation set forth at 2 C.F.R. Part 170, Appendix A, the full text of which is incorporated by reference.

XXXII. Required Use of American Iron, Steel, Manufactured Products, and Construction Materials

Recipients of an award of Federal financial assistance from a program for infrastructure are hereby notified that none of the funds provided under this award may be used for a project for infrastructure unless:

- (1) 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;
- (2) 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

FY 2024 DHS STANDARD TERMS AND CONDITIONS

- (3) 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. As such, 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.

Waivers

When necessary, recipients may apply for, and the agency may grant, a waiver from these requirements. The agency should notify the recipient for information on the process for requesting a waiver from these requirements.

- (a) When the Federal agency has determined that one of the following exceptions applies, the awarding official may waive the application of the domestic content procurement preference in any case in which the agency determines that:
- (1) applying the domestic content procurement preference would be inconsistent with the public interest;
 - (2) the types of iron, steel, manufactured products, or construction materials are not produced in the United States in sufficient and reasonably available quantities or of a satisfactory quality; or
 - (3) the inclusion of iron, steel, manufactured products, or construction materials produced in the United States will increase the cost of the overall project by more than 25 percent.

A request to waive the application of the domestic content procurement preference must be in writing. The agency will provide instructions on the format, contents, and supporting materials required for any waiver request. Waiver requests are subject to public comment periods of no less than 15 days and must be reviewed by the Made in America Office.

There may be instances where an award qualifies, in whole or in part, for an existing waiver described at ["Buy America" Preference in FEMA Financial Assistance Programs for Infrastructure | FEMA.gov](#).

Definitions

The definitions applicable to this term are set forth at 2 C.F.R. § 184.3, the full text of which is incorporated by reference.

XXXIII. SAFECOM

Recipients receiving federal financial assistance awards made under programs that provide emergency communication equipment and its related activities must comply with the SAFECOM Guidance for Emergency Communication Grants, including provisions on technical standards that ensure and enhance interoperable communications. The SAFECOM Guidance is updated annually and can be found at [Funding and Sustainment | CISA](#).

FY 2024 DHS STANDARD TERMS AND CONDITIONS

XXXIV. Terrorist Financing

Recipients must comply with E.O. 13224 and applicable statutory prohibitions on transactions with, and the provisions of resources and support to, individuals and organizations associated with terrorism. Recipients are legally responsible for ensuring compliance with the E.O. and laws.

XXXV. Trafficking Victims Protection Act of 2000 (TVPA)

Recipients must comply with the requirements of the government-wide financial assistance award term which implements Trafficking Victims Protection Act of 2000, Pub. L. No. 106-386, § 106 (codified as amended at 22 U.S.C. § 7104). The award term is located at 2 C.F.R. § 175.15, the full text of which is incorporated by reference.

XXXVI. Universal Identifier and System of Award Management

Recipients are required 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, the full text of which is incorporated reference.

XXXVII. USA PATRIOT Act of 2001

Recipients must comply with requirements of Section 817 of the Uniting and Strengthening America by Providing Appropriate Tools Required to Intercept and Obstruct Terrorism Act of 2001 (USA PATRIOT Act), which amends 18 U.S.C. §§ 175–175c.

XXXVIII. Use of DHS Seal, Logo and Flags

Recipients 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.

XXXIX. Whistleblower Protection Act

Recipients must comply with the statutory requirements for whistleblower protections at 10 U.S.C § 470141 U.S.C. § 4712.



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 \(OMB\)](http://www.whitehouse.gov/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. Part100. 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 OHS. 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

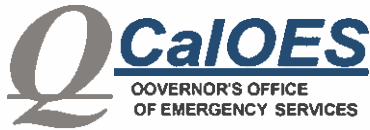
If applicable to the type of project funded by this federal award, the Applicant will:

- (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 OHS

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/fyl-5-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: Jim Cooper

Signature of Authorized Agent: 

Printed Name of Authorized Agent: Jim Cooper

Title: Sheriff Date: 6.4.26

EXHIBIT C – Budget Detail & Deliverables

Project Description

The County of Sacramento's (subrecipient) Central California Intelligence Center (CCIC) is designed to be an analytically driven fusion center that supports law enforcement information needs, with an emphasis on terrorism intelligence. The CCIC disseminates developed information, provides analytical case support, and trend analysis, and provides tailored analytical products to public safety agencies, private sector stakeholders, and U.S. Department of Homeland Security partners to identify, prevent, and mitigate the threat of terrorist attacks and related criminal activities within the CCIC's area of responsibility. The CCIC provides comprehensive intelligence products offering agencies a regional threat picture of trends and patterns within their respective jurisdictions and provides intelligence support to the FBI Joint Terrorism Task Force. The CCIC also serves as a counter-terrorism training resource to local and state police, fire, and emergency medical service agencies, including public health, and the private sector.

In addition, the CCIC establishes and maintains liaisons with state and local public safety personnel operating in the Eastern District of California and supports information sharing and inter-agency coordination between local, state, and federal agencies within a 34-county area.

Scope of Work

This grant subaward supports the CCIC by funding key operational positions, including intel analysts, cybersecurity analysts, critical infrastructure protection staff, UASI Support Technician, and a portion of the Deputy Director's salary. These positions strengthen regional security through project management, vulnerability assessments, critical infrastructure protection, and intelligence operations that align with Department of Homeland Security national priority projects.

Funding is exclusively designated for personnel and tasks directly engaged in analysis and Fusion Center activities within CCIC. Administrative and supervisory roles are not eligible, except for the Deputy Director, whose salary is partially funded only for time spent directly overseeing, coordinating, and delegating tasks within the approved area of responsibility. Fusion Center activities are eligible and allowable for reimbursement under this grant.

All funded activities must take place in, have an impact on, or have a nexus to the Sacramento Urban Area Security Initiative area of responsibility, which is defined as the Sac-MSA.

Method of Payment:

- A) The CCIC is required to submit Quarterly Work Log Surveys along with reimbursement requests and justification documents to the City of Sacramento, detailing its activities within the region. This documentation and survey provided to the Sacramento Urban Area Security Initiative must be reviewed and approved by the City before payment is issued and submitted according to the following schedule:

REPORTING PERIOD	DUE DATE
January 1 – March 31	April 30
April 1 – June 30	July 30
July 1 – September 30	October 30
October 1 – December 31	January 30

B) Costs of compensation for personnel services including salaries and benefits must be supported by corresponding records that accurately reflect the work performed so that the final amount charged is accurate, allowable, and properly allocated (2 C.F.R. § 200.430(g)(1)). Supporting documentation includes but is not limited to the following:

- a) Signed time and effort report(s) (timesheets) that record time spent on reimbursable activities.
- b) Official payroll records such as payroll stubs or GL reports that accurately support the distribution of the employee's salary, wages, and/or fringe benefits charged.
- c) Documentation that clearly support/reflect the distribution of the employee's salary and benefits among specific activities or costs objectives if the employee works on more than one Federal award allocated (2 C.F.R. § 200.430(g)(1)(vi)).
- d) Payroll reimbursement(s) shall be in accordance with the following budget Any changes to the budgeted amounts will require a formal budget modification request.

