



City of Sacramento City Council

10

915 I Street, Sacramento, CA, 95814
www.CityofSacramento.org

Meeting Date: 12/14/2010

Report Type: Consent

Title: Grant: United States Olympic Committee

Report ID: 2010-00034

Location: Citywide

Recommendation: Adopt a Resolution: 1) authorizing the City Manager to execute an agreement and any extensions, amendments, reapplications or other related documents with the United States Olympic Committee (USOC) as necessary for the City to accept funding for a one-year grant to lead a regional Paralympic sport development program for veterans with disabilities in Northern California in an amount not to exceed \$150,000 during Fiscal Year (FY) 2010/11; and 2) authorizing the City Manager or the City Manager's designee to adjust the necessary operating revenue and expenditure budgets to implement the grant.

Contact: David Mitchell, Operations Manager, (916)808-6076; Alan Tomiyama, Recreation Manager, (916) 808-8958, Department of Parks and Recreation

Presenter:

Department: Parks & Recreation Department

Division: Access Leisure

Dept ID: 19001541

<p>Attachments:</p> <ul style="list-style-type: none"> 1-Description/Analysis 2-Background 3-Resolution 4-Exhibit A 	<p>City Attorney Review Approved as to Form</p> <p>Michael T. Sparks 12/9/2010 9:20:59 AM</p> <p>City Treasurer Review Prior Council Financial Policy Approval or Outside City Treasurer Scope</p> <p>Russell Fehr 12/1/2010 1:56:40 PM</p>

Approvals/Acknowledgements

Department Director: Jim Combs 12/8/2010 4:45:00 PM

Assistant City Manager: John Dangberg - 12/8/2010 5:15:42 PM



Description/Analysis

Issue: The City of Sacramento, in partnership with the United States Olympic Committee (USOC), Paralympic Division, is dedicated to providing adaptive sport instruction and opportunities to veterans of the United States Armed Forces who become physically disabled. This grant provides competitive adaptive sport programs or opportunities for individuals with disabilities to develop independence, confidence, and fitness through participation in community sports, recreation, and educational programs.

Policy Considerations: Acceptance of this grant and implementation of this program is consistent with the City's strategic plan to enhance livability. As required by the USOC, this contract is governed by the laws of the state of Colorado, and any legal disputes between the USOC and the City would be resolved through arbitration in Colorado. Since the attorneys in the City Attorney's Office are not licensed to practice law in Colorado, the City may need to retain legal counsel in Colorado in the event a legal dispute does arise.

Environmental Considerations:

California Environmental Quality Act (CEQA): This report concerns administrative activities that will not have any significant effect on the environment and that do not constitute a "project" for the purposes of CEQA pursuant to section 15378(b)(2) of the CEQA guidelines (Title 14 Cal. Code Reg. § 15000 et seq.) and is exempt from CEQA pursuant to section 15061(b)(3) of the CEQA Guidelines.

Sustainability Considerations: Approval for the signature of the grant agreement is not applicable to the goals, policies, and targets of the Sustainability Master Plan or the 2030 General Plan.

Commission/Committee Action: None

Rationale for Recommendation: Signing the agreement to accept USOC funding will allow thousands of United States Veterans who become disabled to reintegrate into the community. The grant provides regional competitive adaptive sport programs or opportunities for individuals with disabilities to develop independence, confidence, and fitness through participation in community sports, recreation, and educational programs.

Financial Considerations: The USOC has awarded the City one time funding of \$150,000 to operate the program in Sacramento. The resolution approves the City's acceptance of a Grant Award and amends the budget. There is no required match by the City. It is likely that the USOC will select the City of Sacramento as the recipient of these funds annually for a total of four years.

Emerging Small Business Development (ESBD): Purchase of supplies and equipment will be made in accordance with the City's Emerging and Small Business Development program requirements.

Agreement: United States Olympic Committee Grant

Respectfully Submitted by: _____

Alan Tomiyama
Recreation Manager

Approved by: _____

James L. Combs
Director, Parks and Recreation

Recommendation Approved:

Gus Vina
Interim City Manager

Background

The City of Sacramento, Department of Parks and Recreation, Access Leisure section through their “Paralympic Sport Sacramento” club program, has been chosen by the United States Olympic Committee (USOC), Paralympic Division, as one of five leading programs in the country to receive funding from the United States Department of Veterans Affairs through the USOC to serve as regional coordinators of community based Paralympic Sports within a 200 mile radius of Sacramento. Their mission is to expand and enhance community based sports and recreation programs for injured, ill, or wounded warriors and veterans with physical disabilities or visual impairments in Northern California.

Some of the injuries that our soldiers have sustained include: traumatic brain injury, spinal cord injury, amputation, post traumatic stress disorder and visual impairment/blindness and stroke.

These veterans need the support of community based organizations to help them successfully reintegrate into their home communities and sports is a perfect vehicle for these soldiers to connect with that which makes them whole again.

As an official Paralympic Sport Club of the USOC Paralympic Division since 2008, City staff have been identified as proven leaders in the industry and recognized for their ability to create new partnerships. Access Leisure staff successfully cultivate and steward ongoing connections with key regional organizations that provide sports and recreation to people with physical disabilities. In fact, Access Leisure Program Supervisor, Annie Desalernos was honored to have won the “2010 Amazing Leader Award” in May of 2010 at the Olympic Training Center in Colorado Springs at the “Developing Amazing Leader Conference”.



