



Date:

FOR CITY CLERK USE ONLY

DOCUSIGN ROUTING FORM

(1) Fill out the top half of this form for any agreement or contract:

- Mayor Signature
- City Manager Signature
- Department Director Signature

Council Approval Date, if applicable: February 21, 2023

(2) **Project Manager or Contract Administrator prepares and secures all contract documents and obtains Risk Management Review of insurance documents prior to routing documents to DocuSign Admin.**

(3) **Email all supporting documents to DocuSign Admin including agreement, approved insurance, bid recap, agenda report if applicable, and/or master agreement, if submitting a task order or amendment. Provide a list of names and emails for all signing parties and which parties should receive an executed copy of the contract.**

Note: All signing parties will receive a link via email to access a fully executed copy of the DocuSign agreement. If additional parties require an executed copy, indicate parties in the "Submitted by/Return to:" field below. City Clerk keeps one fully executed original.

(4) **To be completed by initiating department: (PLEASE COMPLETE THOROUGHLY)**

Contractor/Vendor: Contra Costa County Office of the Sheriff Business License No: N/A Grant MOU

Project Title: MOU FY2021 Homeland Security Grant Program

Contract Amount: \$ 190,000 MUNIS Charge Code: 43100007-3613-23401, 43100007-5125-23401

Submitted by / Return to: Andy Brown/ Drew Olson Ext: 3553/3517

Special Instructions: Additional Munis Charge Codes: 43100007-6720-23401, 43100007-7401-23401

Legal:

- This is a form agreement prepared by City Attorney's Office. (See T:/City Attorney Approved Agreements)
 - No changes were made; or
 - Changes are described or highlighted on attached page(s).
- This is not a form agreement prepared by City Attorney's Office. Previously prepared or reviewed by: _____.

(5) **Routing Instructions** (in this order please). Please check applicable boxes, sign & date when approved.

- City Clerk: Entered into Contract Tracking Log: GM DocuSigned by: Amy Heavenner 931CBCC773C6440
- Document is within CM signature authority of \$30,001 to \$85,000 for standard agreements or \$85,000 to \$200,000 for CUPCCA agreements (eff. 7/5/17 per Administrative Policy #208, "Purchasing Policy and Procedures")
- Mayor or City Manager Signature (**circle one**)
- Insurance documents prepped for Risk Management Review (Risk Management has sample documentation, if needed)
- Consultant Statement of Economic Interest (Form 700) required
- City Attorney: Reviewed/Executed: Brian Hickey DocuSigned by: Brian Hickey 491FF94BE70F4BC... 3/24/2023
- Risk Management: TW DocuSigned by: Carla Hansen 329D2FB16D3D4E4... insurance requested 3/27/2023
- Finance: Katie Bruner DocuSigned by: Katie Bruner 64FA93E5F258445...

City Clerk's office will perform final processing.
Form available from City Clerk's Office only

MEMORANDUM OF UNDERSTANDING

BETWEEN

**THE COUNTY OF CONTRA COSTA OFFICE OF THE SHERIFF AND THE
CITY OF WALNUT CREEK / WALNUT CREEK POLICE DEPARTMENT**

**FOR THE DISTRIBUTION OF:
FY 2021 HOMELAND SECURITY GRANT PROGRAM (HSGP 2021)**

THIS MEMORANDUM OF UNDERSTANDING (“MOU”) is made this September 1, 2021, in the City of Martinez, County of Contra Costa, State of California, by and between the Contra Costa Office of the Sheriff (“CCCSO”) and the City of Walnut Creek / Walnut Creek Police Department (“WCPD”), in its capacity as a subrecipient of FY 2021 Homeland Security Grant Program (“HSGP 2021”).

NOW, THEREFORE, in consideration of the premises and the mutual covenants contained in this MOU and for other good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, the parties hereto agree as follows:

**ARTICLE 1
DEFINITIONS**

1.1 Specific Terms. Unless the context requires otherwise, the following capitalized terms (whether singular or plural) shall have the meanings set forth below:

(a) “**ADA**” shall mean the Americans with Disabilities Act (including all rules and regulations there under) and all other applicable federal, state and local disability rights legislation, as the same may be amended, modified or supplemented from time to time.

(b) “**Authorized Expenditures**” shall mean expenditures for those purposes identified and budgeted in Appendix A, attached hereto and incorporated by reference as though fully set forth herein.

HSGP 2021 Project 005 WCPD Bomb Technician Training Total \$60,000.00
HSGP 2021 Project 009 WCPD EOD 3D Printer Total \$10,000.00
HSGP 2021 Project 010 WCPD Bomb Squad K9 Program Equipment Total \$101,000.00
HSGP 2021 Project 010 WCPD Bomb Squad K9 Program Training Total \$19,000.00

(c) “**Event of Default**” shall have the meaning set forth in Section 7.1.

(d) “**Fiscal Quarter**” shall mean each period of three calendar months commencing on July 1, October 1, January 1, and April 1, respectively.

(e) **“Grant Funds”** shall mean any and all funds allocated or disbursed to the **City of Walnut Creek / Walnut Creek Police Department, Federal Tax ID Number 94-6000450** and **UEI XXTBG917BSK3**. This MOU shall specifically cover funds allocated or disbursed from **Cal OES Subaward No. 2021-0081, Cal OES ID No. 013-00000, CFDA No. 97.067**, per Cal OES award notice dated February 14, 2022.

(f) **“Grant Plan”** shall mean the plans, performances, events, exhibitions, acquisitions or other activities or matter, and the budget and requirements, described in Appendix A. If **WCPD** requests any modification to the Grant Plan, **WCPD** shall submit a written request to CCCSO Captain of Office of Emergency Services with the following information: Scope of change requested, reason for change, proposed plan for change, summary of approved and requested modifications to the Grant Plan, and any necessary approvals in support of change (e.g., EHP).

(g) **“Reimbursement Request”** shall have the meaning set forth in Section 3.10(a).

1.2 Additional Terms.

The terms “as directed,” “as required” or “as permitted” and similar terms shall refer to the direction, requirement, or permission of CCCSO and **WCPD**. The terms “sufficient,” “necessary” or “proper” and similar terms shall mean sufficient, necessary or proper in the sole judgment of CCCSO and **WCPD**. The terms “approval,” “acceptable” or “satisfactory” or similar terms shall mean approved by, or acceptable or satisfactory to, CCCSO and **WCPD**. The terms “include,” “included” or “including” and similar terms shall be deemed to be followed by the words “without limitation.” The use of the term “subcontractor,” “subgrantee,” “successor” or “assign” herein refers only to a subcontractor, subgrantee, successor or assign expressly permitted under Article 8.

1.3 References to this MOU.

References to this Agreement include: (a) any and all appendices, exhibits, schedules, and attachments hereto; (b) any and all statutes, ordinances, regulations or other documents expressly incorporated by reference herein; and (c) any and all amendments, modifications or supplements hereto made in accordance with Section 10.2. References to articles, sections, subsections or appendices refer to articles, sections or subsections of or appendices to this MOU, unless otherwise expressly stated. Terms such as “hereunder,” “herein” or “hereto” refer to this MOU as a whole.

1.4 Reference to laws.

Any reference in this MOU to a federal or state statute, regulation, executive order, requirement, policy, guide, guideline, information bulletin, or instruction shall mean that statute, regulation, executive order, requirement, policy, guide, guideline, information bulletin, or instruction as is currently in effect and as may be amended, modified or supplemented from time to time.

ARTICLE 2
ALLOCATION AND CERTIFICATION OF GRANT FUNDS;
LIMITATIONS ON WCPD's OBLIGATIONS

2.1 Risk of Non-Allocation of Grant Funds.

This Agreement is subject to all federal, state, CCCSO grant requirements and guidelines, including DHS and Cal OES requirements, guidelines, information bulletins, and instructions, the decision-making of the Cal OES and the Approval Authority, the terms and conditions of the grant award; the approved application. The CCCSO shall have no obligation to allocate or direct disbursement of funds for this MOU in lieu of allocations for new or other agreements. **WCPD** acknowledges and agrees that grant decisions are subject to the discretion of the Cal OES and final Approval Authority of CCCSO. Further, **WCPD** acknowledges and agrees that the CCCSO shall have no obligation to disburse grant funds to **WCPD** until CCCSO and **WCPD** have fully and finally executed this MOU. **WCPD** acknowledges and agrees that if it takes any action, informal or formal, to appropriate, encumber or expend Grant Funds before final allocation decisions by Cal OES and the Approval Authority, and before this MOU is fully and finally executed, it assumes all risk of possible non-allocation or non-reimbursement of funds, and such acknowledgement and agreement is part of the consideration of this MOU.