Projected Project Breakdown - FY24 UASI		
Project #	Position Title	Total Salaries
4	Cybersecurity: Network Vulnerability Testing	\$232,275
	2- Cyber Analysts	
5	Intelligence & Info Sharing	\$313,245
	2-Intelligence Analysts	
	3-Critical Infrastructure Protection Project Managers	
	1-UASI Support Technician	
	1-Contractor for tabletop exercise (\$15,000)	
	1-Deputy Director	
6	Combatting Domestic Violent Extremism	\$154,850
	2-Intelligence Analysts	

7	Election Security	\$92,910
	1-Critical Infrastructure Protection Project Manager	
	1-Cyber Security Analyst	
	1-Intel Analyst	
	Total Salaries	
	Total Grant Award	\$793,280

C) The CCIC is responsible for providing statistics for the Biannual Strategy Implementation Report (BSIR), which the Sacramento UASI must submit. Once UASI staff receives authorization to begin data entry, they will request the necessary statistics from the CCIC. Reports must be submitted according to the following schedule:

REPORTING PERIOD	DUE DATE
January 1 – June 30	July 15
July 1 – December 31	January 18

This grant award funds organizational positions located within the CCIC in support of the following Department of Homeland Security national priority projects:

1. Cybersecurity: Network Vulnerability Testing: \$232,275

This project strengthens the cybersecurity posture of county and city agencies within the Sacramento Metropolitan Statistical Area (MSA), by funding network vulnerability testing, threat reporting, and cybersecurity support services. Cybersecurity analysts will work directly with local agency IT departments to assess system vulnerabilities, conduct scans, and deliver detailed remediation reports for each network node. Activities include outreach to high-risk sectors such as healthcare and elections, delivery of cybersecurity awareness training, and consultation on emerging threats. Analysts will also support information sharing and threat monitoring efforts across public safety partners. This initiative supports the protection of critical digital infrastructure and advances regional cybersecurity resilience.

Specific duties and responsibilities are as follows:

Cyber Intelligence Analysts

- Evaluate customer technical needs, determine requirements, and recommend solutions; plan, analyze, research, design, and/or enhance a variety of hardware and/or software systems; integrate County network infrastructure and/or other systems; consider protocols, acceptable system security risk, develop solutions and implement corrective action and other related elements.

- Interact with clients to analyze system requirements; and recommend technology solutions to improve operations.
- Coordinate with customers to define project scope and review project activities, recommendations, and outcomes; coordinate the use of project resources based on project requirements; design and implement project testing and quality assurance processes.
- Scan networks for vulnerabilities, report any found vulnerability and make recommendations for remediation, collect vulnerability information for analytical purposes. Serve as the liaison amongst the federal, state, local, and tribal governments, and the private sectors, on cybersecurity and risk management matters relative to the protection of Information Technology (IT) and Operation Technology (OT) networks considered significant to those entities.
- Maintain relationships with owners and operators of IT/OT networks, meet regularly with site network security personnel and state and local officials to share information, review protection plans, and identify requirements for cybersecurity protection support through available resources.
- Maintain security clearance as deemed necessary.

Project Priorities: Cyber Analysts

- 1) Conduct outreach to agencies deemed at “high risk” to provide network vulnerability assessments and recommendations based on the current cyber security threats, including healthcare and public works infrastructure. Conduct as many cyber security assessments as practical and work with local city and county agencies to provide monthly briefing of current cyber threats within the Sacramento urban area.
- 2) Contact local and county election administrators to conduct on-site vulnerability assessments of election sites, as well as complete network vulnerability scans of election networks, including system improvement recommendations.
- 3) Provide cybersecurity awareness and training products, and tools for implementing security best practices to agency partners within the Sacramento MSA.
- 4) Serve as subject matter expert to the region on emerging cyber security threats.
- 5) Provide a quarterly summary report detailing the results of cyber activity, assessments, and outreach efforts.
- 6) Sustain information-sharing capabilities by assessing current cyber threats and trends, evaluating data, conducting extensive research, and preparing reports for dissemination to federal, state, and local public safety agencies.

2. Intelligence and Information Sharing: \$313,245

This funds CCIC Intelligence personnel to evaluate data, conduct research, support terrorism investigations & produce intel products for dissemination to federal, state, & local public safety agencies within the Sacramento Metropolitan Statistical Area (Sac-MSA) or have a nexus to this area. Outcome priorities include: 1) Assessing intel sharing capability gaps across the region and delivering actionable reports to stakeholders; 2) Reviewing & evaluating intel for situational awareness and referral to the FBI, JTTF and DHS entities; 3) Production and distribution of intel reports and leads; 4) Conducting vulnerability assessments of critical infrastructure and key resources (CIKR); 5) Expanding the Threat Liaison Officer (TLO) program to strengthen field-level

intel collection; and 6) Increasing private-sector education & info sharing. Fusion center personnel will also support briefings, interagency planning & training activities throughout the Sac-MSA to enhance collaboration and operational readiness. This is LETPA-eligible & directly supports the DHS core capability of "Intel/Info Sharing" under the NP Framework. This project may include tabletop exercises that have a regional intel info sharing theme.

Specific Duties and responsibilities are as follows:

Intelligence Analysts

- Prepare predictive and descriptive reports of crime trends, individuals, associations, flow, operations, and threats based on the distillation and synthesis of all available information.
- Apply conventional and computer-based modeling, logic, structured analytic techniques, hypothesis testing algorithms, and statistical analyses.
- Use federal, state, and local crime and intelligence databases to access and query data and information, generate reports, and validate or update information.
- Develop and maintain specialized databases, files, and records according to assignment; develop automated and/or manual forms related to information needs of the area of assignment.
- Plan, collect, and analyze open-source information from the internet while staying attentive to new social media sources and trends.
- Work with detectives, investigators, and staff from law enforcement and public safety agencies to identify requirements for intelligence/crime analysis products; maintain liaison with other jurisdictions and agencies.
- Conduct briefings and/or presentations for employees and outside agency personnel related to the TLO program, the SAR process, critical infrastructure, and other Fusion Center activities.
- Ensure that records and information are documented, retained, and discarded in accordance with federal, state, and local laws and regulations.
- Develop and maintain an active presence in working groups and task forces according to the standing needs of the EDCA.
- Work with local partners according to the Intel Analyst's assigned region to develop rapport with local law enforcement and obtain information about pertinent crime trends in their jurisdiction.
- Maintain security clearance as deemed necessary.