Back to Table
of Contents

RESOLUTION NO. 2010-

Adopted by the Sacramento City Council

December 14, 2010

APPROVING UNITED STATES OLYMPIC COMMITTEE GRANT AGREEMENT

BACKGROUND

- A. The City of Sacramento, in partnership with the United States Olympic Committee (USOC), Paralympic Division, is dedicated to providing adaptive sport instruction and opportunities to veterans of the United States Armed Forces who become physically disabled.
- B. This grant provides regional competitive adaptive sport programs or opportunities for individuals with disabilities to develop independence, confidence, and fitness through participation in community sports, recreation, and educational programs.
- C. City Council authorization is required for the City Manager to execute the agreement.

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

- Section 1. The City Manager is authorized to execute an agreement and any extensions, amendments, reapplications or other related documents with the United States Olympic Committee (USOC) Paralympic Division as necessary for the City to accept funding for a one-year grant to lead a regional Paralympic sport development program for veterans with disabilities in Northern California in an amount not to exceed \$150,000 during Fiscal Year (FY) 2010/11.
- Section 2. The City Manager or the City Manager's designee is authorized to adjust the necessary operating revenue and expenditure budgets to implement the grant.
- Section 3. The agreement described in Section 1 is attached as Exhibit A and made part of this resolution.



Unexecuted Contract/Agreements

- The Unexecuted Contract/Agreement is signed by the other party, is attached as an exhibit to the resolution, and is approved as to form by the City Attorney.
- The Unexecuted Contract/Agreement (Public Project) is NOT signed by the other party, is attached as an exhibit to the resolution, and is approved as to form by the City Attorney.

- The Unexecuted Contract is NOT included as an exhibit to the Resolution because the Agreement(s) is with other another governmental agency and it is not feasible to obtain the other agency's signature prior to Council action (be they denominated Agreements, MOUs, MOAs, etc.); however, the City Attorney approves the forwarding of the report to Council even though the signed agreement is not in hand yet.

- The Unexecuted Contract is NOT included as an exhibit to the resolution because, due to special circumstances, and the City Attorney confirms in writing that it is okay to proceed with Council action even though the signed agreement is not in hand yet.

All unexecuted contracts/agreements which are signed by the other parties are in the Office of the City Clerk before agenda publication.



Requires Council Approval: No YES Meeting: 12-14-10

Real Estate Other Party Signature Needed Recording Requested

General Information

Form with fields: Type: Grant PO Type: None, \$ Not to Exceed: \$150,000, Attachment: Original No.: Original Doc Number: 3, Other Party: United States Olympic Committee, Certified Copies of Document: 0, Project Name: U.S. Paralympics Integrated Adaptive Sports Program, Deed: [X] None, [] Included, [] Separate, Project Number, Bid Transaction #, E/SBE-DBE-M/WBE: No

Department Information

Department: Parks and Recreation Division: Children and Community Recreation
Project Mgr: Supervisor: Richard Lincoln
Contract Services: Bernadette Cheek Date: 11/16/10 Division Mgr: Alan Tomiyama
Phone Number: 808-6097 Org Number: 19001541 Comment: Access Leisure

Review and Signature Routing

Table with columns: Department, Signature or Initial, Date. Rows for Project Mgr, Accounting (n/a), Contract Services (Bernadette Cheek, 11-16-10), Supervisor (Richard Lincoln, 11-17-10), Division Manager, Operations Manager.

Table with columns: City Attorney, Signature or Initial, Date. Row for City Attorney (M Sparks) with initials MTS and date 11-18-10.

Send Interoffice Mail Notify for Pick Up

Table with columns: Authorization, Signature or Initial, Date. Row for Jim Combs Department Director. Includes CONTROL # field and City Mgr: Yes [X] No []

For City Clerk Processing Finalized: Initial: Date: Imaged: Initial: Date: Received: (City Clerk Stamp Here)

Contract Cover/Routing Form: Must Accompany ALL Contracts; however, it is not part of the contract. (DPR 06-18-09)

SUBAWARD AGREEMENT

between

UNITED STATES OLYMPIC COMMITTEE

And

CITY OF SACRAMENTO

for the

U.S. Paralympics Integrated Adaptive Sports Program

PREAMBLE

This Subaward Agreement ("Agreement") is made and entered into as of the 1st day of the month of _____, 201__ ("Effective Date") by and between:

- A. United States Olympic Committee ("USOC"), a federally chartered nonprofit corporation, having its principal office in Colorado Springs, Colorado; and
- B. City of Sacramento ("Subawardee"), a municipal corporation, organized and existing under the laws of the State of California.

Each of Subawardee and USOC is a "Party," collectively, they are the "Parties."

RECITALS

WHEREAS, USOC is dedicated to providing adaptive sport instruction and opportunities to veterans of the United States Armed Forces who become physically disabled; and

WHEREAS, Subawardee, through its Department of Parks and Recreation, provides competitive adaptive sport programs or opportunities for individuals with disabilities to develop independence, confidence, and fitness through participation in community sports, recreation, and educational programs, or both; and

WHEREAS, USOC has received a grant of financial support from the United States Department of Veterans Affairs ("Sponsor" or "VA") for the U.S. Paralympics Integrated Adaptive Sports Program ("Program"), which aims to plan, develop, manage, and implement an integrated adaptive sports program for disabled Veterans and disabled members of the Armed Forces; and

WHEREAS, Subawardee's collaboration with USOC is a critical component of the Program.

