

ATTACHMENT A

San Bernardino County Fire Protection District

FY2021 EMERGENCY MANAGEMENT PERFORMANCE GRANT (EMPG)

CFDA # 97.042

SUBRECIPIENT AGREEMENT

Subaward #: 2021-0015

Name of City/Town/Jurisdiction: _____

Address: _____

City: _____ State: CA Zip Code: _____

Contact Name: _____ Telephone Number: _____

E-mail Address: _____

The above referenced Subrecipient understands and agrees to the following Federal Grant Guidelines, in acceptance of the **FY 2021 EMPG** funds, CFDA 97.042 funded by the US Department of Homeland Security's (DHS) Federal Emergency Management Agency (FEMA), and sub-granted through the State of California's Governor's Office of Emergency Services (Cal OES):

GRANT ASSURANCES

UNIFORM ADMINISTRATIVE REQUIREMENTS, COST PRINCIPLES, AND AUDIT REQUIREMENTS

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 \(OMB\)](http://www.whitehouse.gov/omb/) and can be found at <http://www.whitehouse.gov/omb/>. **Subrecipients of FY21 EMPG funding must follow the administrative requirements and Cost Principles codified in 2 CFR 200.**

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

1. Will obtain proof of authority from the city council, governing board, or authorized body in support of this project. This written authorization must specify that the Applicant and the city council, governing board, or authorized body agree:
 - (a) To provide all matching funds required for the grant project and that any cash match will be appropriated as required;
 - (b) Any liability arising out of the performance of this agreement shall be the responsibility of the Applicant and the city council, governing board, or authorized body;
 - (c) Grant funds shall not be used to supplant expenditures controlled by the city council, governing board, or authorized body;
 - (d) Applicant is authorized by the city council, governing board, or authorized body to apply for federal assistance, and the institutional, managerial and financial capability (including funds sufficient to pay the non-federal share of project cost, if any) to ensure proper planning, management and completion of the project described in this application; and
 - (e) Official executing this agreement is authorized by the Applicant.

This Proof of Authority must be maintained on file and readily available upon request.

2. Will give the awarding agency, the Controller 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; and will establish a proper accounting system in accordance with generally accepted accounting standards or agency directives.
3. Will establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest, or personal gain.
4. The period of performance is specified in the Award. The Applicant is only authorized to perform allowable activities approved under the award, within the period of performance.
5. Will comply with the Intergovernmental Personnel Act of 1970 (42 U.S.C. §§ 4728-4763) relating to prescribed standards for merit systems for programs funded under one of the nineteen statutes or regulations specified in Appendix A of OPM's Standards for a Merit System of Personnel Administration (5 CFR. 900, Subpart F).
6. Will comply with all Federal statutes relating to nondiscrimination. See Articles XI, XII, XIII, XIV, XV, and XVI, above. These include but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race, color, or national origin; (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. 1681-1683 and 1685-1686), which prohibits discrimination on the basis of sex; (c) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. 794) which prohibits discrimination on the basis of handicaps; (d) Age Discrimination Act of 1975, as amended (42 U.S.C. 6101-6107) which prohibits discrimination on the basis of age. In addition, the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-2S5), as amended, relating to nondiscrimination on the basis of drug abuse; the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism; §§ 523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. 290 dd-3 and 290 ee-3), as amended, relating to confidentiality of alcohol and drug abuse patient records. records; (h) Title VIII of the Civil Right Act of 1968 (42 U.S.C. §§3601 et seq.), as amended, relating to nondiscrimination in the sale, rental, or financing of housing; (i) any other nondiscrimination provisions in the specific statute(s) under which application for Federal assistance is being made; and, (j) the requirements of any other nondiscrimination statute(s) which may apply to the application. See Articles XI, XII, XIII, XIV, XV, XVI, and XVII. And any other nondiscrimination provisions in the specific statute(s) under which application for Federal assistance is being made; and the requirements of any other nondiscrimination statute(s) which may apply to the application.
7. Will comply, or has already complied, with the requirements of Titles II and 111 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 purchases.
8. Will comply with the 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.
9. Will comply, as applicable, with the provisions of the Davis-Bacon Act (40 U.S.C. §§ 276a to 276a7), the Copeland Act (40 U.S.C. § 276c and 18 U.S.C. §§ 874), and the Contract Work Hours and Safety Standards Act (40 U.S.C. §§ 327-33.3), regarding labor standards for federally assisted construction sub-agreements.
10. Will comply, if applicable, with flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973 (P.L. 93-234) which requires recipients 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; and the National Flood Insurance Act of 1968.