Project Priorities: Intelligence Analysts

- 1) Develop and deliver intelligence center reports.
- 2) Identify, review, and evaluate intelligence information for situational awareness and referral to Joint Terrorism Task Force, FBI, and other federal, state, and local law enforcement agencies, as appropriate - publish activity reports.
- 3) Continue intelligence analysis, production, and distribution.
- 4) Contribute Training and Exercise recommendations based on ongoing and emergent threats, trends, and capability gaps identified by intelligence reports.
- 5) Expand private sector education and information sharing.

- 6) Establish and develop protocols based on intelligence analysis modeling to conduct briefings as needed to notify law enforcement agencies within the Sac-MSA of high-risk priority events.
- 7) Prepare bi-annual status reports on project priority activities to support the Sacramento UASI BSIR.
- 8) Provide presentations and briefings to the Urban Area Working Group (UAWG) regarding threat activity across the Sac-MSA.
- 9) Provide quarterly reports on SARs and emerging regional threats to the Sacramento MSA..
- 10) Facilitate data evaluation, research, and the creation of intelligence products to improve response efforts across federal, state, and local public safety agencies.
- 11) Enhance regional coordination, improve public safety response capabilities, and create a more proactive, efficient, and sustainable approach to counterterrorism.

Critical Infrastructure Protection Analysts/Managers

- Support the California State and CCIC Critical Infrastructure Protection efforts by assisting with the identification, prioritization, and protection of Critical Infrastructure & Key Resources (CIKR) residing within the Sac-MSA.
- Carry out the provisions of the National Infrastructure Protection Plan (NIPP), provide guidance on strengthening security and reducing risk at high value CIKR sites.
- Implement the NIPP through the development, implementation, and onward support of both regional and operational area Critical Infrastructure Protection Programs.
- Serve as the liaison amongst the federal, state, local, and tribal governments, and the private sectors, on physical security, and risk management matters relative to the protection of CIKR considered significant to those entities.
- Serve as the focal point of contact for regional infrastructure owners and operators requiring assistance in protection planning.
- Participate in State Threat Assessment Center Infrastructure Protection Working Group meetings.
- Maintain relationships with owners and operators of infrastructure within their assigned geographical area, meeting regularly with site security personnel and state and local officials to share information, review protection plans, and identify requirements for protection support through available resources.

Project Priorities: Critical Infrastructure Personnel

- 1) Conduct comprehensive physical vulnerability assessments, including houses of worship, public and private schools, and nonprofit organizations with the objective of improving on-site security and securing homeland security nonprofit security grant funding.
- 2) Help election and school administrators, as requested, with developing security plans and educating stakeholders on risk reduction methodologies and work closely with state and local government agencies to provide detailed reviews of potential threats to election security.
- 3) Complete as many vulnerability assessments as practical within the Sac-MSA.

- 4) Provide critical infrastructure research and analysis support for Department of Homeland Security data call requests.
- 5) Serve as subject matter experts to the Sacramento MSA on topics related to infrastructure risk and threat.

Deputy Director - Project Management

Duties & Responsibilities:

- Oversee and delegate tasks to intel analysts, cybersecurity analysts, UASI Support Technician, and critical infrastructure protection staff within the Sac-MSA to produce intelligence products, conduct vulnerability assessments (cyber and physical), and deliver counter-terrorism training, aligning with DHS national priority projects.
- Coordinate fusion center operations, ensuring timely completion of intelligence reports, assessments, and training initiatives for Sac-MSA stakeholders.
- Provide quarterly worklog surveys related to fusion center activities performed in the Sac-MSA.
- Maintain security clearance as required.

UASI Support Technician

Duties & Responsibilities:

- Use crime/intelligence databases to generate reports and validate data for CCIC activities within the Sac-MSA.
- Use federal, state, and local crime and intelligence databases to access and query data and information, generate reports, and validate or update information.
- Develop and maintain specialized databases, files, and records according to assignment; develop automated and/or manual forms related to information needs of the area of assignment.
- Maintain contact and liaison with other jurisdictions and agencies.
- Ensure that records and information are documented, retained, and discarded in accordance with federal, state, and local laws and regulations.
- Conduct briefings and/or presentations for employees and outside agency personnel related to the TLO program, the SAR process, critical infrastructure, and other related Fusion Center programs.
- Conduct briefings on TLO, SAR, and critical infrastructure for stakeholders; maintain liaisons with regional agencies.
- Coordinate with Sac-MSA partners to fulfill FEMA's Special Events Assessment Rating (SEAR) events data call
- Participate in Threat and Hazard Identification and Risk Assessment (THIRA) and Stakeholder Preparedness Review workshops within the Sac-MSA.

Project Priorities:

1. Disseminate intelligence center reports for public safety agencies within the Sac-MSA.
2. Evaluate intelligence for situational awareness and referral to JTTF, FBI, and other agencies
3. Provide recommendations for training, exercises, and services based on threat trends and gaps in the Sac-MSA to enhance counter-terrorism efforts and customer service.

4. Establish protocols for briefings on high-risk events
5. Enhance collaboration, address low SAR submissions through gap analysis, and develop solutions to improve reporting and coordination.

Tabletop Exercise

Duties & Responsibilities:

- Plan, coordinate, and facilitate a tabletop exercise within the Sac-MSA to enhance counter-terrorism preparedness, involving public safety agencies, private/public sector partners, and UASI stakeholders.
- Develop training recommendations based on exercise outcomes to address threat trends and capability gaps identified in CCIC intelligence reports.
- Enhance collaboration, share best practices, and address current challenges related to low Suspicious Activity Report (SAR) submissions.
- Conduct gap analysis to identify root causes of low reporting and evaluate key resource metrics.
- Facilitate data evaluation, research, and the creation of intelligence products to improve response efforts.
- Uncover underlying issues with SAR reporting.
- Develop practical solutions to increase participation, strengthen reporting mechanisms, and improve collaboration among stakeholders.
- Enhance regional coordination, improve public safety response capabilities, and create more proactive, efficient, and sustainable approach to counterterrorism.

3. Combatting Domestic Violent Extremism: \$154,850

This project supports the identification and disruption of domestic violent extremism (DVE), hate groups, and public disorder threats across and having a nexus to the Sac-MSA. Funding provides CCIC intelligence analyst support to regional law enforcement agencies, enabling collaborative threat assessments, intelligence production, and coordination with federal partners including the FBI and Joint Terrorism Task Force (JTTF). Analysts will also work with specialty teams, school resource officers, and mental health professionals to close information gaps and support early intervention through social services and law enforcement referrals. To enhance soft target protection, the project may fund vulnerability assessments and security plan reviews for houses of worship and nonprofit facilities. This project is LETPA-eligible and directly supports the Interdiction and Disruption core capability under the National Prevention Framework.