NOW, THEREFORE, in consideration of the mutual understandings, covenants, and undertakings set forth herein, and for good and valuable consideration the receipt and adequacy of which are hereby acknowledged, it is agreed as follows:

1. AGREEMENT TERM.

This Agreement is effective on the Effective Date and will remain in effect until June 30, 2011, unless sooner terminated as provided in Section 10 (Termination), or amended in accordance with Section 15.5 (Amendments).

2. PROJECT.

2.1. Subawardee agrees to undertake the project statement of work set forth in Exhibit A ("Project") in accordance with the terms and conditions of this Agreement. Subawardee shall carry out the Project with due care and diligence, in a professional manner, and in conformity with the standards required by USOC.

2.2. Subawardee will designate in writing a Project Manager/Director who shall be responsible for the Project and for overseeing all obligations of Subawardee pursuant to this Agreement.

2.3. Allowable activities under this Agreement shall be limited to the following: (a) instruction, participation, and competition in Paralympic sports; (b) training and technical assistance to Project administrators, coaches, recreational therapists, instructors, Sponsor employees, and other appropriate individuals; and (c) coordination, Paralympic classification of athletes, athlete assessment, sport-specific training techniques, Project development (including programs at the local level), sports equipment, supplies, Project evaluation, and other USOC-approved activities related to the implementation and operation of the Project. Notwithstanding the foregoing allowable activities, Subawardee's allowable activities shall be limited to those activities specifically identified in Exhibit A.

2.4. Subawardee shall manage all activity required under the Project, but USOC shall have the right to request reasonable revisions or modifications to any aspect of the Project during the course of this Agreement, and notwithstanding Section 15.5 (Amendments) Subawardee agrees to cooperate with USOC in good faith to implement such revisions or modifications; provided, however, that if any such revision or modification causes Subawardee to claim additional funds under this Agreement, Subawardee will so inform USOC, and Subawardee shall not proceed with the revision or modification unless USOC approves additional funding in writing.

3. FUNDING MECHANISM AND PAYMENT.

3.1. USOC will reimburse Subawardee for its reasonable and allowable costs of performing the Project, in accordance with the approved budget attached hereto as Exhibit B-1 ("Budget"), and subject to Subawardee's compliance with all obligations and reporting requirements under this Agreement. The total reimbursement to Subawardee under this Agreement shall not exceed One Hundred Fifty Thousand (USD \$150,000) ("Total Reimbursement"), including all direct and indirect (as defined in Section 4.9) costs. USOC will provide advances of funding in accordance with the funding mechanism described below, but in no event will Subawardee be entitled to retain funds in excess of its actual reasonable, allocable, and allowable costs of performance under this Agreement.

3.2. Subawardee shall manage the funds and keep systematic and complete records of the receipt and disbursement of all funds, consistent with the financial and program management standards set forth in Office of Management and Budget ("OMB") Circular A-110, *Administrative Requirements For Grants And Agreements With Institutions Of Higher Education, Hospitals, And Other Non-Profit Organizations* (2 CFR Part 215), as implemented by Sponsor at 38 CFR Part 49. Subawardee will track all funds provided by USOC under this Agreement in a separately identifiable account within Subawardee's financial system, and Subawardee shall account for its costs of performance in accordance with its established cost accounting policies and procedures, consistent with OMB Circular A-122, *Cost Principles for Non-Profit Organizations* (2 CFR Part 230) ("Applicable Cost Principles"). Subawardee agrees that all expenditures under this Agreement shall be subject to and consistent with the Applicable Cost Principles.

3.3. Funding will be in the form of advance funding of expected reimbursable costs in accordance with the payment schedule set forth in Exhibit B-2 ("Payment Schedule"), subject to Subawardee's after-the-fact reporting and certification of actual incurred reimbursable costs in accordance with the reporting requirements specified in this Agreement. Advances of funds will occur on the dates designated in Exhibit B-2, subject to USOC's receipt of reports set forth in Section 7 (Reporting), and subject to USOC's assessment of Subawardee's performance. No adjustment will be made to an advance to cover Subawardee expenditures in excess of a previous advance, unless (a) Subawardee establishes to USOC's satisfaction that such overspending was consistent with the approved Budget and reasonably necessary to carry out the Project, and (b) USOC approves an additional advance.

3.4. Subawardee acknowledges that funding for this Agreement is pursuant to a prime grant award

to USOC from the Sponsor. Accordingly, by executing this Agreement, Subawardee agrees to comply with all applicable Sponsor requirements, including the requirements listed in Exhibit C ("Representations, Certifications, and Other Sponsor Requirements"). USOC's obligation to fund this Agreement is contingent on continued funding from the Sponsor. Furthermore, USOC's obligation to fund this Agreement is based on Subawardee's satisfactory performance of the Project and compliance with all Subawardee obligations under this Agreement, as determined by USOC in its sole discretion.

4. PROJECT ADMINISTRATION.

4.1. Subawardee shall be responsible for managing and directly implementing the Project, and for ensuring that all funds are expended appropriately.