2.2 Certification of CCCSO Commander Management Services;
Guaranteed Maximum Costs.

No funds shall be available under this MOU without prior written authorization certified by CCCSO.

(a) **WCPD's** obligations hereunder shall not at any time exceed the amount approved in the grant award for the purpose and period stated in such certification.

(b) Except as may be provided by CCCSO ordinances governing emergency conditions and its employees and officers, are not authorized to request **WCPD** to perform services or to provide materials, equipment and supplies that would result in **WCPD** performing services or providing materials, equipment and supplies that are beyond the scope of the services, materials, equipment and supplies specified in this MOU, unless this MOU is amended in writing and approved as required by law to authorize the additional services, materials, equipment or supplies. CCCSO is not required to pay **WCPD** for services, materials, equipment or supplies that are provided by **WCPD** that are beyond the scope of the services, materials, equipment and supplies agreed upon herein and which were not approved by a written amendment to this MOU having been lawfully executed by CCCSO.

(c) CCCSO and its employees and officers, are not authorized to offer or promise to **WCPD** additional funding for this MOU that would exceed the maximum amount of funding provided for herein. Additional funding for this Agreement in excess of the maximum provided herein shall require lawful approval and final certification by the CCCSO. CCCSO is not required to honor any offered or promised additional funding that exceeds the maximum provided in this MOU that requires lawful approval and certification of the CCCSO Commander Management Services when the lawful approval and certification by the Commander has not been obtained.

(d) The CCCSO Commander Management Services is not authorized to make payments on any agreement for which funds have not been certified as available in the budget or by supplemental appropriation.

ARTICLE 3 PERFORMANCE OF THE MOU

3.1 Duration of Term.

The term of this MOU shall commence on **September 1, 2021** and shall end on **May 30, 2024**.

3.2 Maximum Amount of Funds.

In no event shall the amount of Grant Funds disbursed hereunder exceed **Sixty Thousand Dollars (\$60,000) for Project 005 WCPD Bomb Technician Training Project, Ten Thousand Dollars (\$10,000) for Project 009 WCPD EOD 3D Printer Project, One-Hundred and One Thousand Dollars (\$101,000) for Project 010 WCPD Bomb Squad K9 Program Equipment Project, and Nineteen Thousand Dollars (\$19,000) for Project 005 WCPD Bomb Squad K9 Program Training.** CCCSO will not automatically transfer Grant Funds to **WCPD** upon execution of this MOU. **WCPD** must submit all required supporting documents prior to procurement to CCCSO first for preliminary review. A Reimbursement Request and all required supporting documents under Section 3.10 of this MOU, before CCCSO will disburse Grant Funds to **WCPD**.

3.3 Use of Funds.

(a) General Requirements. **WCPD** shall use the Grant Funds received under this MOU for the purposes and in the amounts set forth in the Grant Plan. **WCPD** shall not use or expend Grant Funds for any other purpose, including but not limited to, for matching funds for other federal grants/cooperative agreements, lobbying or intervention in federal regulatory or adjudicatory proceedings, or to sue the federal government or any other government entity. **WCPD** shall not permit any federal employee to receive Grant Funds.

(b) Modification of Grant Plan. Under Sections 1.1(f) and 10.2 of this MOU, **WCPD** may submit a written request to modify the Grant Plan. **WCPD** shall not appropriate, encumber or expend any additional or reallocated Grant Funds pursuant to such a request for modification until (1) the CCCSO designee has provided written approval for the request and (2) the parties have finally executed a modification of this MOU under Section 10.2, to reflect the modified Grant Plan. In addition, if the modification request requires approval from Cal OES, as determined by CCCSO, **WCPD** shall not appropriate, encumber or expend any additional or reallocated Grant Funds pursuant to the modification request without final approval from Cal OES.

(c) No Supplanting. **WCPD** shall use Grant Funds to supplement existing funds, and not replace (supplant) funds that have been appropriated for the same purpose.

(d) Obligations. **WCPD** must expend Grant Funds in a timely manner consistent with the grant milestones, guidance and assurances; and make satisfactory progress toward the goals, objectives, milestones and deliverables in this Agreement.

3.4 Grant Assurances; Other Requirements; Cooperation with Monitoring.

(a) **WCPD** shall comply with all Grant Assurances included in Appendix B, attached hereto and incorporated by reference as though fully set forth herein.

(b) In addition to complying with all Grant Assurances, **WCPD** shall comply with all applicable statutes, regulations, executive orders, requirements, policies and procedures, guides, guidelines, information bulletins, Cal OES grant management memos, and instructions; the terms and conditions of the grant award; the approved application, and any conditions imposed by Cal OES and CCCSO. **WCPD** shall require and ensure that all subgrantees, contractors and other entities receiving Grant Funds through or from **WCPD** comply with all applicable statutes, regulations, executive orders, requirements, policies, guides, guidelines, information bulletins, Cal OES grant management memos, and instructions; the terms and conditions of the grant award; the approved application, and any conditions imposed by Cal OES and CCCSO.

(c) **WCPD** shall promptly comply with all standards, specifications and formats of CCCSO, as they may from time to time exist, related to evaluation, planning and monitoring of the Grant Plan and compliance with this MOU. **WCPD** shall cooperate in good faith with CCCSO in any evaluation, inspection, planning or monitoring activities conducted or authorized by DHS and Cal OES. For ensuring compliance with non-supplanting requirements, upon request by CCCSO, **WCPD** shall supply documentation certifying that a reduction of non-federal resources occurred for reasons other than the receipt or expected receipt of Grant Funds.

3.4 Administrative, Programmatic and Financial Management Requirements.

WCPD shall establish and maintain administrative, programmatic and financial management systems and records in accordance with federal, State of California and CCCSO requirements. This provision requires, at a minimum, that **WCPD** comply with the following non-exclusive list of regulations commonly applicable to DHS grants, as applicable to this MOU and the Grant Plan:

(a) Administrative Requirements:

1. 2 CFR Part 200, *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards* (formerly 44 CFR Part 13, OMB Circulars A-21, A-87, A-89, A-102, A-110, A-122, and A-133).

(b) Cost Principles:

1. 2 CFR Part 200, Subpart E - *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards* (formerly 44 CFR Part 13, OMB Circulars A-21, A-87, A-89, A-102, A-110, A-122, and A-133);

2. Federal Acquisition Regulations (FAR), Part 31.2 *Contract Principles and Procedures, Contracts with Commercial Organizations*.

(c) Audit Requirements:

1. 2 CFR Part 200 Subpart F - *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards* (formerly 44 CFR Part 13, OMB Circulars A-21, A-87, A-89, A-102, A-110, A-122, and A-133).

A copy of **WCPD** Annual Single Audit Report including findings and corrective action plan must be submitted to CCCSO.

3.6 Procurement Requirements

(a) General Requirements. **WCPD** shall follow the most restrictive procurement requirements between CCCSO, federal and State of California statutes, regulations, requirements, policies, guides, guidelines and instructions.

(b) Specific Purchases. If **WCPD** is using Grant Funds to purchase interoperable communication equipment, **WCPD** shall consult DHS's SAFECOM's coordinated grant guidance, which outlines standards and equipment information to enhance interoperable communication. If **WCPD** is using Grant Funds to acquire critical emergency supplies, prior to expending any Grant Funds, **WCPD** shall submit to the CCCSO for approval by Cal OES a viable inventory management plan, an effective distribution strategy, sustainment costs for such an effort, and logistics expertise to avoid situations where funds are wasted because supplies are rendered ineffective due to lack of planning.

Bond requirement. **WCPD** shall obtain a performance bond for any equipment items over \$250,000 or any vehicle, aircraft or watercraft financed with Grant Funds. A copy of the notarized performance bond certificate must be submitted to CCCSO.

WCPD shall submit all supporting documents (i.e. bid announcement, bids/proposals, proposal evaluation, cost/price analysis, System Award Management dated print out, City Council approval, etc) to CCCSO for review and approval prior to procurement. Once approved, **WCPD** shall process the procurement.

3.7 Subgrantee and Contractor Requirements

(a) **WCPD** shall ensure and independently verify that any subgrantee, contractor or other entity receiving Grant Funds through or from **WCPD** is not debarred, suspended, or otherwise excluded from or ineligible for participation in federal assistance programs, under Executive Orders 12549 and 12689, as implemented at 2 CFR Part 3000. **WCPD** shall obtain documentation of eligibility before processing procurement to any subgrantee, contractor or other entity. **WCPD** shall maintain documentary proof of this verification in its files and submit a dated print out to CCCSO. **WCPD** shall establish procedures for the effective use of the "Excluded Parties List System," to assure that it does not provide Grant Funds to excluded parties. **WCPD** shall also establish procedures to provide for effective use and/or dissemination of the list to assure that its grantees and subgrantees, including contractors, at any tier do not make awards in violation of the non-procurement debarment and suspension common rule.