11. Will comply with environmental standards which may be prescribed pursuant to the following: institution of environmental quality control measures under NEPA as amended, see Article XXI; Article XIX; Article XXIV; Article XXVI; and Executive Order (EO) 11514; notification of violating facilities pursuant to EO 11738; evaluation of flood hazards in floodplains in accordance with EO 11988; 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.); protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended, (P.L. 93-523); and protection of endangered species under the Endangered Species Act of 1973, as amended, (P.L. 93-205).
12. Will comply with the Wild and Scenic Rivers Act of 1968 (16 U.S.C. §§ 1271 et seq.) related to protecting components or potential components of the national wild and scenic rivers system.
13. Will assist the awarding agency in assuring compliance with Section 106 of the National Historic Preservation Act of 1966, as amended, Pub. L. No. 91-190, § 102, 42 U.S.C. §§ 4321-4347; and National Historic Preservation Act of 1966, as amended, Pub. L. No. 89-665, § 102, 16 U.S.C. § 470. All proposed construction and renovation activities must undergo an Environmental Planning and Historic Preservation (EHP) review, including approval of the review from FEMA, prior to undertaking any action related to the project. Any applicant that is proposing a construction project should pay special attention to the EHP requirements.
14. Will comply with P.L. 93-348 regarding the protection of human subjects involved in research, development, and related activities supported by this award of assistance.
15. Will comply with the Laboratory Animal Welfare Act of 1966 (P.L. 89-544, as amended, 7 U.S.C. §§ 2131 et seq.) pertaining to the care, handling, and treatment of warm-blooded animals held for research, teaching, or other activities supported by this award of assistance.
16. Will 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.
17. Will cause to be performed, the required financial and compliance audits in accordance with the Single Audit Act Amendment of 1996 and Title 2 of the Code of federal Regulations, Part 200, Subpart F Audit Requirements.
18. Will comply with Homeland Security Presidential Directive (HSPD)-5, Management of Domestic Incidents. The adoption of the NIMS is a requirement to receive Federal preparedness assistance, through grants, contracts, and other activities. The NIMS provides a consistent nationwide template to enable all levels of government, tribal nations, nongovernmental organizations, and private sector partners to work together to prevent, protect against, respond to, recover from, and mitigate the effects of incidents, regardless of cause, size, location, or complexity.
19. Will comply with all applicable requirements of all other Federal laws, executive orders, regulations and policies governing this program. This includes all requirements, restrictions and regulations identified in the *FY 2021 EMPG Federal Notice of Funding Opportunity*, the *2021 FEMA Preparedness Grants Manual – FEMA Grant Programs Directorate*, and the *FY 2021 EMPG-ARPA California Supplement to the Federal Notice of Funding Opportunity*.
20. Will 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 interest in the title of real property in accordance with 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 non-discrimination during the useful life of the project.
21. Will comply with the requirements of the assisting awarding agency regarding the drafting, review and approval of construction plans and specifications.

22. Will provide and maintain competent and adequate engineering supervision at the construction site to ensure that the complete work conforms to the approved plans and specifications and will furnish progress reports and such other information as may be required by the assistance awarding agency or State.
23. Will 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.
24. Will comply with the Laboratory Animal Welfare Act of 1966 (P.L. 89-544, as amended, 7 U.S.C. §§2131 et seq.) pertaining to the care, handling, and treatment of warm-blooded animals held for research, teaching, or other activities supported by this award of assistance.
25. Will comply with all applicable requirements of all other Federal laws, executive orders, regulations and policies governing this program. This includes all requirements, restrictions and regulations identified in the Cal OES FY 2021 EMPG Program - California Supplement to the Federal Program Funding Opportunity Announcement; or, The State Guidance.
26. Will comply with the following: (a) All recipients of financial assistance must acknowledge and agree—and require any subrecipients, contractors, successors, transferees, and assignees acknowledge and agree—to comply with applicable provisions governing Cal OES access to records, accounts, documents, information, facilities, and staff; (b) Recipients must cooperate with any site visit, compliance/monitoring review or complaint investigation conducted by Cal OES; (c) Recipients must give Cal OES access to and the right to examine and copy records, accounts, and other documents and sources of information related to the grant and permit access to facilities, personnel, and other individuals and information as may be necessary, as required by Cal OES regulations and other applicable laws or program guidance; (d) Recipients must submit timely, complete, and accurate reports to the appropriate Cal OES officials and maintain appropriate backup documentation to support the reports; and (e) Recipients must comply with all other special reporting, data collection, and evaluation requirements, as prescribed by law or detailed in the program guidance.
27. Will comply with the EMPG-Funded Personnel Training and Exercise Requirement. All recipients of financial assistance must acknowledge and agree—and require any subrecipients, to acknowledge and agree—to comply with the EMPG-funded personnel training and exercise requirement, as detailed in both the Federal and State program guidance. Failure to comply with this requirement, by individuals whose salary is funded in part or whole with EMPG, as well as personnel whose salary is used as a match, may result in the incurred salary costs associated with the non-compliant EMPG-funded personnel from being eligible for reimbursement and/or result in the recipient's repayment of already disbursed grant funding associated with the non-compliant EMPG-funded personnel's salary-related costs.