4.2. Subawardee shall request written approval from USOC prior to any of the following expenditures or occurrences:

- a. Incurring costs prior to the Effective Date of this Agreement, or after termination or expiration of this Agreement;
- b. A material change or modification of the Project, or a change in scope or objectives set forth in the Project;
- c. The transfer of amounts budgeted for indirect costs (potentially allowable indirect costs are defined in Section 4.9) to absorb increases in direct costs, or vice versa;
- d. Transferring a portion of the Project to another entity or institution, or sub awarding funds under this Agreement to another entity or institution ("Subrecipient");
- e. The purchase of materials or equipment having a unit price over \$5,000.00 (except where such items are specifically identified and budgeted within the budget approved by USOC);
- f. The purchase of real property, other than leasehold interests; and
- g. Any change in, or long term absence of, Subawardee's Project Manager/Director (as defined in Section 2.2) or other key personnel involved in the Project.

4.3. Subawardee may not, without USOC's prior written approval, transfer funds within Subawardee's approved budget categories, unless the cumulative amount of such transfers effect a change of 20% or less in each of the affected budget categories and 10% or less of the Total Reimbursement.

4.4. For an approved budget containing multiple budget periods, any unspent funds in one budget period may be carried forward to the next budget period.

4.5. Any income received by Subawardee in connection with the Project during the term of this Agreement ("Program Income") must be reported to USOC and applied to carrying out the Project, in accordance with instructions provided by USOC.

4.6. All unobligated funds under this Agreement in the possession of Subawardee upon expiration or termination of this Agreement must be promptly returned to USOC.

4.7. Funds under this Agreement may not be used for construction or alteration, including renovation, modernization, remodeling, or improvement of facilities and buildings, without prior written approval from USOC.

4.8. Funds under this Agreement may not be used to provide compensation in the form of profit or fee to Subawardee as consideration for Subawardee's performance under this Agreement.

4.9. Notwithstanding anything to the contrary in the Applicable Cost Principles, Subawardee's indirect costs charged to this Agreement may include administrative expenses only, which shall not exceed ten (10) percent of Total Reimbursement, pursuant to 38 USC Section 521A.

4.10. No funds under this Agreement may be used to support those individuals or participants with disabilities who are not Veterans or members of the Armed Forces.

4.11. Pursuant to 38 CFR Part 49, interest earned by Subawardee on advances of funds from USOC must be returned annually to USOC, provided that interest amounts up to \$250.00 per year may be retained by Subawardee for administrative expenses.

4.12. Subawardee commits to following best practices with respect to ethics and safety for the Project, as defined by its own established policies and procedures, consistent with all applicable laws, policies, and procedures of the jurisdiction in which Project activities are being carried out or to which Subawardee is otherwise subject.

4.13. Subawardee shall notify USOC in writing immediately upon the following: (a) any significant findings, breakthroughs, or events of unusual interest, (b) any significant problems, delays, or adverse conditions (including physical, cultural, legal, regulatory, or social conditions) that will materially affect the Project, (c) any adverse publicity related to this Agreement, and (d) suspension or debarment (e.g., a declaration of ineligibility to contract with any government), arrest by law enforcement officials, or other such matters raised against Subawardee, or its employees, agents, or subcontractors engaged in activity under this Agreement.

4.14. As a precondition to this Agreement, Subawardee must have a Data Universal Numbering System (DUNS) Number and Subawardee agrees to identify such DUNS Number to USOC.

5. PROCUREMENT AND PROPERTY ACCOUNTABILITY.

5.1. All procurement of goods and services under this Agreement shall be conducted in a manner to provide, to the maximum extent practical, open and free competition, in accordance with all applicable laws, and consistent with the procurement standards and required flowdown provisions set forth in 38 CFR Part 49.

5.2. Title to equipment, supplies, and other personal property acquired by Subawardee under this Agreement shall vest in Subawardee. Title to real property acquired with funds under this Agreement, if acquired with USOC approval, shall vest in Subawardee.

5.3. Management and disposition of all property acquired under this Agreement shall be subject to the uniform standards set forth in Sponsor regulations at 38 CFR Part 49.

6. INTELLECTUAL PROPERTY.

6.1. Title to intellectual property developed, conceived, or reduced to practice under this Agreement shall vest in accordance with applicable intellectual property law, consistent with the intellectual property rights and obligations set forth in Sponsor regulations at 38 CFR Part 49 and the regulations set forth in 37 CFR Part 401, *Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements*.

6.2. Subawardee shall provide to USOC copies of key mutually agreeable professional video and digital photos (collectively, "Footage") of the activities referenced in the Project within thirty (30) days after Subawardee's physical or electronic receipt of such photos and videos. Subawardee hereby grants to USOC the irrevocable, perpetual, paid-up, sublicensable, assignable, worldwide right and license to use the Footage in all forms of media for: (1) news and information purposes, (2) podcasting, (3) online courses and supplemental DVDs, (4) clips for marketing on the TeamUSA and US Paralympics website, (5) promotion of the US Olympic and Paralympic Teams, and (6) promotion of the USOC and the Olympic Movement (including Olympic Network). This license shall take effect automatically without the necessity of any further negotiation or agreement between USOC and Subawardee or other owner(s) of the intellectual property; provided that, in no event will USOC use or authorize the commercial use of the Footage in any manner that would imply endorsement of any company, product, or service, without appropriate written permission.

6.3. The USOC will have the right to shoot its own Footage at mutually agreed upon key events, and to use such Footage for the purposes set forth in Section 6.2. Subawardee will reasonably assist the USOC in arranging the logistics for such USOC video and photo shoots.

6.4. Subawardee shall ensure that the rights of USOC and the Federal government under this Section are specifically recognized, acknowledged, and agreed to in writing by any of its employees, agents, contractors, consultants, Subrecipients, and by all others participating in work under this Agreement, and Subawardee shall be responsible for ensuring compliance with this Section in all of its agreements.