(b) **WCPD** shall ensure that any subgrantee, contractor or other entity receiving Grant Funds through or from **WCPD** complies with the requirements of 44 CFR Part 18, *New Restrictions on Lobbying*; and

(c) **WCPD** shall ensure that any subgrantee, contractor or other entity receiving Grant Funds through or from **WCPD** complies with the requirements of 2 CFR Part 3001, *Requirements for Drug-Free Workplace (Financial Assistance)*.

3.8 Monitoring Grant Performance

(a) CCCSO is authorized to perform periodic monitoring reviews of **WCPD's** performance under this MOU, to ensure that the Grant Plan goals, objectives, performance requirements, timelines, milestone completion, budgets and other criteria are being met. Programmatic monitoring may include the Regional Federal Preparedness Coordinators, or other federal or state personnel, when appropriate. Monitoring may involve a combination of desk-based reviews and on-site monitoring visits, inspection of records, and verifications of grant activities. These reviews will involve a review and analysis of the financial, programmatic, performance and administrative issues relative to each program and will identify areas where technical assistance and other support may be needed. The reviews may include, but are not limited to:

1. Evaluating eligibility of expenditures;
2. Comparing actual grant activities to those approved by CCCSO and specified in the Grant Plan;
3. Confirming compliance with: Grant Assurances; information provided on performance reports and payment requests; and needs and threat assessments and strategies.

(b) CCCSO is responsible for monitoring and auditing the grant activities of any subgrantee, contractor or other entity receiving Grant Funds through or from CCCSO. This requirement includes but is not limited to mandatory on-site verification visits.

(c) If after any monitoring review, the DHS or Cal OES makes findings that require a Corrective Action Plan by **WCPD**, the CCCSO shall place a hold on all Reimbursement Requests from **WCPD** until the findings are resolved.

(d) If after any monitoring review, Cal OES makes findings due to disallowable cost and require funds to be returned, **WCPD** shall return the funds to CCCSO.

3.9 Disbursement Procedures.

CCCSO shall disburse Grants Funds to **WCPD** as follows:

(a) **WCPD** shall submit to CCCSO Lieutenant of Office of Emergency Services for review and approval, in the manner specified for notices pursuant to Article 9, a document ("Reimbursement Request") substantially in the form attached as Appendix C, attached hereto and incorporated by reference as though fully set forth herein. The CCCSO shall serve as the primary contact for **WCPD** regarding any Reimbursement Request.

(b) The Lieutenant at CCCSO Office of Emergency Services will review all Reimbursement Requests for compliance with this MOU and all applicable guidelines. A Reimbursement Checklist will be used to verify supporting documents and packet will be forwarded to the Captain at Office of Emergency Services for approval. Documents will then be forwarded to CCCSO Commander Management Services for final approval. The CCCSO will return to **WCPD** any Reimbursement Request that is submitted and not approved, with a brief statement of the reason for the rejection of the Reimbursement Request.

(c) If a rejection relates only to a portion of the expenditures itemized in any Reimbursement Request, CCCSO shall have no obligation to disburse any Grant Funds for any other expenditures itemized in such Reimbursement Request unless and until **WCPD** submits a Reimbursement Request that is in all respects acceptable to CCCSO.

(d) If **WCPD** is not in compliance with any provision of this MOU, CCCSO may withhold disbursement of Grant Funds until **WCPD** has taken corrective action and currently complies with all terms and conditions of the MOU.

3.10 Disallowance.

WCPD agrees that if it claims or receives reimbursement from CCCSO for an expenditure that is later disallowed by the State of California or the federal government, **WCPD** shall promptly refund the disallowed amount to CCCSO upon receipt of the written request. At its option, CCCSO may offset all or any portion of the disallowed amount against any other payment due to **WCPD** hereunder or under any other Agreement with **WCPD**. Any such offset with respect to a portion of the disallowed amount shall not release **WCPD** from **WCPD**'s obligation hereunder to refund the remainder of the disallowed amount.

3.11 EHP Requirements.

(a) Grant Funded projects must comply with the federal Environmental and Historic Preservation ("EHP") program. **WCPD** shall not initiate any project with the potential to impact environmental or historic properties or resources until Cal OES and FEMA have completed EHP reviews and approved the project. Examples of projects that may impact EHP resources include: communications towers, physical security enhancements, new construction, and modifications to buildings, structures and objects that are 50 years old or greater. **WCPD** shall notify the CCCSO of any project that may require an EHP review. **WCPD** agrees to provide detailed project information to FEMA and Cal OES, to cooperate fully in the review, and to prepare any documents requested for the review. **WCPD** shall comply with all conditions placed on the project as the result of the EHP review and implement any treatment or mitigation measures deemed necessary to address potential adverse impacts. With prior approval of CalOES, **WCPD** may use Grant Funds toward the costs of preparing documents and/or implementing treatment or mitigation measures. Any change to the approved project scope of work will require re-evaluation for compliance with EHP requirements. If ground disturbing activities occur during project implementation, **WCPD** shall notify the CCCSO and CalOES and ensure monitoring of ground disturbance. If any potential archeological resources are discovered, **WCPD** shall immediately cease construction in that area and notify CCCSO and CalOES, which will notify the appropriate State Historic Preservation Office. If **WCPD** is using Grant Funds for a communication tower project, **WCPD** shall complete its Federal Communication Commission ("FCC") EHP process before preparing its Cal OES/FEMA EHP materials, and shall include the FCC EHP materials in the Cal OES/FEMA submission.

(b) Any construction or other project that **WCPD** initiates without the necessary EHP review and approval will not be eligible for reimbursement. Failure of **WCPD** to meet federal, State, and local EHP requirements, obtain applicable permits, or comply with any conditions that may be placed on the project as the result of FEMA's and/or Cal OES's EHP review will result in the denial of Reimbursement Requests shall immediately cease construction in that area and notify the CCCSO and CalOES, which will notify the appropriate State Historic Preservation Office. If

WCPD is using Grant Funds for a communication tower project, **WCPD** shall complete its Federal Communication Commission (“FCC”) EHP process before preparing its Cal OES/FEMA EHP materials, and shall include the FCC EHP materials in the Cal OES/FEMA submission.

(b) Any construction or other project that **WCPD** initiates without the necessary EHP review and approval will not be eligible for reimbursement. Failure of **WCPD** to meet federal, State, and local EHP requirements, obtain applicable permits, or comply with any conditions that may be placed on the project as the result of FEMA’s and/or Cal OES’s EHP review will result in the denial of Reimbursement Requests.

ARTICLE 4 REPORTING REQUIREMENTS; AUDITS

4.1 Regular Reports.

WCPD shall provide, in a prompt and timely manner, financial, operational and other reports, as requested by CCCSO.

4.2 Notification of Defaults or Changes in Circumstances.

WCPD shall notify the CCCSO immediately of (a) any Event of Default or event that, with the passage of time, would constitute an Event of Default; (b) any change of circumstances that would cause any of the representations or warranties contained in Article 5 to be false or misleading at any time during the term of this Agreement; and (c) any change of circumstances or events that would cause **WCPD** to be out of compliance with the Grant Assurances in Appendix B.

4.3 Books and Records.

WCPD shall establish and maintain accurate files and records of all aspects of the Grant Plan and the matters funded in whole or in part with Grant Funds. Without limiting the scope of the foregoing, **WCPD** shall establish and maintain accurate financial books and accounting records relating to Authorized Expenditures and to Grant Funds received and expended under this MOU, together with all invoices, documents, payrolls, time records and other data related to the matters covered by this MOU, whether funded in whole or in part with Grant Funds. **WCPD** shall maintain all of the files, records, books, invoices, documents, payrolls and other data required to be maintained under this Section in a readily accessible location and condition for a period of not less than three (3) years after expiration of this MOU or until any final audit by Cal OES has been fully completed, whichever is later.

4.4 Inspection and Audit.

WCPD shall make available to CCCSO employees and authorized representatives, during regular business hours, all of the files, records, books, invoices, documents, payrolls and other data required to be established and maintained by **WCPD** under Section 4.3 and allow access and the right to examine those items. **WCPD** shall permit CCCSO employees and authorized representatives, to inspect, audit, examine and make excerpts and transcripts from any of the foregoing. The rights of CCCSO pursuant to this Section shall remain in effect so long as **WCPD** has the obligation to maintain such files, records, books, invoices, documents, payrolls and other data under this Article 4. The DHS, the Comptroller General of the United States or

designee, and Cal OES shall have the same inspection and audit rights as CCCSO. **WCPD** shall cooperate with any federal or state audit.