Specific Duties and Responsibilities are as follows:

- Collaborate with specialty teams to identify domestic threats and address information gaps to provide law enforcement support and community resources.
- Identify threats and intelligence gaps from domestic violent extremist and hate groups.
- Prepare a variety of maps, charts, association matrices, link analyses, crime calendars, graphs, and exhibits to assist in investigations, tactical operations, and prosecution.
- Work with detectives, investigators, and staff from other agencies to identify requirements for intelligence/crime analysis products; maintain liaison with other jurisdictions and agencies.
- Ensure that records and information are documented, retained, and discarded in accordance with federal, state, and local laws and regulations.

- Conduct briefings and/or presentations of crime and intelligence information for employees and outside agency personnel.
- Maintain security clearance as deemed necessary.

Project Priorities: Project (Intel) Analyst

- 1) Develop and deliver intelligence center reports.
- 2) Identify, review, and evaluate intelligence information for situational awareness and referral to local and state law enforcement, fire service, EMS, public health, private/public sector and Joint Terrorism Task Force and FBI.
- 3) Coordinate and publish threat assessment reports, including best practice policies and after-action reports, to law enforcement stakeholders.
- 4) Work with schools, mental health teams, and community groups, as requested, to address gaps in threat information.
- 5) Establish and develop protocols based on intelligence analysis model to conduct monthly briefings to notify law enforcement agencies within the Sac-MSA of potential high-risk events.
- 6) Submit quarterly status reports of project priority activities.
- 7) Coordinate response plans for law enforcement agencies.
- 8) Provide presentations and briefings to the law enforcement stakeholders regarding threat activity across the Sac-MSA.

4. Enhancing Election Security: \$92,910

This project enhances election security across the Sac-MSA by funding CCIC cybersecurity analysts, intelligence analysts, and critical infrastructure protection personnel to conduct vulnerability assessments, threat evaluations, and security coordination in support of election operations. Activities include network cybersecurity testing, physical site assessments of polling and voter registration locations, and the development of election-related intelligence products for local, state, and federal partners, including referrals to the FBI, JTTF, and DHS. Project staff will work closely with election administrators and the California Election Security Task Force to deliver briefings, training, and mitigation strategies. The CCIC will lead coordination efforts of qualified analysts and infrastructure personnel. This project is LETPA-eligible and supports the "Physical Protective Measures" core capability under the National Prevention Framework.

- Conduct comprehensive physical vulnerability assessments of election sites with the objective of improving on-site security.
- Work closely with state and local government agencies, and private sector partners, to provide detailed reviews of potential physical and cyber security threats to election security.
- Work with election personnel to aid in the cybersecurity posture of election/voter registration networks by conducting meetings and presentations to election personnel/network owners on current and emerging cyber threats.

- Conduct, where allowed, comprehensive cybersecurity assessments of election-oriented computer network systems to increase the partner agency's cybersecurity posture.
- Provide analytical, intelligence, and technical information dissemination to election personnel, public safety agencies, private sector partners, and Homeland Security partners.

Project Priorities: Cyber Security Analysts

- 1) Contact local and county election administrators within the Sacramento MSA to conduct on-site vulnerability assessments of election sites, as well as complete network vulnerability scans of election networks, including system improvement recommendations.
- 2) Provide cybersecurity awareness and training products, and tools for implementing security best practices to agency partners within the Sac-MSA.
- 3) Conduct meetings and presentations on election security to election personnel/network owners on current and emerging cyber threats.
- 4) Serve as subject matter expert to the region on emerging cyber security threats.
- 5) Provide a quarterly summary report detailing the results of cyber activity, assessments, and outreach efforts.
- 6) Sustain information-sharing capabilities by assessing current cyber threats and trends, evaluating data, conducting extensive research, and preparing reports for dissemination to federal, state, and local public safety agencies.
- 7) Participate in Sacramento area election security task force meetings, presentations, briefings.

Project Priorities: Critical Infrastructure Personnel

- 1) Work with election personnel within the Sac-MSA to perform comprehensive physical vulnerability assessments of polling places and voter registration locations.
- 2) Help election personnel, as requested, with developing security plans and educating stakeholders on risk reduction methodologies and work closely with election personnel to provide detailed reviews of potential threats to election security.
- 3) Serve as subject matter experts to the Sac-MSA on topics related to infrastructure risk and threat.
- 4) Provide critical infrastructure research and analysis support for Department of Homeland Security data call requests.

Project Priorities: Intelligence Analysts

- 1) Develop and deliver intelligence center reports.
- 2) Identify, review, and evaluate intelligence information for situational awareness and referral to local and state law enforcement, fire service, EMS, public health, private sector and Joint Terrorism Task Force and FBI - publish activity reports.
- 3) Coordinate and publish threat assessment literature, including best practice policies and after-action reports, to election security stakeholders.
- 4) Work with election personnel, as requested, to address gaps in threat information.

- 5) Establish and develop protocols based on intelligence analysis model to conduct monthly briefings to notify law enforcement agencies within the Sac-MSA of potential high-risk events.
- 6) Provide presentations and briefings to the election personnel and law enforcement stakeholders regarding election security activity across the Sac-MSA.
- 7) Participate in Sacramento area election security task force meetings, presentations, briefings.
- 8) Work in the election security operations center during election events.

Other Shared Project Responsibilities

- Participate in the review of gaps and vulnerability analysis through Threat and Hazard Identification and Risk Assessment and Stakeholder Preparedness Review workshops.
- Conduct and participate in ongoing review and analysis of regional and local government needs.
- Assist with Department of Homeland Security requests and data calls for information regarding risk ranking, threat, special event, and critical infrastructure analyses.
- Conduct a review and analysis of project priorities for revisions and improvements.

Total Contract Amount: \$793,280

2024 UASI (G11016924) Budget Detail Worksheet

INSTRUCTIONS: Complete the white cells, as applicable. Shaded cells are locked and cannot be edited.