6.5. Subawardee shall promptly report to USOC any efforts by Subawardee to secure patent protection with respect to intellectual property developed, conceived, or reduced to practice under this Agreement, and Subawardee shall report to USOC any other governmental filings made by Subawardee with respect to intellectual property under this Agreement. USOC agrees to maintain the confidentiality of such reports, on mutually agreed terms as may be reasonably necessary to allow Subawardee to preserve patent rights and other intellectual property rights that might otherwise be adversely affected by disclosure.

7. REPORTING.

7.1. Within thirty (30) days after the end of each calendar quarter, for the duration of this Agreement, Subawardee shall submit to USOC a written report ("Quarterly Report"), assessing both the financial and programmatic status of activities undertaken pursuant to this Agreement. The Quarterly Report shall include the following:

- (a) A detailed report of Subawardee's costs incurred under this Agreement, broken down by major cost category (including costs incurred for salaries, travel, supplies, and indirect costs (potentially allowable indirect costs are defined in Section 4.9) for the period of time beginning on the Effective Date, through the calendar quarter covered by the Quarterly Report, and certified by the responsible financial official of Subawardee as true, accurate, and consistent with Applicable Cost Principles;
- (b) A description (including price and date of purchase) of equipment purchased having a unit price of \$5,000.00 USD or greater;
- (c) An estimate of advance funds remaining;
- (d) A narrative description of all programmatic activities undertaken by Subawardee pursuant to this Agreement, for the calendar quarter covered by the Quarterly Report;
- (e) A roster of participants in all activities referenced in this Project for the calendar quarter covered by the Quarterly Report. The roster shall include the participant's branch of military service, current or last rank, mailing address, electronic mailing address, telephone

number(s), age, description of type of disability, and a report on the participant's performance in the activity, to the extent Subawardee has such information and is not otherwise prohibited by law from providing the information. If Subawardee is unable to provide any of the information it shall provide USOC with a statement detailing the reasons as to why such information cannot be provided;

(f) A statement regarding whether Subawardee has complied with the terms of this Agreement.

7.2. Subawardee acknowledges that USOC has an obligation to communicate with the Sponsor about the programmatic and financial status of Subawardee's Project-related activities on a regular basis. Therefore, upon request by USOC, Subawardee will support USOC's obligations by providing relevant programmatic and financial information to USOC.

8. PUBLICITY RELEASES AND ACKNOWLEDGEMENT.

8.1. Should either Party desire to release any publicity or public relations materials of any kind concerning or relating to this Agreement or work performed under this Agreement, the releasing Party shall first submit any such material to the other Party for review; provided, however, that USOC may issue reports, public statements, press releases and the like that pertain to the Project, and USOC may undertake general public announcements and public relations materials relating to the Project. Except as provided in this Section, neither Party will publish or release any public relations materials related to the Project without the other Party's prior written consent, which shall not be unreasonably withheld.

8.2. Except as provided in this Section 8.2, neither Party will use the name, logo, insignia or trademarks of the other Party in any press release, fund-raising, website, or product advertising, or for any other promotional purpose, without first obtaining the written consent of the other Party. During the term of this Agreement, Subawardee shall recognize USOC using a tag line provided by the USOC (the "Tag Line") in key publications, forms, brochures, posters, banners, videos or other produced media referencing the Project. Subawardee's use of the Tag Line shall conform to certain guidelines and restrictions concerning the Tag Line as specified in writing by USOC, and Subawardee shall submit for USOC's prior written approval each use of the Tag Line required by the foregoing sentence. The USOC's approval of any use of the Tag Line shall constitute its deemed approval of all substantially identical uses of the Tag Line. (By way of an example, if USOC approves a Subawardee brochure template, all brochures that follow such template shall be deemed approved.)

8.3. Specifically excluded from Subawardee's rights is the right to refer to any specific products, services, procedures, techniques, or practices provided in association with the aforementioned Tag Line. With the USOC's prior written consent in accordance with Section 8.2, Subawardee may use the Tag Line on premiums distributed in connection with the Project (e.g., volunteer uniforms). In no event may Subawardee use the Tag Line on any items that are offered for sale.

9. AUDIT RIGHTS AND RECORD RETENTION.

9.1. Subawardee shall maintain, and shall cause any of its approved Subrecipients to maintain, according to applicable accounting principles and good financial practices, books, documents, records, correspondence, instructions, plans, drawings, receipts, vouchers, memoranda, and other evidence, sufficient to accurately and properly reflect all costs and the disposition of any materials, tools, or equipment under this Agreement. USOC, Sponsor, the U.S. Comptroller General, or their authorized representatives shall have the right, with reasonable advance notice during normal business hours, to conduct site visits, meet with Subawardee personnel, and view any materials, equipment, tools, or supplies purchased under this Agreement, and any books, documents, records, correspondence,

instructions, plans, drawings, receipts, vouchers, memoranda, and other evidence relating to performance of this Agreement, for the purpose of auditing and verifying costs under this Agreement, and evaluating and testing Subawardee's systems of internal controls, practices, and procedures. USOC, Sponsor, or its authorized representatives shall have the right to reproduce any such records. Subawardee's failure to provide such access shall constitute a material breach of this Agreement. Subawardee shall ensure that USOC, Sponsor, or its authorized representatives are provided access to the facilities of any approved Subrecipients on terms substantially identical to those set forth above.