4.5 Audit Report.

If the amount specified in Section 3.2 of this agreement is \$750,000 or more, **WCPD** shall submit an organization-wide financial and compliance audit report. The audit must be performed in accordance with GAO's *Government Auditing Standards*, and 2 CFR Part 200 Subpart F - *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards*. **WCPD** shall submit its audit report to the CCCSO no later than six months after the finalization of the Single Audit report.

ARTICLE 5 REPRESENTATIONS AND WARRANTIES

WCPD represents and warrants each of the following as of the date of this MOU and at all times throughout the term of this MOU:

5.1 No Misstatements.

No document furnished or to be furnished by **WCPD** to the CCCSO in connection with this MOU, any Reimbursement Request or any other document relating to any of the foregoing, contains or will contain any untrue statement of material fact or omits or will omit a material fact necessary to make the statements contained therein not misleading, under the circumstances under which any such statement shall have been made.

5.2 Eligibility to Receive Federal Funds.

By executing this MOU, **WCPD** certifies that it is eligible to receive federal funds, and specifically certifies as follows:

(a) **WCPD** is not suspended, debarred or otherwise excluded from participation in federal assistance programs, as required by Executive Order 12549 and 12689, "Debarment and Suspension" and implemented at 2 CFR Part 3000.

(b) **WCPD** complies with 31 U.S.C. §1352, *Limitation on use of appropriated funds to influence federal contracting and financial transactions*, as implemented at 44 CFR Part 18 and 6 CFR Part 9.

(c) **WCPD** complies with the Drug-Free Workplace Act of 1988, as amended, 41 U.S.C. §701 et seq., as implemented in 2 CFR Part 3001, and will continue to provide a drug-free workplace as required under that Act and implementing regulations.

(d) **WCPD** is not delinquent in the repayment of any federal debt. See OMB Circular A-129.

WCPD acknowledges that these certifications of eligibility to receive federal funds are material terms of the MOU.

5.3 NIMS Compliance.

To be eligible to receive Grant Funds, **WCPD** must meet National Incident Management System ("NIMS") compliance requirements, and report full NIMS compliance via the National Incident Management System Capability Assessment Support Tool ("NIMSCAST"). By executing this Agreement, **WCPD** certifies that it is in full NIMS compliance, and that it has reported that compliance via the NIMSCAST. **WCPD** shall provide documentation of its NIMS compliance to the CCCSO. **WCPD** acknowledges that this certification is a material term of the MOU.

ARTICLE 6 INDEMNIFICATION AND GENERAL LIABILITY

6.1 Indemnification.

WCPD shall indemnify, protect, defend and hold harmless each of the Indemnified Parties from and against any and all Losses arising from, in connection with or caused by **WCPD's** performance of this MOU, including, but not limited to, the following: (a) a material breach of this MOU **WCPD**; (b) a material breach of any representation or warranty of **WCPD** contained in this MOU; (c) any personal injury or death caused, directly or indirectly, by any act or omission of **WCPD** or its employees, subgrantees or agents; (d) any loss of or damage to property caused, directly or indirectly, by any act or omission of **WCPD** or its employees, subgrantees or agents; (e) the use, misuse or failure of any equipment or facility used by **WCPD**, or by any of its employees, subgrantees or agents, regardless of whether such equipment or facility is furnished, rented or loaned to **WCPD** by an Indemnified Party; (f) any tax, fee, assessment or other charge for which **WCPD** is responsible under Section 10.4; or (g) any infringement of patent rights, copyright, trade secret or any other proprietary right or trademark of any person or entity in consequence of the use by any Indemnified Party of any goods or services furnished by **WCPD** or its employees, subgrantees or agents to such Indemnified Party in connection with this MOU. The foregoing indemnity shall include, without limitation, reasonable fees of attorneys, consultants and experts and related costs and CCCSO's costs of investigating any claims against CCCSO.

6.2 Duty to Defend; Notice of Loss.

WCPD acknowledges and agrees that its obligation to defend the Indemnified Parties under Section 6.1: (a) is an immediate obligation, independent of its other obligations hereunder; (b) applies to any Loss which actually or potentially falls within the scope of Section 6.1, regardless of whether the allegations asserted in connection with such Loss are or may be groundless, false or fraudulent; and (c) arises at the time the Loss is tendered to **WCPD** by the Indemnified Party and continues at all times thereafter. The Indemnified Party shall give **WCPD** prompt notice of any Loss under Section 6.1 and **WCPD** shall have the right to defend, settle and compromise any such Loss; provided, however, that the Indemnified Party shall have the right to retain its own counsel at the expense of **WCPD** if representation of such Indemnified Party by the counsel retained by **WCPD** would be inappropriate due to conflicts of interest between such Indemnified Party and **WCPD**. An Indemnified Party's failure to notify **WCPD** promptly of any Loss shall not relieve **WCPD** of any liability to such Indemnified Party pursuant to Section 6.1, unless such failure materially impairs **WCPD's** ability to defend such Loss. **WCPD** shall seek the Indemnified Party's prior written consent to settle or compromise any Loss if **WCPD** contends that such Indemnified Party shares in liability with respect thereto.

6.3 Incidental and Consequential Damages.

Losses covered under this Article 6 shall include any and all incidental and consequential damages resulting in whole or in part from **WCPD's** acts or omissions. Nothing in this Agreement shall constitute a waiver or limitation of any rights that any Indemnified Party may have under applicable law with respect to such damages.

6.4 LIMITATION ON LIABILITY OF CCCSO. CCCSO'S OBLIGATIONS UNDER THIS AGREEMENT SHALL BE LIMITED TO THE AGGREGATE AMOUNT OF GRANT FUNDS ACTUALLY DISBURSED HEREUNDER. NOTWITHSTANDING ANY OTHER PROVISION CONTAINED IN THIS AGREEMENT OR ANY OTHER DOCUMENT OR COMMUNICATION RELATING TO THIS AGREEMENT, IN NO EVENT SHALL CITY BE LIABLE, REGARDLESS OF WHETHER ANY CLAIM IS BASED ON CONTRACT OR TORT, FOR ANY SPECIAL, CONSEQUENTIAL, INDIRECT OR INCIDENTAL DAMAGES, INCLUDING LOST PROFITS, ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT, THE GRANT FUNDS, THE GRANT PLAN OR ANY ACTIVITIES PERFORMED IN CONNECTION WITH THIS AGREEMENT.

ARTICLE 7

EVENTS OF DEFAULT AND REMEDIES; TERMINATION FOR CONVENIENCE

7.1 Events of Default.

The occurrence of any one or more of the following events shall constitute an "Event of Default" under this Agreement:

False Statement. Any statement, representation, certification or warranty contained in this MOU, in any Reimbursement Request, or in any other document submitted to the CCCSO under this MOU is found by the CCCSO to be false or misleading.

(b) Failure to Perform Other Covenants. **WCPD** fails to perform or breaches any provision or covenant of this MOU to be performed or observed by **WCPD** as and when performance or observance is due and such failure or breach continues for a period of ten (10) days after the date on which such performance or observance is due.

(c) Failure to Comply with Applicable Laws. **WCPD** fails to perform or breaches any of the terms or provisions of Article 12.

(d) Voluntary Insolvency. **WCPD** (i) is generally not paying its debts as they become due, (ii) files, or consents by answer or otherwise to the filing against it of, a petition for relief or reorganization or arrangement or any other petition in bankruptcy or for liquidation or to take advantage of any bankruptcy, insolvency or other debtors' relief law of any jurisdiction, (iii) makes an assignment for the benefit of its creditors, (iv) consents to the appointment of a custodian, receiver, trustee or other officer with similar powers of **WCPD** or of any substantial part of **WCPD's** property or (v) takes action for the purpose of any of the foregoing.

(e) Involuntary Insolvency. Without consent by **WCPD**, a court or government authority enters an order, and such order is not vacated within ten (10) days, (i) appointing a custodian receiver, trustee or other officer with similar powers with respect to **WCPD** or with respect to any substantial part of **WCPD**'s property, (ii) constituting an order for relief or approving a petition for relief or reorganization or arrangement or any other petition in bankruptcy or for liquidation or to take advantage of any bankruptcy, insolvency or other debtors' relief law of any jurisdiction or (iii) ordering the dissolution, winding-up or liquidation of **WCPD**.

7.2 Remedies upon Event of Default.

Upon and during the continuance of an Event of Default, CCCSO may do any of the following, individually or in combination with any other remedy:

(a) Termination.