ASSURANCES REGARDING SAN BERNARDINO COUNTY FIRE PROTECTION DISTRICT

1. Subrecipient shall submit (to OES/Grants Administration) a copy of their procurement policies with their application. Subrecipient shall adhere to its own documented procurement procedures provided that the procurements conform to applicable federal law and standards identified in 2 CFR. 200.318 through 200.326. *If the subrecipient's procurement procedures overlap local, state and federal policies, the subrecipient must follow procedures that allows them to be in compliance with all applicable layers (often referred to as the most restrictive standard).*
2. Subrecipient shall attach Request for Proposals, bid advertisements, and/or photocopies of valid quotes from qualified vendors, etc. to Reimbursement Requests when procurement policies require such procedures in the purchasing of grant equipment. Valid quotes must be obtained prior to the purchase date. Quotes obtained after the date of purchase will not be considered valid. Subrecipient shall take and keep on file color photographs of each equipment item/lot purchased with EMPG funds at the time of acquisition and make available upon notice during any said OES inventories.

Subrecipient is also required to attach color copies to the Reimbursement Request of the color photographs of each equipment item/lot purchased with EMPG funds.

3. Subrecipient will not make any award or permit any award (sub-grant or contract) to any party which is debarred or suspended or is otherwise excluded from or ineligible for participation in Federal assistance programs under Executive Order 12549 and 12689, "Debarment and Suspension". Suspended or debarred suppliers can be located on <https://sam.gov/content/home>
4. A copy of the search results must be included with applicable reimbursement requests. *Please note that the absence of a party's name at the above website does not mean that the party has been debarred.* Many suppliers are not registered in the SAM system. Subrecipient need only to verify that suppliers receiving grant funds are not debarred or suspended. Subrecipient should search for the company name and the owner's name to ensure that no supplier participants are debarred.
5. Subrecipient must maintain all payment documents and procurement records for grant purchases/expenditures for three (3) years after the close of the grant, which occurs when the California Office of Emergency Services (CalOES) has filed the final report. Subrecipient must notify County Grants Administration prior to purging or destroying any and all supporting documentation for the EMPG grant program, including expense related documents.
6. Subrecipient shall immediately report to (OES/Grants Administration) all damaged, lost or stolen equipment/property that is purchased with grant funds per 2 CFR § 200.313. Subrecipient must be complete and return the attached "Damaged, Lost, or Stolen Report (DLSR) Form" to OES/Grants Administration for reporting to CalOES.
7. It shall be the responsibility of the Subrecipient to track and maintain all equipment on a generally accepted accounting system. Subrecipient shall record equipment at the time of acquisition and/or print equipment records upon request should OES/Grants Administration request periodic progress reports on the location and condition of grant purchased equipment to forward to Cal OES when necessary.
8. Contract provisions: A subrecipient's contract must contain provisions as noted in the sub-section below. Federal agencies are permitted to require changes, remedies, changed conditions, access and records retention, suspension of work, and other clauses approved by the Office of Federal Procurements Policy.
 - A. Termination for cause and for convenience by the subrecipient including the manner by which it will be affected and the basis for settlement. (All contracts more than \$10,000)
 - B. Notice of awarding agency requirement and regulations pertaining to reporting.
 - C. Notice of awarding agency requirements and regulations pertaining to patent rights with respect to any discovery or invention which arises or is developed in the course of or under such contract.
 - D. Awarding agency requirements and regulations pertaining to copyrights and rights in data.
 - E. Mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub. L. 94-163, 89 Stat. 871).
9. Subrecipient is expected to submit "Functional Timesheets" and a Personnel Activity Report (PAR) for any employee funded by federal grants which reflects all hours worked for the pay period charged to the grant with grant hours reflected separately. Subrecipient must maintain time and effort reporting, and document the time they spend working on the grant's objectives. Documentation must reflect "actual" time spent on the grant by the employee with the acknowledgement of supervision (2 CFR 200.430).