A. Personnel										
Name	Classification/Title	Project #	Salary	Basis	Quantity		% of Time	Total Cost	Grantee Contribution	Grant Cost
CALCULATION			A		B		C	D = (A * B * C)	E	F = D + E
L. Bui	Deputy Director, SSO contractor	5	\$76.86	Hourly	423.01	Hours	100.00%	\$32,513		\$32,513
T. Waltz	CIP Manager, SSO contractor	5	\$46.00	Hourly	839.67	Hours	100.00%	\$38,625		\$38,625
W. Finney	Crime & Intelligence Analyst, SSO FTE	5	\$47.50	Hourly	988.95	Hours	100.00%	\$46,975		\$46,975
R. Rifredi	CIP Manager, SSO contractor	5	\$45.00	Hourly	839.88	Hours	100.00%	\$37,795		\$37,795
K. Hardesty	UASI Special Technician, SSO contractor	5	\$46.00	Hourly	1,558.72	Hours	100.00%	\$71,701		\$71,701
A. Crawley	Crime & Intelligence Analyst, SSO FTE	5	\$52.37	Hourly	947.37	Hours	100.00%	\$49,614		\$49,614
A. Crawley	Crime & Intelligence Analyst, SSO FTE	5	\$52.37	Hourly	304.56	Hours	100.00%	\$15,950		\$15,950
A. Crawley	Crime & Intelligence Analyst, SSO FTE	6	\$52.37	Hourly	362.19	Hours	100.00%	\$18,968		\$18,968
M. Stidham	Crime & Intelligence Analyst, SSO FTE	6	\$52.37	Hourly	549.89	Hours	100.00%	\$28,798		\$28,798
M. Stidham	Crime & Intelligence Analyst, SSO FTE	6	\$52.37	Hourly	874.30	Hours	100.00%	\$45,787		\$45,787
B. Kizer	Info Tech Infrastructure Analyst 3, SSO FTE	4	\$68.28	Hourly	929.95	Hours	100.00%	\$63,497		\$63,497
C. Beever	Info Tech Infrastructure Analyst 3, SSO FTE	4	\$66.67	Hourly	884.31	Hours	100.00%	\$58,957		\$58,957
C. Beever	Info Tech Infrastructure Analyst 3, SSO FTE	7	\$66.67	Hourly	130.51	Hours	100.00%	\$8,701		\$8,701
M. Ferreira	CIP Manager, SSO contractor	7	\$42.00	Hourly	132.38	Hours	100.00%	\$5,560		\$5,560
A. Kinchak	Sr. Crime & Intelligence Analyst, SSO FTE	7	\$60.49	Hourly	803.70	Hours	100.00%	\$48,616		\$48,616
SUBTOTAL								\$572,055	\$0	\$572,055

Narrative

We have budgeted salaries for the 12 month period of the UASI-CCIC contract. The salaries include intelligence analysts, critical infrastructure protection managers (CIP), and cyber analysts to meet the requirements of the FY24 HSGP projects and the scopes/metrics outlined and agreed upon in the contract: Project #4 - Cybersecurity, Project #5 - Intelligence & Information Sharing, Project #6 - Domestic Violence Extremism, and Project #7 - Enhancing Election Security. Sacramento County uses a fiscal year from July 1 to June 30, so April - June 2026 will be at the FY25-26 rate, and July 2026 - March 2027 will be at the FY26-27 rate. All salary increases are based on negotiated labor agreements. We will charge salary and fringe benefit actuals up to the FY24 budgeted amount of \$778,280.

**2024 UASI (G11016924)
Budget Detail Worksheet**

INSTRUCTIONS: Complete the white cells, as applicable. Shaded cells are locked and cannot be edited.

B. Fringe Benefits

Name	Classification/Title	Project #	Base Salary	Rate (%)	Total Cost	Grantee Contribution	Grant Cost
CALCULATION			A	B	D =A * B	E	F =D + E
L. Bui	Deputy Director, SSO contractor	5	\$32,513	7.65%	\$2,487		\$2,487
T. Waltz	CIP Manager, SSO contractor	5	\$38,625	7.65%	\$2,955		\$2,955
W. Finney	Crime & Intelligence Analyst, SSO FTE	5	\$46,975	56.89%	\$26,726		\$26,726
R. Rifredi	CIP Manager, SSO contractor	5	\$37,795	7.65%	\$2,891		\$2,891
K. Hardesty	UASI Special Technician, SSO contractor	5	\$71,701	7.65%	\$5,487		\$5,487
A. Crawley	Crime & Intelligence Analyst, SSO FTE	5	\$49,614	53.59%	\$26,588		\$26,588
A. Crawley	Crime & Intelligence Analyst, SSO FTE	5	\$15,950	53.54%	\$8,540		\$8,540
A. Crawley	Crime & Intelligence Analyst, SSO FTE	6	\$18,968	53.55%	\$10,156		\$10,156
M. Stidham	Crime & Intelligence Analyst, SSO FTE	6	\$28,798	40.30%	\$11,607		\$11,607
M. Stidham	Crime & Intelligence Analyst, SSO FTE	6	\$45,787	40.30%	\$18,453		\$18,453
B. Kizer	Info Tech Infrastructure Analyst 3, SSO	4	\$63,497	42.62%	\$27,059		\$27,059
C. Beever	Info Tech Infrastructure Analyst 3, SSO	4	\$58,957	56.39%	\$33,244		\$33,244
C. Beever	Info Tech Infrastructure Analyst 3, SSO	7	\$8,701	56.39%	\$4,907		\$4,907
M. Ferreira	CIP Manager, SSO contractor	7	\$5,560	7.65%	\$426		\$426
A. Kinchak	Sr. Crime & Intelligence Analyst, SSO FTE	7	\$48,616	50.81%	\$24,700		\$24,700
SUBTOTAL					\$206,225	\$0	\$206,225

Narrative
 We have budgeted fringe benefits for the 12 month period of the UASI-CCIC contract. Fringe benefits are included for all personnel - intelligence analysts, critical infrastructure protection managers (CIP), and cyber analysts. Sacramento County uses a fiscal year from July 1 to June 30, so April - June 2026 will be at the FY25-26 rate, and July 2026 - March 2027 will be at the FY26-27 rate. All fringe benefit increases are based on negotiated labor agreements. Medical insurance, retirement costs, holiday-in-lieu costs for SSO FTEs are all based on individual bargaining units. We will charge salary and fringe benefit actuals up to the FY24 budgeted amount of \$778,280.

SSO FTE fringe benefits include:
 Retirement
 Holiday in Lieu
 OASHI (FICA & Medicare)
 Medical Insurance
 Workers Compensation
 Social Security & Medicare taxes

SSO Contractors fringe benefits include:

EXHIBIT D

CALIFORNIA GOVERNOR'S OFFICE OF EMERGENCY SERVICES
SUBRECIPIENT GRANTS MANAGEMENT ASSESSMENT

Subrecipient: County of Sacramento, a political subdivision	DUNS # 140145660	FIPS #: 067-64000
Grant Disaster/Program Title: HOMELAND SECURITY GRANT PROGRAM		
Performance Period: 09/01/2024 to 05/31/2027	Subaward Amount Requested: 2820672	
Type of Non-Federal Entity (Check Box)	<input type="checkbox"/> State Gov. <input checked="" type="checkbox"/> Local Gov. <input type="checkbox"/> JPA <input type="checkbox"/> Non-Profit <input type="checkbox"/> Tribe	

Per Title 2 CFR § 200.331, Cal OES is required to evaluate the risk of noncompliance with federal statutes, regulations and grant terms and conditions posed by each subrecipient of pass-through funding. This assessment is made in order to determine and provide an appropriate level of technical assistance, training, and grant oversight to subrecipients for the award referenced above.

The following are questions related to your organization's experience in the management of federal grant awards. This questionnaire must be completed and returned with your grant application materials.

For purposes of completing this questionnaire, *grant manager* is the individual who has primary responsibility for day-to-day administration of the grant, *bookkeeper/accounting staff* means the individual who has responsibility for reviewing and determining expenditures to be charged to the grant award, and *organization* refers to the subrecipient applying for the award, and/or the governmental implementing agency, as applicable.