CCCSO may terminate this MOU by giving a written termination notice to **WCPD** and, on the date specified in such notice, this Agreement shall terminate and all rights of **WCPD** hereunder shall be extinguished. In the event of such termination, CCCSO will pay **WCPD** for Authorized Expenditures in any Reimbursement Request that was submitted and approved CCCSO prior to the date of termination specified in such notice.

(b) Withholding of Grant Funds. CCCSO may withhold all or any portion of Grant Funds not yet disbursed hereunder, regardless of whether **WCPD** has previously submitted a Reimbursement Request or whether the CCCSO has approved the disbursement of the Grant Funds requested in any Reimbursement Request. Any Grant Funds withheld pursuant to this Section and subsequently disbursed to **WCPD** cure of applicable Events of Default shall be disbursed without interest.

(c) Return of Grant Funds. CCCSO may demand the immediate return of any previously disbursed Grant Funds that have been claimed or expended by **WCPD** in breach of the terms of this MOU, together with interest thereon from the date of disbursement at the maximum rate permitted under applicable law.

7.3 Termination for Convenience.

(a) CCCSO shall have the option, in its sole discretion, to terminate this Agreement, at any time during the term hereof, for convenience and without cause. CCCSO shall exercise this option by giving **WCPD** written notice of termination. The notice shall specify the date on which termination shall become effective.

(b) Upon receipt of the notice, **WCPD** shall commence and perform, with diligence, all actions necessary on the part of **WCPD** to effect the termination of this MOU on the date specified by CCCSO and to minimize the liability of **WCPD** to third parties as a result of termination. All such actions shall be subject to the prior approval of the CCCSO.

(c) Within 30 days after the specified termination date, **WCPD** shall submit to the CCCSO an invoice for all Authorized Expenses incurred through the termination date. For Authorized Expenses incurred after receipt of the notice of termination, CCCSO will only reimburse **WCPD** if the Authorized Expenses received prior approval from the CCCSO as specified in subparagraph (b).

(d) In no event shall CCCSO be liable for costs incurred by **WCPD** or any of its contractors or subgrantees after the termination date specified by CCCSO.

(e) CCCSO's payment obligation under this Section shall survive termination of this MOU.

7.4 Remedies Nonexclusive.

Each of the remedies provided for in this MOU may be exercised individually or in combination with any other remedy available hereunder or under applicable laws, rules and regulations. The remedies contained herein are in addition to all other remedies available to CCCSO at law or in equity by statute or otherwise and the exercise of any such remedy shall not preclude or in any way be deemed to waive any other remedy.

**ARTICLE 8
ASSIGNMENTS**

8.1 No Assignment by WCPD.

WCPD shall not, either directly or indirectly, assign, transfer, hypothecate, subcontract or delegate all or any portion of this Agreement or any rights, duties or obligations of **WCPD** hereunder without the prior written consent of the CCCSO; provided, however, that any contractor or subgrantee specifically referenced in Appendix A shall not require the consent of CCCSO. This MOU shall not, nor shall any interest herein, be assignable as to the interest of **WCPD** involuntarily or by operation of law without the prior written consent of CCCSO. A change of ownership or control of **WCPD** or a sale or transfer of substantially all of the assets of **WCPD** shall be deemed an assignment for purposes of this MOU.

8.2 Agreement Made in Violation of this Article.

Any agreement made in violation of Section 8.1 shall confer no rights on any person or entity and shall automatically be null and void.

8.3 WCPD Retains Responsibility.

WCPD shall in all events remain liable for the performance by any subgrantee contractor, or assignee of all of the covenants, terms and conditions in this MOU.

**ARTICLE 9
NOTICES AND OTHER COMMUNICATIONS**

9.1 Requirements.

Unless otherwise specifically provided herein, all notices, consents, directions, approvals, instructions, requests and other communications hereunder shall be in writing, shall be addressed to the person and address set forth below and shall be (a) deposited in the U.S. mail, first class, certified with return receipt requested and with appropriate postage, (b) hand delivered or (c) sent via e-mail:

If to Contra Costa County Office of the Sheriff Office of Emergency Services:
1850 Muir Road
Martinez, CA 94553-4719
Attention: Lieutenant Ryan Borkert
Email: rbork@so.cccounty.us

If to Contra Costa County Office of the Sheriff Grants Division:
1850 Muir Road
Martinez, CA 94553-4719
Attention: Mary Jane Robb, Commander Management Services
Email: mrobb@so.cccounty.us

9.2 Effective Date.

All communications sent in accordance with Section 9.1 shall become effective on the date of receipt. Such date of receipt shall be determined by: (a) if mailed, the return receipt, completed by the U.S. postal service; (b) if sent via hand delivery, a receipt executed by a duly authorized agent of the party to whom the notice was sent; or (c) if sent via email, the date to whom the notice was sent.

**ARTICLE 10
MISCELLANEOUS**

10.1 No Waiver.

No waiver by CCCSO of any default or breach of this MOU shall be implied from any failure by the CCCSO to take action on account of such default if such default persists or is repeated. No express waiver by CCCSO shall affect any default other than the default specified in the waiver and shall be operative only for the time and to the extent therein stated. Waivers by CCCSO of any covenant, term or condition contained herein shall not be construed as a waiver of any subsequent breach of the same covenant, term or condition. The consent or approval by CCCSO of any action requiring further consent or approval shall not be deemed to waive or render unnecessary the consent or approval to or of any subsequent similar act.

10.2 Modification.

This MOU may not be modified, nor may compliance with any of its terms be waived, except by written instrument executed and approved in the same manner as this MOU; provided, however, that the designee may establish alternate procedures for modification of the Appendix A and the Grant Plan.

10.3 Governing Law; Venue.

The formation, interpretation and performance of this MOU shall be governed by the laws of the State of California, without regard to its conflict of laws principles. Venue for all litigation relative to the formation, interpretation and performance of this MOU shall be in Martinez, California.

10.4 WCPD to Pay All Taxes.

WCPD shall pay to the appropriate governmental authority, as and when due, any and all taxes, fees, assessments or other governmental charges, including possessory interest taxes and California sales and use taxes, levied upon or in connection with this MOU, the Grant Plan, the Grant Funds or any of the activities contemplated by this MOU. A copy of taxes paid and sales tax report to the California Department of Tax and Fee Administration (CDTFA) must be submitted to CCCSO.

10.5 Headings.

All article and section headings and captions contained in this MOU are for reference only and shall not be considered in construing this MOU.

10.6 Entire Agreement.

This MOU sets forth the entire MOU between the parties and supersedes all other oral or written provisions. The following Appendices are attached to and a part of this MOU:

- Appendix A, Authorized Expenditures and Timelines
- Appendix B, Grant Assurances

10.7 Certified Resolution of Signatory Authority.

Upon request of CCCSO, WCPD shall deliver to CCCSO a copy of the City Council resolution(s) authorizing the execution, delivery and performance of this MOU, certified as true, accurate and complete by the appropriate authorized representative/official of WCPD.

10.8 Severability.

Should the application of any provision of this MOU to any particular facts or circumstances be found by a court of competent jurisdiction to be invalid or unenforceable, then (a) the validity of other provisions of this MOU shall not be affected or impaired thereby, and (b) such provision shall be enforced to the maximum extent possible so as to effect the intent of the parties and shall be reformed without further action by the parties to the extent necessary to make such provision valid and enforceable.

10.9 Successors; No Third-Party Beneficiaries.

Subject to the terms of Article 8, the terms of this MOU shall be binding upon, and inure to the benefit of, the parties hereto and their successors and assigns. Nothing in this MOU, whether express or implied, shall be construed to give any person or entity (other than the parties hereto and their respective successors and assigns and, in the case of Article 6, the Indemnified Parties) any legal or equitable right, remedy or claim under or in respect of this MOU or any covenants, conditions or provisions contained herein.

10.10 Survival of Terms.

The obligations of WCPD and the terms of the following provisions of this MOU shall survive and continue following expiration or termination of this MOU: Sections 4.3 and 4.4, Article 6, this Article 10, and the Grant Assurances of Appendix B.

10.11 Further Assurances.

10.11 Further Assurances.

From and after the date of this MOU, **WCPD** agrees to do such things, perform such acts, and make, execute, acknowledge and deliver such documents as may be reasonably necessary or proper and usual to complete the transactions contemplated by this MOU and to carry out the purpose of this MOU in accordance with this MOU.

10.12 Disclosure of Subawards and Executive Compensation.

Pursuant to the Federal Funding Accountability and Transparency Act (FFATA) (P.L. 109-282) as amended by Section 6202(a) of the Government Funding Transparency Act of 2008 (P.L. 110-252), full disclosure to the public of entities or organizations receiving federal funds is now required. As defined by the Office of Management and Budget (OMB), all new Federal awards of \$25,000 or more as of October 1, 2010, are subject to FFATA reporting requirements. The Transparency Act definition of “Federal awards” includes not only prime awards for grantees, cooperators, and contractors, but also awards to sub-recipients. If applicable, **WCPD** must provide the following information on **WCPD** letterhead within 30 days of receipt of this MOU.