10. **PARs and Functional Timesheets must display all hours worked by the employee being charged to the grant, not just the hours charged to the grant activity. Grant hours must be separated from other hours** in accordance with 2 CFR. 200.430. Salaries and wages used in meeting cost sharing or matching requirements must be supported in the same manner as those claimed as allowable costs under federal awards.
11. Signing the certification means that the employee DID NOT spend any time on any other grant (direct or indirect) or on agency activities unrelated to the grant. Note that it is our understanding that anyone who is 100% funded is automatically audited. **Salary costs that are not accurately and properly documented are “unallowable costs” and will not be reimbursed.** If you have been reimbursed for salary that was not properly recorded and supported, the State or Federal Governments may require your agency to pay back any “unallowable costs.”

CERTIFICATIONS

1. CERTIFICATION FOR CONTRACTS, GRANTS, LOANS, AND COOPERATIVE AGREEMENTS

The undersigned certifies, to the best of his or her knowledge and belief, 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. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Statement for Loan Guarantees and Loan Insurance

The undersigned states, to the best of his or her knowledge and belief, that:

If any 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 commitment providing for the United States to insure or guarantee a loan, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions. Submission of this statement is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required statement shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

2. DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS (DIRECT RECIPIENT):

As required by Executive Order 12549 - Debarment and Suspension, and implemented in 2 CFR Part 180 – OMB Guidelines to Agencies on Governmentwide Debarment and Suspension:

- A. The applicant certifies that it and its principals:
- 1) Are not presently debarred, suspended, proposed for debarment, declared ineligible, sentenced to a denial of Federal benefits by a State or Federal court, or voluntarily excluded from covered transactions by any Federal department or agency;
 - 2) 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;
 - 3) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (A)(2) of this certification; and
 - 4) Have not within a three-year period preceding this application had one or more public transactions (Federal, State, or local) terminated for cause or default; and

B. Where the applicant is unable to certify to any of the statements in this certification, he or she shall attach an explanation to this application.

3. CERTIFICATIONS REGARDING DRUG-FREE WORKPLACE REQUIREMENTS: This certification commits the applicant to compliance with the certification requirements under 28 CFR Part 83 Subpart B *Government-wide Requirements for Drug-Free Workplace (Grants)*.

The grantee certifies that it will or will continue to provide a drug-free workplace by:

- A. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition;
- B. Establishing an ongoing drug-free awareness program to inform employees about:
 - 1) The dangers of drug abuse in the workplace;
 - 2) The grantee's policy of maintaining a drug-free workplace;
 - 3) Any available drug counseling, rehabilitation, and employee assistance programs; and
 - 4) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;
- C. Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph (A);
- D. Notifying the employee in the statement required by paragraph (A) that, as a condition of employment under the grant, the employee will:
 - 1) Abide by the terms of the statement; and
 - 2) Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction;
- E. Notifying the agency in writing, within ten calendar days after receiving notice under subparagraph (D)(2) from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to every grant officer or other designee on whose grant activity the convicted employee was working, unless the Federal agency has designated a central point for the receipt of such notices. Notice shall include the identification number(s) of each affected grant;
- F. Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph (D)(2), with respect to any employee who is so convicted:
 - 1) Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or

- 2) Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency;
- G. Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (A), (B), (C), (D), (E) and (F).

4. SWEATFREE CODE OF CONDUCT:

- A. All applicants contracting for the procurement or laundering of apparel, garments or corresponding accessories, or the procurement of equipment, materials, or supplies, other than procurement related to a public works contract, declare under penalty of perjury that no apparel, garments or corresponding accessories, equipment, materials, or supplies furnished to the state pursuant to the subgrant have been laundered or produced in whole or in part by sweatshop labor, forced labor, convict labor, indentured labor under penal sanction, abusive forms of child labor or exploitation of children in sweatshop labor, or with the benefit of sweatshop labor, forced labor, convict labor, indentured labor under penal sanction, abusive forms of child labor or exploitation of children in sweatshop labor. The applicant further declares under penalty of perjury that they adhere to the Sweatfree Code of Conduct as set forth on the California Department of Industrial Relations website located at www.dir.ca.gov, and Public Contract Code Section 6108.
- B. The applicant agrees to cooperate fully in providing reasonable access to the applicant's records, documents, agents or employees, or premises if reasonably required by authorized officials of the contracting agency, the Department of Industrial Relations, or the Department of Justice to determine the contractor's compliance with the requirements under paragraph (A).