Assessment Factors	Response
1. How many years of experience does your current grant manager have managing grants?	>5 years
2. How many years of experience does your current bookkeeper/accounting staff have managing grants?	>5 years
3. How many grants does your organization currently receive?	>10 grants
4. What is the approximate total dollar amount of all grants your organization receives?	4637263
5. Are individual staff members assigned to work on multiple grants?	Yes
6. Do you use timesheets to track the time staff spend working on specific activities/projects?	Yes
7. How often does your organization have a financial audit?	Annually
8. Has your organization received any audit findings in the last three years?	Yes
9. Do you have a written plan to charge costs to grants?	Yes
10. Do you have written procurement policies?	Yes
11. Do you get multiple quotes or bids when buying items or services?	Sometimes
12. How many years do you maintain receipts, deposits, cancelled checks, invoices, etc.?	>5 years
13. Do you have procedures to monitor grant funds passed through to other entities?	Yes

Certification: *This is to certify that, to the best of our knowledge and belief, the data furnished above is accurate, complete and current.*

Signature: (Authorized Agent)	Date:
Print Name and Title KATHERINE LESTER, CHIEF OF POLICE	Phone Number: 916-808-0800

Program Specialist Only: SUBAWARD #

EXHIBIT E

ADDITIONAL FEDERAL TERMS

WHEREAS the City of Sacramento ("City") shall use federal funding awarded to it under the Fiscal Year 2024 Homeland Security Grant Program to reimburse Subrecipient pursuant to the terms and conditions of the Agreement.

THEREFORE, the City and Subrecipient hereby agree to incorporate the Additional Federal Terms set forth below, into the Agreement. These Additional Federal Terms shall be Exhibit E to the Agreement.

Except as specifically modified or supplemented herein, all terms and conditions of the Agreement shall remain in full force and effect, and Subrecipient shall perform all the services, duties, obligations, and conditions required under the City Agreement, as supplemented, and modified by these Additional Federal Terms. To the extent any existing terms within the City Agreement conflict with any of the Additional Federal Terms contained here, the Additional Federal Terms shall supersede.

ADDITIONAL FEDERAL TERMS

1. **Compliance with Nondiscrimination and Equal Employment Laws.** It is the City's policy to comply with state and federal laws and regulations including Title VI of the Civil Rights Act of 1964, Americans with Disabilities Act of 1990 (ADA) and other federal and state anti-discrimination laws and regulations.
 - A. During the performance of this Agreement, Subrecipient agrees to comply with all Federal nondiscrimination laws and equal opportunity laws and regulations, as may be amended from time to time and not to participate directly or indirectly in the discrimination prohibited by any Federal law or regulation, including but not limited to:
 - (1) Title VI of the Civil Rights Act of 1964, as amended, (42 U.S.C. §§ 2000d et seq.) Treasury's implementing regulations at 31 C.F.R. Part 22, and any applicable implementing federal directives that may be issued;
 - (2) The Fair Housing Act, Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§3601 et seq.);
 - (3) The Older Americans Act, as amended (42 U.S.C. 6101), Section 324 of title 23 U.S.C., prohibiting discrimination based on gender, Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794), the Age Discrimination Act of 1975, as

amended (42 U.S.C. §§ 6101 et seq.), and Treasury's implementing regulations at 31 C.F.R. Part 23;

- (4) The Americans with Disabilities Act (ADA) of 1990 (42 U.S.C. § 12101, et seq.), as well as all applicable regulations and guidelines issued pursuant to the ADA, including but not limited to those found within the Code of Federal Regulations, title 49, parts 27, 37, and 38; and
 - (5) Age Discrimination Act of 1975, as amended (42 U.S.C. §6101 et seq.), prohibiting discrimination on the basis of age.
 - (6) The Rehabilitation Act of 1963, as amended, (29 U.S.C. § 794), that provides that otherwise qualified handicapped individuals shall not be excluded from participation in, denied the benefits of, or be subjected to discrimination under any program or activity receiving federal funds.
 - (7) In the event Subrecipient fails to comply with any nondiscrimination provisions, the City and the applicable federal agency will have the right to impose such Agreement sanctions as they determine are appropriate, including but not limited to withholding payments to Subrecipient until Subrecipient complies, and/or cancelling, terminating, or suspending this Agreement, in whole or in part.
 - (8) To permit access to its books, records, accounts, other sources of information, and its facilities as required by the City or the applicable federal agency;
 - (9) Subrecipient shall insert this clause, including paragraphs (a) through (e), in every subaward and in every solicitation for a contract for services to be performed under the City Agreement.
- 2. Clean Air Act.** Subrecipient agrees to comply with all applicable standards, orders or requirements issued under section 306 of the [Clean Air Act](#) (42 U.S.C. 1857(h), Section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR Part 15).

Subrecipient agrees to report each violation to the City and understands and agrees that the City will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency (FEMA), and the appropriate Environmental Protection Agency Regional Office.

Subrecipient agrees to include these requirements in each subaward or contract exceeding \$150,000 financed in whole or in part with federal assistance provided by FEMA.

3. **Federal Water Pollution Control Act.** Subrecipient agrees to comply with all applicable standards, orders, or regulations issued pursuant to the federal Water Pollution Control Act, as amended, 33 U.S.C. § 1251 et seq. Subrecipient agrees to report each violation to the City and understands and agrees that the City will, in turn, report each violation as required to assure notification to the City, FEMA, and the appropriate Environmental Protection Agency Regional Office.

Subrecipient agrees to include these requirements in each subaward or contract exceeding \$150,000 financed in whole or in part with federal assistance provided by FEMA.”

4. **Debarment and Suspension** (Executive Orders 12549 and 12689). Subrecipient hereby confirms that it is not listed on the governmentwide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at [2 CFR 180](#) that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), “Debarment and Suspension.” SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

5. **Byrd Anti-Lobbying Amendment** ([31 U.S.C. 1352](#)).

- A. Subrecipients who apply or bid for an award of \$100,000 or more, and any subawards, must provide the certification below. Each tier must certify to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures must be forwarded from tier to tier up to the City, who in turn will forward the certification(s) to the awarding agency.

- B. By signing this Agreement, Subrecipient certifies, to the best of his or her knowledge or belief, that

- (1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the Subrecipient, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of the State Legislature or United States Congress, an officer or employee of the Legislature or Congress, or any employee of a Member of the Legislature or 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 State or Federal contract, grant, loan, or cooperative agreement.