9.2. Subawardee certifies that it meets and will continue to meet the annual audit requirements of OMB Circular A-133, *Audits of States, Local Governments, and Non-Profit Organizations*, and will furnish a full and complete copy of such audit report to USOC within 30 days of issuance of the audit report. Subawardee agrees that in the event of adverse A-133 audit findings, or any other adverse audit findings, Subawardee will take appropriate corrective action and notify USOC of same. Subawardee further agrees that all records and reports prepared in accordance with the requirements of OMB Circular A-133 and 38 CFR Part 49 shall be available for inspection by USOC and/or representatives of Sponsor during normal business hours.

9.3. Subawardee agrees to refund to USOC any sum of money relating to costs charged to this Agreement that USOC or an auditor determines to be an unallowable, unallocable or unreasonable cost under Applicable Cost Principles. Notwithstanding any other provision of this Agreement, USOC's payments to Subawardee shall not affect USOC's right to a refund on the basis of a later audit or other review, nor does it affect Subawardee's obligation to return funds that that USOC or an auditor determines to be inconsistent with Applicable Cost Principles.

9.4. Subawardee shall retain all records relating to this Agreement for a period of at least four (4) years after the expiration or termination of this Agreement, with any extensions thereof, or for such longer period(s) as may otherwise be required by applicable law. If any such records are or may be required to resolve any then threatened or pending claim or arbitration pursuant to this Agreement, the period of retention shall continue until final disposition of such claim or arbitration.

10. TERMINATION.

USOC, in its sole discretion, may terminate this Agreement or any part of the Project by giving thirty (30) days advance written notice to Subawardee specifying the extent and the effective date of the termination ("Termination Date"). Should USOC terminate this Agreement or any part of the Project, Subawardee shall immediately stop performance of the activities that are the subject of the termination notice, unless otherwise directed by USOC to resume activity. USOC will reimburse Subawardee for all costs properly incurred up to the Termination Date, and for non-cancelable commitments only to the extent such costs and commitments cannot be avoided, mitigated, or assigned; provided, however, that payment shall not exceed the Total Reimbursement. Payment under the foregoing sentence will be subject to receipt by USOC of an invoice that (a) identifies Subawardee's costs; (b) certifies such costs as reasonable, accurate, and consistent with the Applicable Cost Principles; (c) certifies such costs as incurred prior to the Termination Date; and (d) is accompanied by a report that describes the activities for which Subawardee seeks reimbursement. Subject to the foregoing provisions, Subawardee shall, upon request by USOC, return all other funds to USOC.

11. CONFLICT OF INTEREST.

Subawardee certifies that it is not aware of any related past, present, or planned interest, financial or otherwise, that may impair its objectivity in performing the Project. Subawardee shall identify and manage actual and potential conflicts of interest in accordance with its established policies and

procedures. Any unresolved conflicts of interest that have or may have a significant effect on the conduct of the Project shall be promptly reported to USOC in writing, together with proposed actions to eliminate or mitigate the effect of the conflict.

12. CONFIDENTIAL INFORMATION.

This Agreement shall be carried out, to the maximum extent possible, without the disclosure of either Party's confidential information to the other Party or to third parties. However, should it become necessary to disclose confidential information, the providing Party will notify the receiving Party in advance and in writing, and the Parties shall agree on reasonable terms for the protection of such information. All confidential information will be clearly marked as such, or promptly disclosed as such, in writing. The USOC acknowledges that Subawardee is public agency subject to the California Public Records Act (California Government Code, § 6250 et seq.) ("CPRA"). Nothing in this Agreement shall prevent Subawardee from fulfilling its obligations under the CPRA.

13. COMMUNICATION WITH SPONSOR.

Subawardee shall not communicate directly or indirectly with the Sponsor regarding this Agreement or any obligations hereunder without the prior consent of USOC.

14. SUBAWARDS.

Subawardee shall not outsource any part of the Project to a Subrecipient without USOC's prior written approval; provided, however, that USOC's approval of Subawardee's proposal or budget that specifically designates a Subrecipient shall constitute USOC's prior written approval for this purpose. Any agreement with a Subrecipient must be subject to the terms and conditions applicable to Subawardee as consistent with this Agreement, and the agreement must flow down applicable provisions contained in this Agreement. A copy of all Subawardee's agreements with Subrecipients must be provided to USOC.

15. ADDITIONAL PROVISIONS.

15.1. Compliance with Law and Policies: Subawardee shall comply with all applicable law and regulations in the performance of this Agreement. Furthermore, Subawardee agrees to comply with the representations, certifications, and other Sponsor requirements set forth in Exhibit C ("Representations, Certifications, and Other Sponsor Requirements").

15.2. Governing Law: This Agreement shall be construed in accordance with the terms and conditions set forth in this Agreement, and the law of the State of Colorado, without regard to choice or conflict of laws principles that would cause the application of any other law.