1. Subawards greater than \$25,000:

- a) Name of entity receiving award;
- b) Amount of award;
- c) Funding agency;
- d) The Catalog of Federal Domestic Assistance program number;
- e) Award title (descriptive of the purpose of the funding action);
- f) Location of the entity and primary location of performance including city, state, and Congressional district;
- g) Dun & Bradstreet (D&B) DUNS Number of the entity, and its parent if applicable; and,
- h) Total compensation and names of top five executives (same thresholds as for prime recipients).

2. The Total compensation and names of the top five executives if:

- a) 80% or more of annual gross revenues are from Federal awards (contracts, sub-contracts and Federal financial assistance), and \$25,000,000 or more in annual gross revenues from Federal awards; and,
- b) Compensation information is not already available through reporting to the Securities and Exchange Commission.

10.13 Cooperation with CCCSO and Activities.

- (a) Subject to reasonable terms and conditions, **WCPD** agrees to participate in CCCSO sponsored exercises, and to make available equipment acquired with Grant Funds for use as part of such exercises.
- (b) To the extent permitted by law, **WCPD** agrees to share with the CCSO informational work products (such as plans, reports, data, etc.) created or acquired using Grant Funds.
- (c) **WCPD** agrees to provide input towards the development of the regional Threat and Hazard Identification and Risk Assessment (THIRA) and Stakeholder Preparedness Review (SPR) as requested by CCCSO.

ARTICLE 11 INSURANCE

11.1 Types and Amounts of Coverage.

Without limiting **WCPD's** liability pursuant to Article 6 of this MOU, **WCPD** shall maintain in force, during the full term of the MOU, insurance in the following amounts and coverages:

- (a) Workers' Compensation, in statutory amounts, with Employers' Liability Limits not less than \$1,000,000 each accident, injury, or illness; and
- (b) Commercial General Liability Insurance with limits not less than \$1,000,000 each occurrence Combined Single Limit for Bodily Injury and Property Damage, including Contractual Liability, Personal Injury, Products and Completed Operations; and
- (c) Commercial Automobile Liability Insurance with limits not less than \$1,000,000 each occurrence Combined Single Limit for Bodily Injury and Property Damage, including Owned, Non-Owned and Hired auto coverage, as applicable.

11.2 Additional Requirements for General and Automobile Coverage.

Commercial General Liability and Commercial Automobile Liability Insurance policies must be endorsed to provide:

- (a) Name as Additional Insured the Contra Costa County Office of the Sheriff, its Officers, Agents, and Employees.
- (b) That such policies are primary insurance to any other insurance available to the Additional Insureds, with respect to any claims arising out of this Agreement, and that insurance applies separately to each insured against whom claim is made or suit is brought.

11.3 Additional Requirements Regarding Workers' Compensation.

Regarding Workers' Compensation, **WCPD** hereby agrees to waive subrogation which any insurer of **WCPD** may acquire from **WCPD** by virtue of the payment of any loss. **WCPD** agrees to obtain any endorsement that may be necessary to effect this waiver of subrogation. The Workers' Compensation policy shall be endorsed with a waiver of subrogation in favor of the City for all work performed by the **WCPD**, its employees, agents and subcontractors.

11.4 Additional Requirements for All Policies.

All policies shall provide thirty days' advance written notice to the CCCSO of reduction or nonrenewal of coverages or cancellation of coverages for any reason. Notices shall be sent to the CCCSO address in Article 9, Notices and Other Communications.

11.5 Required Post-Expiration Coverage.

Should any of the required insurance be provided under a claims-made form, **WCPD** shall maintain such coverage continuously throughout the term of this MOU and, without lapse, for a period of three years beyond the expiration of this MOU, to the effect that, should occurrences during the MOU term give rise to claims made after expiration of the MOU, such claims shall be covered by such claims-made policies.

11.6 General Annual Aggregate Limit/Inclusion of Claims Investigation or Legal Defense Costs.

Should any of the required insurance be provided under a form of coverage that includes a general annual aggregate limit or provides that claims investigation or legal defense costs be included in such general annual aggregate limit, such general annual aggregate limit shall be double the occurrence or claims limits specified above.

11.7 Lapse in Insurance.

Should any required insurance lapse during the term of this MOU, requests for reimbursement originating after such lapse may not be processed, in the CCCSO's sole discretion, until CCCSO receives satisfactory evidence of reinstated coverage as required by this MOU, effective as of the lapse date. If insurance is not reinstated, the CCCSO may, at its sole option, terminate this MOU effective on the date of such lapse of insurance.

11.8 Evidence of Insurance.

Before commencing any operations or expending any Grant Funds under this MOU, **WCPD** shall furnish to CCCSO certificates of insurance and additional insured policy endorsements with insurers with ratings comparable to A-, VIII or higher, that are authorized to do business in the State of California, and that are satisfactory to City, in form evidencing all coverages set forth above. Failure to maintain insurance shall constitute a material breach of this MOU.

11.9 Effect of Approval.

Approval of the insurance by CCCSO shall not relieve or decrease the liability of **WCPD** hereunder.

11.10 Insurance for Subcontractors and Evidence of this Insurance.

If a subcontractor or subgrantee will be used to complete any portion of this MOU, **WCPD** shall ensure that the subcontractor or subgrantee shall provide all necessary insurance and shall name CCCSO, its officers, agents and employees and the **WCPD** as additional insureds.

11.11 Authority to Self-Insure.

Nothing in this MOU shall preclude **WCPD** from self-insuring all or part of the insurance requirement in this Article. However, **WCPD** shall provide proof of self-insurance, in a form acceptable to CCCSO, in the amounts of each line of self-insurance.

**ARTICLE 12
COMPLIANCE**

12.1 Nondiscrimination.

In the performance of this MOU, **WCPD** agrees not to discriminate against any employee, CCCSO employee working with **WCPD** or any subgrantee of **WCPD**, applicant for employment with **WCPD** or subgrantee of **WCPD**, or against any person seeking accommodations, advantages, facilities, privileges, services, or membership in all business, social, or other establishments or organizations, on the basis of the fact or perception of a person's race, color, creed, religion, national origin, ancestry, age, height, weight, sex, sexual orientation, gender identity, domestic partner status, marital status, disability or Acquired Immune Deficiency

Syndrome or HIV status (AIDS/HIV status), or association with members of such protected classes, or in retaliation for opposition to discrimination against such classes.

12.2 Conflict of Interest.

Through its execution of this MOU, **WCPD** acknowledges that it is familiar with the provisions of Section 87100 et seq. and Section 1090 et seq. of the Government Code of the State of California and certifies that it does not know of any facts which constitutes a violation of said provisions and agrees that it will immediately notify CCCSO if it becomes aware of any such fact during the term of this MOU. **WCPD** agrees that it will promptly notify CCCSO in writing of all violations of State or Federal criminal law involving fraud, bribery, or gratuities affecting or involving the use of Grant Funds.

12.3 Compliance with ADA.


WCPD acknowledges that, pursuant to the ADA, programs, services and other activities provided by a public entity to the public, whether directly or through a grantee or contractor, must be accessible to the disabled public. **WCPD** shall not discriminate against any person protected under the ADA in connection with all or any portion of the Grant Plan and shall comply at all times with the provisions of the ADA.

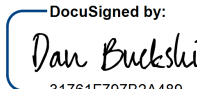
12.4 Prohibition on Political Activity with CCCSO Funds.


WCPD may not participate in, support, or attempt to influence any political campaign for a candidate or for a ballot measure (collectively, "Political Activity") in the performance of the services provided under this MOU.