- (2) If any funds other than Federally appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or any employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the Subrecipient shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- (3) None of the funds paid under this Agreement will be used for any activity specifically designed to urge or influence a State or local legislator to favor or oppose the adoption of any specific legislative proposal pending before any State or local legislative body. Such activities include both direct and indirect (e.g., "grassroots") lobbying activities, with one exception. This does not preclude a State official whose salary is supported with NHTSA funds from engaging in direct communications with State or local legislative officials, in accordance with customary State practice, even if such communications urge legislative officials to favor or oppose the adoption of a specific pending legislative proposal.
- (4) This certification is a material representation of fact upon which reliance was placed when this Agreement was executed. Submission of this certification is a prerequisite for making or entering into this Agreement imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.
- (5) Subrecipient also agrees by signing this Agreement that he or she shall require that the language of this certification be included in all subawards or contracts, which exceed \$100,000, and that all such subrecipients or contractors shall certify and disclose accordingly.
- (6) Subrecipient certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, Subrecipient understands and agrees that the provisions of 31 U.S.C. Chap. 38, Administrative Remedies for False Claims and Statements, apply to this certification and disclosure, if any.

6. Procurement of Recovered Materials.

- A. In the performance of this Agreement, Subrecipient shall make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired.
- B. Information about this requirement, along with the list of EPA- designated items, is available at EPA's Comprehensive Procurement Guidelines web site, <https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program>.
- C. Subrecipient also agrees to comply with all other applicable requirements of Section 6002 of the Solid Waste Disposal Act: (1) Competitively within a timeframe providing for compliance with the Agreement performance schedule; (2) Meeting Agreement performance requirements; or (3) At a reasonable price.

7. Agreement Work Hours and Safety Standards. In the event that Subrecipient or any lower tier subrecipient or contractor is contracting for work requiring or involving the employment of laborers or mechanics, the following terms shall apply:

- A. Overtime requirements. No Subrecipient or contractor shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.
- B. Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (b)(1) of 29 C.F.R. § 5.5, Subrecipient and any contractor responsible therefor shall be liable for the unpaid wages. In addition, such Subrecipient and contractor shall be liable to the United States for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (b)(1) of 40 U.S.C. section 3702, in the sum of \$27 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages.
- C. Withholding for unpaid wages and liquidated damages. The City shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by Subrecipient or any contractor under any such contract or any other Federal contract with the same prime Subrecipient, or any other federally-assisted

contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime Subrecipient, such sums as may be determined to be necessary to satisfy any liabilities of such Subrecipient or contractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (b)(2) of 29 C.R.R. § 5.5.

- D. Subcontracts. The Subrecipient or any contractor shall insert in any agreements the clauses set forth in paragraph 28(A) through (C) of this section, and also a clause requiring the Subrecipients or contractor to include these clauses in any lower tier subawards or contracts. The prime Subrecipient shall be responsible for compliance by any lower tier subrecipient or contract with the clauses set forth herein.

8. Prohibition on Contracting for Covered Telecommunications Equipment or Services.

- A. Definitions. As used in this clause, the terms backhaul; covered foreign country; covered telecommunications equipment or services; interconnection arrangements; roaming; substantial or essential component; and telecommunications equipment or services have the meaning as defined in FEMA Policy 405-143-1, Prohibitions on Expending FEMA Award Funds for Covered Telecommunications Equipment or Services (Interim), as used in this clause.

- B. Prohibitions.

- (1) Section 889(b) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019, Pub. L. No. 115-232, and 2 C.F.R. § 200.216 prohibit the head of an executive agency on or after Aug.13, 2020, from obligating or expending grant, cooperative agreement, loan, or loan guarantee funds on certain telecommunications products or from certain entities for national security reasons.
- (2) Unless an exception in paragraph (c) of this clause applies, the Subrecipient and its lower tier subrecipients or contractors may not use grant, cooperative agreement, loan, or loan guarantee funds from the Federal Emergency Management Agency to:
 - (i) Procure or obtain any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology of any system;
 - (ii) Enter into, extend, or renew a contract to procure or obtain any equipment, system, or service that uses covered telecommunications equipment or

services as a substantial or essential component of any system, or as critical technology of any system;

- (iii) Enter into, extend, or renew contracts with entities that use covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system; or
- (iv) Provide, as part of its performance of this Agreement, subcontract, or other contractual instrument, any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system.

C. Exceptions.

(1) This clause does not prohibit Subrecipients from providing:

- (i) A service that connects to the facilities of a third-party, such as backhaul, roaming, or interconnection arrangements; or Contract Provisions Guide 28.
- (ii) Telecommunications equipment that cannot route or redirect user data traffic or permit visibility into any user data or packets that such equipment transmits or otherwise handles.

(2) By necessary implication and regulation, the prohibitions also do not apply to:

- (i) Covered telecommunications equipment or services that: i. Are not used as a substantial or essential component of any system; and ii. Are not used as critical technology of any system.
- (ii) Other telecommunications equipment or services that are not considered covered telecommunications equipment or services.

D. Reporting requirement.

(1) In the event the Subrecipient identifies covered telecommunications equipment or services used as a substantial or essential component of any system, or as critical technology as part of any system, during contract performance, or the Subrecipient is notified of such by a lower tier subrecipient or contactor at any tier or by any other source, the Subrecipient shall report the information in paragraph (d)(2) of this clause to the recipient or subrecipient, unless elsewhere in this contract are established procedures for reporting the information.

(2) The Subrecipient shall report the following information pursuant to paragraph (d)(1) of this clause:

- (i) Within one business day from the date of such identification or notification: The contract number; the order number(s), if applicable; supplier name; supplier unique entity identifier (if known); supplier Commercial and Government Entity (CAGE) code (if known); brand; model number (original equipment manufacturer number, manufacturer part number, or wholesaler number); item description; and any readily available information about mitigation actions undertaken or recommended.
- (ii) Within 10 business days of submitting the information in paragraph (d)(2)(i) of this clause: Any further available information about mitigation actions undertaken or recommended. In addition, the Subrecipient shall describe the efforts it undertook to prevent use or submission of covered telecommunications equipment or services, and any additional efforts that will be incorporated to prevent future use or submission of covered telecommunications equipment or services.

E. Subawards and Contracts. The Subrecipient shall insert the substance of this clause, including this paragraph (e), in all subawards and contracts and other contractual instruments.”

9. Domestic Preferences for Procurements. As appropriate, and to the extent consistent with law, the Subrecipient should, to the greatest extent practicable, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States. This includes, but is not limited to iron, aluminum, steel, cement, and other manufactured products. For purposes of this clause: Produced in the United States means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States. Manufactured products mean items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

10. Access to Records and Work Sites. The Subrecipient agrees to provide the City, the State of California, the FEMA Administrator, the Department of Homeland Security, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of the Subrecipient which are directly pertinent to this Agreement for the purposes of making audits, examinations, excerpts, and transcriptions.

The Subrecipient agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed. The Subrecipient agrees to provide the above-referenced entities or their authorized representatives access to work sites pertaining to the work being completed under the Agreement.