15.3. Dispute Resolution: The Parties will use their best efforts to negotiate in good faith and settle any dispute that may arise out of or relate to this Agreement or any breach of this Agreement. If any such dispute cannot be settled amicably through ordinary negotiations by the representatives of the Parties, either Party may give the other Party notice that it wishes to refer such dispute to executive officers of the Parties, in which event, the authorized executive officers of each Party, or their designees, shall, during a thirty (30) day period following the date of such notice ("Thirty-day Period"), attempt to resolve such dispute. If such dispute is not resolved prior to the expiration of such Thirty-day Period, the dispute shall be finally settled under the Commercial Rules of Arbitration of the American Arbitration Association ("AAA Rules") before a single arbitrator, with such arbitration to be held in Denver, Colorado. Within five days following the expiration of such Thirty-day Period, each Party shall give the other notice of three potential candidates to act as the arbitrator. Within five days following such notice, each Party

shall select two of the candidates nominated by the other Party and the Parties shall jointly interview the four candidates so chosen (it being understood that neither Party shall have any ex parte communications with any proposed or selected arbitrator) and shall attempt to agree upon one of them to act as the arbitrator. If the Parties cannot agree upon an arbitrator within thirty (30) days of the expiration of the Thirty-day Period, each Party shall have the right to suggest one arbitrator on either Party's list to the AAA as part of a joint letter to the AAA (not disclosing which Party suggested which arbitrator) requesting the AAA to nominate a single arbitrator in accordance with the AAA Rules. The arbitrator shall be empowered to award specific performance, injunctive relief, and other equitable remedies as well as damages, but shall not be empowered to award punitive or exemplary damages. Each Party shall initially bear its own costs and legal fees associated with such arbitration and shall initially bear one-half of the costs of the arbitrator, but the arbitrator may determine that under the facts and circumstances it is equitable that one Party bear all or a portion of any of the foregoing costs and expenses of the other Party. The final arbitration award shall be binding on the Parties.

15.4. **Liability and Indemnification:** Neither USOC nor any of USOC's affiliates, nor any officer, director, trustee, employee, or agent of the foregoing, shall have liability to Subawardee or any of Subawardee's affiliates, officers, directors, trustees, employees, agents, or subrecipients, for any claim, loss, damage, or injury incurred in the course of the performance of this Agreement or otherwise in connection therewith, other than for contract damages associated with a breach of obligations stated in this Agreement. Neither USOC nor any of USOC's affiliates, nor officers, directors, trustees, employees, or agents of the foregoing, will be liable to Subawardee with respect to any subject matter of this Agreement for any special, indirect, incidental, consequential, punitive damages, or lost profits, under any contract, negligence, strict liability or other legal or equitable theory. Subawardee shall indemnify, hold harmless, and defend USOC and any of USOC's affiliates, and each officer, director, trustee, employee, or agent of any of the foregoing, and their respective successors and assigns, from and against third party claims, demands, actions, liabilities, damages, and expenses (including reasonable attorneys' fees and litigation costs) resulting therefrom, arising out of, or related to, the negligence or willful misconduct of Subawardee in connection with this Agreement or the representations or certifications made by Subawardee herein.

15.5. **Insurance:** Subawardee shall maintain Commercial General Liability insurance with limits of at least One Million Dollars (\$1,000,000) per occurrence. The policy shall include Bodily Injury and Property Damage and Personal and Advertising Liability. This policy shall name the USOC and its directors, officers, employees, volunteers and representatives as Additional Insureds.

If applicable, Subawardee shall maintain Workers Compensation Insurance in compliance with state statutory requirements and Employer's Liability Insurance with limits of at least One Million Dollars (\$1,000,000). Said coverage shall waive subrogation in favor of USOC.

Upon reasonable request by USOC, Subawardee shall provide a Certificate of Insurance evidencing proof of all insurance required herein. The USOC shall be designated as the Certificate Holder.

USOC acknowledges that Subawardee is a self-insured public agency. Notwithstanding any other provision of this Agreement, Subawardee shall have the right to satisfy any or all of the insurance requirements of this Section 15.5 through use of Subawardee's self-insurance program. In the event Subawardee exercises its right to satisfy the insurance requirements of this Section 15.5 through use of its self-insurance program, Subawardee shall provide USOC with a letter of self-insurance from Subawardee stating that its self-insurance program adequately protects against liabilities and claims the types of which the insurance required by Section 15.5 are intended to protect against.

15.6. Amendments: This Agreement shall not be modified, changed, or altered in any manner whatsoever except by explicit amendment signed by the authorized representative of the Parties.

15.7. No Third Party Beneficiary: Except as specifically set forth in this Agreement, this Agreement is not intended to create and does not create any rights in or benefits to any third party.

15.8. Nature of Relationship: Subawardee shall be considered an independent contractor for purposes of this Agreement. Nothing in this Agreement shall constitute a partnership or joint venture or establish a relationship of agency between USOC and Subawardee. No employee of USOC on the one hand, or of Subawardee on the other hand, shall be considered to be an employee of the other, and neither USOC nor Subawardee shall enter into any contract or agreement with a third party that purports to obligate or bind the other.

15.9. Force Majeure: If either Party is rendered unable, wholly or in part, by force majeure, to perform its obligations under this Agreement, the performance of such obligations by such Party, so far as they are affected by force majeure, shall be excused from the inception of any such inability until it is corrected, but for no longer period. The Party claiming an inability to perform shall immediately after the occurrence of the force majeure, notify the other Party verbally of the nature, date of inception, and expected duration of the force majeure, and the extent to which it will prevent the Party giving such notice from performing its obligations under this Agreement. The Party giving notice shall confirm such notification in writing as soon as practicable. The Party claiming inability to perform shall promptly correct such inability to the extent it may be corrected through the exercise of reasonable diligence. The term "force majeure" shall mean any act, event, cause, or occurrence rendering a Party unable to perform its obligations which is not within the reasonable control of such Party, excluding any act, event, cause, or occurrence caused by a Party's own financial condition or negligence.