COUNTY OF CONTRA COSTA:
OFFICE OF THE SHERIFF

City of Walnut Creek / Walnut Creek
Police Department

By: 
Mary Jane Robb
Commander Management Services
Administration Services Bureau

By: 
31761E797B2A489
Name: Dan Buckshi
City Manager

By: 
Ryan Borkert
Lieutenant
Office of Emergency Services

Appendix A — Authorized Expenditures and Timelines

Appendix A — Authorized Expenditures and Timelines

Entity:

City of Walnut Creek / Walnut Creek Police Department

IJ Number and Title:

IJ-4

Program Description:

Project 005 WCPD Bomb Technician Training Project

Project Completion Date:

May 30, 2024

Project Not to Exceed \$60,000.00

Program Description:

Project 009 WCPD EOD 3D Printer Project

Project Completion Date:

May 30, 2024

Equipment AEL#:

3D Printer	04HW-01-INHW	\$10,000.00
------------	--------------	-------------

Project Not to Exceed \$10,000.00

Program Description:

Project 010 WCPD Bomb Squad K9 Program Equipment

Project Completion Date:

May 30, 2024

Equipment AEL#

Car	12VE-00-MISS	\$ 72,000.00
Dog	07ED-01-DOGS	\$ 20,000.00
Kennel	19M-00-CONT	\$ 9,000.00

Project Not to Exceed \$101,000.00

Program Description:
Project 010 WCPD Bomb Squad K9 Program Training
Project Completion Date:
May 30, 2024

Project Not to Exceed \$19,000.00

EQUIPMENT

Reimbursement for Equipment Requires:

- An approved EHP memo, if applicable.
- A performance bond is required for any equipment item that exceeds \$250,000, or for any vehicle, aircraft, or watercraft, regardless of the cost. Failure to obtain and submit a performance bond to CCCSO may result in disallowance of cost.
- As allowable under Federal guidelines, procurement of equipment must follow local policies and procedures for competitive purchasing whichever is stricter (provided they are not in conflict with Federal regulations which supersede them). If sole source approval is needed, **WCPD** must transmit the request to the CCCSO to be submitted to CalOES.
- Prior to reimbursement, **WCPD** must submit all invoices, AEL numbers, and a list of all equipment ID numbers and the deployed locations.
- WCPD** must inventory, type, organize and track all equipment purchased in order to facilitate the dispatch, deployment, and recovery of resources before, during, and after an incident.
- WCPD** must sign and submit CCCSO Grant Property Transfer Agreement

All requests for reimbursements must be submitted within 30 days of project completion unless an earlier deadline is set in this Appendix. WCPD should submit reimbursement requests on a quarterly basis, as applicable.

Authorized expenditures must fall into one of the following categories: Planning, Organization, Equipment, Training, or Exercises. Descriptions of authorized expenditures are in the following documents:

- FY 2021 Homeland Security Grant Program Notice of Funding Opportunity:*
https://www.fema.gov/media-library-data/1583442273016-07cbcf9445f9fda3cdc5bf8439ec72c9/FY_2021_HSGP_NOFO_FINAL_508ML4.pdf

o *California Supplement to the Federal Funding Opportunity Announcement*, dated September 2021, available at

<https://www.caloes.ca.gov/GrantsManagementSite/Documents/FY%202019%20HSGP%20State%20Guidance.pdf> as “*FY 2019 Homeland Security Grant Program California Supplement to the Federal Notice of Funding Opportunity.*”

Authorized Equipment List: <http://www.fema.gov/authorized-equipment-list>

Cal OES Rules and Regulations, including the Recipient Handbook: <https://www.caloes.ca.gov/GrantsManagementSite/Documents/2021%20CONTRA%20COSTA%20Handbook.pdf#search=2021%20recipient%20handbook>

Any equipment purchased under this Agreement must match the HSGP 2021 Grant Application Workbook. Any modification to the inventory list in that Workbook must receive prior written approval from by the CCCSO and CalOES.

No Management and Administration expenses are allowed, unless expressly identified and authorized in this Appendix.

Sustainability requirements may apply to some or all of the grant funded projects or programs authorized in this Appendix. See Agreement, ¶3.12.

All EHP documentation must be submitted and approved prior to any expenditure of funds requiring EHP submission.

Appendix B-- Grant Assurances

Name of Jurisdiction: **City of Walnut Creek / Walnut Creek Police Department**

Name of Authorized Agent: Name Dan Buckshi, City Manager

Address: 1666 North Main St

City: walnut creek

Telephone Number: 9259435812

E-Mail Address: buckshi@walnut-creek.org

As the duly authorized representative of WCPD, I hereby certify that City of Walnut Creek / Walnut Creek Police Department has the legal authority to apply for federal assistance and the institutional, managerial and financial capability (including funds sufficient to pay any non-federal share of project cost) to ensure proper planning, management, and completion of the project described in this application, within prescribed timelines.

I further acknowledge that City of Walnut Creek / Walnut Creek Police Department 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.
- (f) Contra Costa County Office of the Sheriff Grants Policies and Procedures

Federal Regulations

Government cost principles, uniform administrative requirements, and audit requirements for federal grant programs are set forth in Title 2, Part 200 of the Code of Federal Regulations (C.F.R.). Updates are issued by the Office of Management and Budget (OMB) and can be found at <http://www.whitehouse.gov/omb/>.

State and federal grant award requirements are set forth below. City of Walnut Creek / Walnut Creek Police Department hereby agrees to comply with the following:

1. Proof of Authority

WCPD 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 **WCPD** and the city council, governing board, or authorized body agree:

- (a) To provide all matching funds required for the grant project and that any cash match will be appropriated as required;
- (b) Any liability arising out of the performance of this MOU shall be the responsibility of **WCPD** 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) **WCPD** 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) Official executing this agreement is authorized by **WCPD**.

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. **WCPD** 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, **WCPD** certifies that:

(a) No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.

(b) If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions.

(c) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

WCPD 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, **WCPD** agrees that federal funds will not be used, directly or indirectly, to support the enactment, repeal, modification or adoption of any law, regulation or policy without the express written approval from the California Governor's Office of Emergency Services (Cal OES) or the federal awarding agency.

4. Debarment and Suspension

As required by Executive Orders 12549 and 12689, and 2 C.F.R. § 200.213 and codified in 2 C.F.R. Part 180, Debarment and Suspension, **WCPD** will provide protection against waste, fraud, and abuse by debarring or suspending those persons deemed irresponsible in their dealings with the federal government. **WCPD** certifies that it and its principals, recipients, or subrecipients:

(a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or agency;

(b) Have not within a three-year period preceding this application been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state, or local) with commission of any of the offenses enumerated in paragraph (2)(b) of this certification; and (d) Have not within a three-year period preceding this application had one or more public transaction (federal, state, or local) terminated for cause or default.

Where **WCPD** 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

WCPD will comply with all state and federal statutes relating to nondiscrimination, 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- 12213), which prohibits discrimination on the basis of disability and requires buildings and structures be accessible to those with disabilities and access and functional needs;

(e) Age Discrimination Act of 1975, (42 U.S.C. §§ 6101-6107), which prohibits discrimination on the basis of age;

(f) Public Health Service Act of 1912 (42 U.S.C. §§ 290 dd—2), relating to confidentiality of patient records regarding substance abuse treatment;

(g) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. § 3601 et seq.), relating to nondiscrimination in the sale, rental or financing of housing as implemented by the Department of Housing and Urban Development at 24 C.F.R. Part 100. The prohibition on disability discrimination includes the requirement that new multifamily housing with four or more dwelling units—i.e., the public and common use areas and individual apartment units (all units in buildings with elevators and ground-floor units in buildings without elevators)— be designed and constructed with certain accessible features (See 24 C.F.R. § 100.201);

(h) Executive Order 11246, which prohibits federal contractors and federally assisted construction contractors and subcontractors, who do over \$10,000 in Government business in one year from discriminating in employment decisions

on the basis of race, color, religion, sex, sexual orientation, gender identification or national origin;

(i) Executive Order 11375, which bans discrimination on the basis of race, color, religion, sex, sexual orientation, gender identification, or national origin in hiring and employment in both the United States federal workforce and on the part of government contractors;

(j) California Public Contract Code § 10295.3, which prohibits discrimination based on domestic partnerships and those in same sex marriages;

(k) DHS policy to ensure the equal treatment of faith-based organizations, under which all applicants and recipients must comply with equal treatment policies and requirements contained in 6 C.F.R. Part 19;

(l) **WCPD** will comply with California's Fair Employment and Housing Act (FEHA) (California Government Code §§12940, 12945, 12945.2), 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.

6. Drug-Free Workplace

As required by the Drug-Free Workplace Act of 1988 (41 U.S.C. § 701 et seq.), **WCPD** certifies that it will maintain a drug-free workplace and a drug-free awareness program as outlined in the Act.