5. DOMESTIC PARTNERS: For subgrants executed or amended after July 1, 2004, the applicant may elect to offer domestic partner benefits to the applicant's employees in accordance with Public Contract Code section 10295.3. However, the applicant cannot require an employee to cover the costs of providing any benefits which have otherwise been provided to all employees regardless of marital or domestic partner status.

TERMS AND CONDITIONS

The following laws apply to persons or entities doing business with the State of California.

1. CONFLICT OF INTEREST: Applicant needs to be aware of the following provisions regarding current or former state employees. If subgrantee has any questions on the status of any person rendering services or involved with the Agreement, the awarding agency must be contacted immediately for clarification.

Current State Employees (Public Contract Code §10410):

- A. No officer or employee shall engage in any employment, activity or enterprise from which the officer or employee receives compensation or has a financial interest and which is sponsored or funded by any state agency, unless the employment, activity or enterprise is required as a condition of regular state employment.
- B. No officer or employee shall contract on his or her own behalf as an independent contractor with any state agency to provide goods or services.

Former State Employees (Public Contract Code §10411):

- A. For the two-year period from the date he or she left state employment, no former state officer or employee may enter into a contract in which he or she engaged in any of the negotiations, transactions, planning, arrangements or any part of the decision-making process relevant to the contract while employed in any capacity by any state agency.

- B. For the twelve-month period from the date he or she left state employment, no former state officer or employee may enter into a contract with any state agency if he or she was employed by that state agency in a policy-making position in the same general subject area as the proposed contract within the 12-month period prior to his or her leaving state service.

If applicant violates any provisions of above paragraphs, such action by applicant shall render this Agreement void. (Pub. Contract Code §10420)

Members of boards and commissions are exempt from this section if they do not receive payment other than payment of each meeting of the board or commission, payment for preparatory time and payment for per diem. (Pub. Contract Code §10430 (e))

2. LABOR CODE/WORKERS' COMPENSATION: Applicant needs to be aware of the provisions which require every employer to be insured against liability for Worker's Compensation or to undertake self-insurance in accordance with the provisions, and applicant affirms to comply with such provisions before commencing the performance of the work of this Agreement. (Labor Code Section 3700)
3. AMERICANS WITH DISABILITIES ACT: Applicant assures the State that it complies with the Americans with Disabilities Act (ADA) of 1990, which prohibits discrimination on the basis of disability, as well as all applicable regulations and guidelines issued pursuant to the ADA. (42 U.S.C. 12101 et seq.)
4. APPLICANT NAME CHANGE: An amendment is required to change the applicant's name as listed on this Agreement. Upon receipt of legal documentation of the name change the State will process the amendment. Payment of invoices presented with a new name cannot be paid prior to approval of said amendment.
5. RESOLUTION: A county, city, district, or other local public body must provide the State with a copy of a resolution, order, motion, or ordinance of the local governing body which by law has authority to enter into an agreement, authorizing execution of the agreement.
6. AIR OR WATER POLLUTION VIOLATION: Under the State laws, the applicant shall not be:
- 1) In violation of any order or resolution not subject to review promulgated by the State Air Resources Board or an air pollution control district;
 - 2) Subject to cease and desist order not subject to review issued pursuant to Section 13301 of the Water Code for violation of waste discharge requirements or discharge prohibitions; or
 - 3) Finally determined to be in violation of provisions of federal law relating to air or water pollution.

Failure to comply with these requirements may result in suspension of payments under the Agreement or termination of the Agreement or both and applicant may be ineligible for award of any future State agreements if the department determines that any of the following has occurred: the applicant has made false certification, or violated the certification by failing to carry out the requirements as noted above. (Gov. Code §8350 et seq.)

I, the official named below, CERTIFY UNDER PENALTY OF PERJURY that I am duly authorized to legally bind the prospective jurisdiction to the assurances and certifications listed above.

Authorized Agent Signature

<i>Printed Name and Title of Person Signing</i>	
<i>Date Executed</i>	