11. Records Retention.

- A. During the performance of this Agreement and for a period of five years after the final payment is made, Subrecipient shall maintain all records related to this Agreement, in accordance with generally accepted accounting practices, including records of Subrecipient's costs for performance under this Agreement and records of Subrecipient's Reimbursable Expenses.
- B. Subrecipient shall keep and make records available for inspection and audit by representatives of the City upon reasonable written notice.
- C. Records to be retained include, but are not limited to:
 - (1) General ledger and subsidiary ledgers used to account for the receipt of funds from the City and the disbursements of such funds for eligible expenses related to the provision of services;
 - (2) Budget records; payroll, time records, and human resource records to support costs incurred for payroll expenses related to the provision of services;
 - (3) Receipts of purchases made relating to the services;
 - (4) Subawards and contracts entered into to provide the Services, and all documents related to such Agreements;
 - (5) All reports, auditors, or other monitoring of subrecipients or contractors;
 - (6) All documents supporting the provision of services;
 - (7) All internal and external communications (including email) related to the services; and
 - (8) All investigative files and inquiry reports involving the services.

12. Allowable Costs. Subrecipient agrees that the "Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards" (2 CFR, Part 200), 48 CFR,

Part 31, Federal Acquisition Regulations System, and any applicable federal agencies implementation procedures, shall be used to determine the cost allowability of individual items.

Any costs for which payment has been made to Subrecipient that are determined by subsequent audit to be unallowable under 2 CFR, Part 200, 48 CFR, Part 31, Federal Acquisition Regulations System or federal agency procedures implementing 2 CFR, Part 200 are subject to repayment by Subrecipient to the City. Disallowed costs must be reimbursed to the City within sixty (60) days unless the City approves in writing an alternative repayment plan.

- 13. DHS Seal, Logo and Flags.** Subrecipient shall not use the U.S. Department of Homeland Security ("DHS") seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific pre-approval from the U.S. Federal Emergency Management Agency ("FEMA").
- 14. Compliance with Federal Law and Rules.** Subrecipient acknowledges that FEMA financial assistance may be used to fund all or a portion of the Agreement. Subrecipient will comply with all applicable Federal law, regulations, executive orders, FEMA policies, procedures, and directives. Subrecipient agrees to comply with all applicable instructions, guidance, limitations, and other conditions set forth in the Notice of Funding Opportunity, which are incorporated herein by reference.
- 15. No Obligation by Federal Government.** The Federal Government is not a party to this agreement and is not subject to any obligations or liabilities to the City, Subrecipient, or any other party pertaining to any matter resulting from the Agreement.
- 16. Program Fraud and False or Fraudulent Statements or Related Acts.** Subrecipient acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the Subrecipient's actions pertaining to this Agreement.
- 17. Affirmative Socioeconomic Steps.** If contracts are to be let, the prime Subrecipient is required to take all necessary steps identified in 2 C.F.R. § 200.321(b)(1)-(5) to ensure that small and minority businesses, women's business enterprises, and labor surplus area firms are used when possible.
- 18. Drug-Free Certification.** By signing this Agreement, Subrecipient hereby certifies under penalty of perjury under the laws of the State of California that Subrecipient will comply with the requirements of the Drug-Free Workplace Act of 1990 (Government Code § 8350, et seq.) and will provide a drug-free workplace by taking the following actions:

- A. Publish a statement notifying employees that unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited, and specifying actions to be taken against employees for violations.
- B. Establish a Drug-Free Awareness Program to inform employees about:
 - (1) The dangers of drug abuse in the workplace;
 - (2) The person's or the organization's policy of maintaining a drug-free workplace;
 - (3) Any available counseling, rehabilitation, and employee assistance programs; and
 - (4) Penalties that may be imposed upon employees for drug abuse violations.
- C. Every employee of Subrecipient who works under this Agreement shall:
 - (1) Receive a copy of Subrecipient's Drug-Free Workplace Policy Statement; and
 - (2) Agree to abide by the terms of Subrecipient's Statement as a condition of employment on this Agreement.

19. Subrecipient Compliance. Subrecipient agrees that all subawards and contracts shall contain the provisions of this Exhibit.

20. Protections for Whistleblowers. Pursuant to 41 U.S.C. § 4712, Subrecipient may not discharge, demote, or otherwise discriminate against any employee in reprisal for disclosing an information the employee reasonably believes is evidence of gross mismanagement of this Agreement, a gross waste of federal funds, an abuse of authority related to this Agreement, a substantial and specific danger to public health or safety, or a violation of law, rule, or regulation related to this Agreement.

21. Terrorist Financing. Subrecipient must comply with E.O. 13224 and U.S. laws that prohibit transactions with, and the provisions of resources and support to, individuals and organizations associated with terrorism. Recipients are legally responsible to ensure compliance with the Order and laws.

22. Remedies. Should Subrecipient violate of any of the terms of this Agreement, City may terminate the Agreement and pursue all available legal and equitable remedies.



**CCIC QUARTERLY REPORT
UASI Region**

CYBERSECURITY	Q1	Q2	Q3	Q4	TOTAL
Network Vulnerability / Active Directory Assessments					
Presentations					
Partner / Stakeholder Meetings					
Client Meetings					
Training / TTX (Tabletop Exercises)					
Special Events Support					
SAR / Intel Reports					
NOTES:					

Intelligence and Information Sharing / CIP	Q1	Q2	Q3	Q4	TOTAL
SARs Processed					
IB					
Joint Product					
OSB					
OSTA					
PSB					
PSB/RFI					
SARTA					
TA					
CIP VA					
Training / Exercises					
Meetings					
Presentations					
Data Call					
NOTES:					

COMBATting DVE	Q1	Q2	Q3	Q4	TOTAL
Intel Reports					
Exercise / Training					
Briefings / Presentations					
SETA					

NOTES:

ENHANCING ELECTION SECURITY	Q1	Q2	Q3	Q4	TOTAL
Onsite Vulnerability Assessment					
Exercise / Training					
Meetings					
Presentations					

NOTES:

AUTHORIZED AGENT

(NEW AA SHEET

NOTE: Unauthorized alterations will delay the approval of this request.

CITY OF SACRAMENTO

ALN:

HSGP 97.067

2024-0088

Supporting Information for Application, Modification, or Request for Federal Funds

This claim is for costs incurred within the grant performance period.

This request is for o/an: CCIC Contract

April 1, 2026

(Beginning Performance Period Date)

through

March 31, 2027

(Ending Performance Period Date)

(Request#)

(Amount This Request)

Under Penalty of Perjury, I certify that:

I am the duly authorized officer of the claimant herein. This claim is true, correct, and all expenditures were made in accordance with applicable laws, rules, regulations, and grant conditions and assurances.

Statement of Certification - Authorized Agent

By signing this report, I certify, to the best of my knowledge and belief, that the report is true, complete, and accurate, and that 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, false claims or otherwise. (U.S. Code Title 18, Section 1001 and Title 31, Sections 3729-3730 and 3801-3812).

James Cooper

Printed Name of Authorized Agent



Signature of Authorized Agent

Sheriff

Title of Authorized Agent

6-4-26

Date