7. Environmental Standards

WCPD will comply with state and federal environmental standards, including:

(a) California Environmental Quality Act (CEQA) (California Public Resources Code §§ 21000-21177), to include coordination with the city or county planning agency;

(b) CEQA Guidelines (California Code of Regulations, Title 14, Division 6, Chapter 3, §§ 15000- 15387);

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

(d) Federal Clean Air Act of 1955 (42 U.S.C. § 7401) which regulates air emissions from stationary and mobile sources;

(e) Institution of environmental quality control measures under the National Environmental Policy Act (NEPA) of 1969 (P.L. 91-190); the Council on Environmental Quality Regulations for Implementing the Procedural Provisions of NEPA; and Executive Order 12898 which focuses on the environmental and human health effects of federal actions on minority and low-income populations with the goal of achieving environmental protection for all communities;

(f) Evaluation of flood hazards in floodplains in accordance with Executive Order 11988;

(g) Executive Order 11514 which sets forth national environmental standards;

(h) Executive Order 11738 instituted to assure that each federal agency empowered to enter into contracts for the procurement of goods, materials, or services and each federal agency empowered to extend federal assistance by way of grant, loan, or contract shall undertake such procurement and assistance activities in a manner that will result in effective enforcement of the Clean Air Act and the Federal Water Pollution Control Act Executive Order 11990 which requires preservation of wetlands;

(i) The Safe Drinking Water Act of 1974, (P.L. 93-523);

(j) The Endangered Species Act of 1973, (P.L. 93-205);

- (k) Assurance of project consistency with the approved state management program developed under the Coastal Zone Management Act of 1972 (16 U.S.C. §§1451 et seq.);
- (l) Conformity of Federal Actions to State (Clear Air) Implementation Plans under Section 176(c) of the Clean Air Act of 1955, as amended (42 U.S.C. §§7401 et seq.);
- (m) Wild and Scenic Rivers Act of 1968 (16 U.S.C. § 1271 et seq.) related to protecting components or potential components of the national wild and scenic rivers system.

WCPD shall not be: 1) in violation of any order or resolution promulgated by the State Air Resources Board or an air pollution district; 2) subject to a cease and desist order pursuant to § 13301 of the California Water Code for violation of waste discharge requirements or discharge prohibitions; or 3) determined to be in violation of federal law relating to air or water pollution.

8. Audits

For subrecipients expending \$750,000 or more in federal grant funds annually, **WCPD** will cause to be performed the required financial and compliance audits in accordance with the Single Audit Act Amendments of 1996 and Title 2 of the Code of Federal Regulations, Part 200, Subpart F Audit Requirements.

9. Access to Records

In accordance with 2 C.F.R. § 200.336, **WCPD** 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. **WCPD** will require any subrecipients, contractors, successors, transferees and assignees to acknowledge and agree to comply with this provision.

10. Conflict of Interest

WCPD will establish safeguards to prohibit **WCPD'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 - **WCPD** will comply with 31 U.S.C §§ 3729-3733 which sets forth that no subrecipient, recipient, or subrecipient shall submit a false claim for payment, reimbursement or advance.

12. Reporting - Accountability

WCPD agrees to comply with applicable provisions of the Federal Funding Accountability and Transparency Act (FFATA) (P.L. 109-282), specifically (a) the reporting of subawards obligating \$25,000 or more in federal funds and (b) executive compensation data for first-tier subawards. This includes the provisions of FFATA, which includes requirements for executive compensation, and also requirements implementing the Act for the non-federal entity at 2 C.F.R. Part 25 Financial Assistance Use of Universal Identifier and Central Contractor Registration and 2 C.F.R. Part 170 Reporting Subaward and Executive Compensation Information.

13. Whistleblower Protections

WCPD also must comply with statutory requirements for whistleblower protections at 10 U.S.C. § 2409, 41 U.S.C. § 4712, and 10 U.S.C. § 2324, 41 U.S.C. § 4304 and § 4310.

14. Human Trafficking

WCPD will comply with the requirements of Section 106(g) of the Trafficking Victims Protection Act of 2000, as amended (22 U.S.C. § 7104) which prohibits grant award recipients or a subrecipient from: (1) engaging in trafficking in persons during the period of time that the award is in effect; (2) procuring a commercial sex act during the period of time that the award is in effect; (3) using forced labor in the performance of the award or subawards under the award.

15. Labor Standards

WCPD will comply with the following federal labor standards:

- (a) The Davis-Bacon Act (40 U.S.C. §§ 276a to 276a-7), as applicable, and the Copeland Act (40 U.S.C. § 3145 and 18 U.S.C. § 874) and the Contract Work Hours and Safety Standards Act (40 U.S.C. §§ 327-333), regarding labor standards for federally-assisted construction contracts or subcontracts, and
- (b) The Federal Fair Labor Standards Act (29 U.S.C. § 201 et al.) as they apply to employees of institutes of higher learning (IHE), hospitals and other non-profit organizations.

16. Worker's Compensation

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

17. Property-Related

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

- (a) Comply with the requirements of Titles II and III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (P.L. 91-646) which provide for fair and equitable treatment of persons displaced or whose property is acquired as a result of federal or federally-assisted programs. These requirements apply to all interests in real property acquired for project purposes regardless of federal participation in purchase;
- (b) Comply with flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973 (P.L. 93-234) which requires subrecipients in a special flood hazard area to participate in the program and to purchase flood insurance if the total cost of insurable construction and acquisition is \$10,000 or more;
- (c) Assist the awarding agency in assuring compliance with Section 106 of the
- (d) 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
- (e) 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, WCPD will:

- (a) Not dispose of, modify the use of, or change the terms of the real property title or other interest in the site and facilities without permission and instructions from the awarding agency. Will record the federal awarding agency directives and will include a covenant in the title of real property acquired in whole or in part with federal assistance funds to assure nondiscrimination during the useful life of the project;
- (b) Comply with the requirements of the awarding agency with regard to the drafting, review and approval of construction plans and specifications; and
- (c) Provide and maintain competent and adequate engineering supervision at the construction site to ensure that the complete work conforms with the approved plans and specifications and will furnish progressive reports and such other information as may be required by the assistance awarding agency or State.

19. Use of Cellular Device While Driving is Prohibited

WCPD 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

WCPD acknowledges that all information submitted in the course of applying for funding under this program, or provided in the course of an entity's grant management activities that are under Federal control, is subject to the Freedom of Information Act (FOIA), 5 U.S.C. § 552, and the California Public Records Act, California Government Code section 6250 et seq. WCPD should consider these laws and consult its own State and local laws and regulations regarding the release of information when reporting sensitive matters in the grant application, needs assessment, and strategic planning process.

**HOMELAND SECURITY GRANT PROGRAM (HSGP) –
PROGRAM SPECIFIC ASSURANCES / CERTIFICATIONS**

21. Acknowledgment of Federal Funding from DHS

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

22. Activities Conducted Abroad

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

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

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

24. Copyright

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

25. Duplication of Benefits

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

26. Energy Policy and Conservation Act

All recipients must comply with the requirements of 42 U.S.C. § 6201 which contain policies relating to energy efficiency that are defined in the state energy conservation plan issued in compliance with this Act.

27. 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.

28. Fly America Act of 1974

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

29. Hotel and Motel Fire Safety Act of 1990

In accordance with Section 6 of the Hotel and Motel Fire Safety Act of 1990, **WCPD** 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

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

31. Patents and Intellectual Property Rights

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

32. SAFECOM

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

33. Terrorist Financing

All recipients must comply with Executive Order 13224 and U.S. law that prohibit transactions with, and the provisions of resources and support to, individuals and organizations associated with terrorism. Recipients are legally responsible to ensure compliance with the Order and laws.

34. Reporting of Matters Related to Recipient Integrity and Performance

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

35. USA Patriot Act of 2001

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

36. Use of DHS Seal, Logo, and Flags

All recipients must obtain permission from their DHS Financial Assistance Office, prior to using the DHS seal(s), logos, crests or reproductions of flags or likenesses of DHS agency officials, including use of the United States Coast Guard seal, logo, crests or reproductions of flags or likenesses of Coast Guard officials.

IMPORTANT

The purpose of the assurance is to obtain federal and state financial assistance, including any and all federal and state grants, loans, reimbursement, contracts, etc. **WCPD** recognizes and agrees that state financial assistance will be extended based on the representations made in this assurance. This assurance is binding on **WCPD**, its successors, transferees, assignees, etc. Failure to comply with any of the above assurances may result in suspension, termination, or reduction of grant funds.

All appropriate documentation, as outlined above, must be maintained on file by **WCPD** and available for Cal OES or public scrutiny upon request. Failure to comply with these requirements may result in suspension of payments under the grant or termination of the grant or both and the subrecipient may be ineligible for award of any future grants if the Cal OES determines that any of the following has occurred: (1) the recipient has made false certification, or (2) violates the certification by failing to carry out the requirements as noted above.

All of the language contained within this document must be included in the award documents for all subawards at all tiers. All recipients are bound by the Department of Homeland Security Standard Terms and Conditions 2021, Version 10.1, hereby incorporated by reference, which can be found at: <https://www.dhs.gov/publication/fy15-dhs-standard-terms-and-conditions>.

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

Signature of Authorized Agent:

DocuSigned by:
Dan Buckshi
31764F707B2A480...

Printed Name of Authorized Agent:
Dan Buckshi

Title: City Manager

Date: 4/3/2023