15.10. Waiver of Default or Breach: Failure of either Party to exercise any of its rights under this Agreement shall in no way constitute a waiver of those rights, nor shall such failure excuse the other Party from any of its obligations under this Agreement. No benefit or right accruing to either Party under this Agreement shall be waived unless the waiver is reduced to writing and signed by both Parties. The waiver, in one instance, of any act, condition, or requirement stipulated in this Agreement shall not constitute a continuing waiver or a waiver of any other act, condition, or requirement, or a waiver of the same act, condition, or requirement in other instances, unless specifically so stated. Except as otherwise provided in this Agreement, the rights and remedies provided in this Agreement shall be cumulative and not exclusive of any rights or remedies provided by law.

15.11. Severability: Should any term or condition of this Agreement be determined to be unlawful by a court of law or adjudicative body with jurisdiction over the Parties, the remaining terms and conditions of this Agreement will continue to remain in force and effect and shall be interpreted so as to best effect the original intentions of the Parties.

15.12. Notices: Any notices, reports, authorizations, or approvals concerning this Agreement shall be in writing. Unless otherwise provided, all notices shall be sufficient when delivered in person, or sent by facsimile, electronic mail, or by certified or registered air mail or international courier, to the Authorized Representative of the Party, or to a person designated by the Authorized Representative. The Authorized Representative of each Party is:

For USOC:

For Subawardee:

United States Olympic Committee
Attn: Joe Walsh
Managing Director, Paralympics
1 Olympic Plaza
Colorado Springs, CO 80909
Telephone: +1.719.866.2030
Facsimile: +1.719.866.2029
Email: joe.walsh@usoc.org

City of Sacramento, Department of Parks and
Recreation
Attn: Alan Tomiyama
Title: Recreation Manager
915 I Street, 5th Floor
Sacramento, CA 95819
Telephone: 916-808-8958
Facsimile: 916-808-7643
Email: Atomiyama@cityofsacramento.org

15.13. Survival: All provisions of this Agreement (including, without limitation, the Sections regarding Intellectual Property, Audit Rights and Record Retention, Liability and Indemnification, and Dispute Resolution) that by their terms require any performance following termination or expiration of this Agreement shall survive such termination or expiration.

15.14. Assignment: This Agreement and the obligations hereunder may neither be assigned nor transferred, either in whole or in part, by Subawardee without first obtaining the written consent of USOC. USOC may assign or transfer any of its rights or obligations to an affiliate of USOC and nothing in this Section shall detract from USOC's ability to subcontract or delegate any of its rights or obligations to an affiliate of USOC or to a qualified third party.

15.15. Entire Agreement: This Agreement (and all exhibits) contains the entire terms and conditions applicable to this Agreement and supersedes and replaces any prior written or oral agreements, representations, or understandings between USOC and Subawardee.

IN WITNESS WHEREOF, the Parties have signed this Agreement as of the day and year first written above.

UNITED STATES OLYMPIC COMMITTEE

By: _____

Name: Joseph F. Walsh

Title: Managing Director, Paralympics

Date: _____

City of Sacramento

By: _____

Gus Vina

Title: Interim City Manager

Date: _____

Exhibit A
Project Statement of Work
City of Sacramento, Department of Parks and Recreation
Access Leisure

Subawardee will perform the following deliverables during the Term:

1. Serve as the lead for a regional Paralympic sport development program for veterans with disabilities in Sacramento, California and the surrounding 200 miles (“Northern California”).
 - 1.1 Collect and track information on existing and potential community-based programs that are capable of providing programming for veterans with disabilities.
 - 1.2 Participate in joint meetings with other Paralympic development and regional programs as specified by U.S. Paralympics.
 - 1.3 Develop a mechanism to integrate Paralympic opportunities for veterans with disabilities into sustainable community based programs when possible.
 - 1.4 Establish a system to refer interested veterans with disabilities to appropriate community-based programs.
 - 1.5 Coordinate outreach and technical support with Community-Based Warrior Transition Unit in California, Nevada, Washington State and Oregon; the local AW2 Wounded Warriors; Paralympic Sport Clubs in Lake Tahoe, Berkeley, Mammoth Mountain, San Jose, and Reno; Veterans Administration facilities in Northern California; local community organizations serving those with disabilities; and veterans organizations (e.g. Soldier’s Angels Northern California).
 - 1.6 Present at least five (5) seminars on pertinent topics regarding Paralympic sport opportunities for veterans to any combination of the aforementioned organizations with a minimum audience of ten persons in each seminar who are positioned to promote or provide such opportunities.
 - 1.7 Disseminate monthly updates on upcoming programming for veterans with disabilities throughout the region using the Paralympic Activity Network and other identified networking and communication tools.
2. Provide high quality training and competition programs for disabled veterans, focused on recreational, developmental, and emerging athletes from Northern California in the sports of sled hockey, wheelchair rugby, wheelchair basketball, hand cycling, tandem cycling, goal ball, swimming, wheelchair softball and the field events of shot put, discus, and javelin.
 - 2.1 Provide or facilitate introductory clinics in each of the above listed sports at least once and serving no fewer than one hundred (100) unique veterans with disabilities.
 - 2.2 Purchase equipment based on the results of an assessment conducted to determine equipment required to implement the delivery of introductory clinics, quality training and competition programs (cycling and sled hockey equipment as described in Exhibit B-1).
 - 2.3 Provide or facilitate ongoing training and competition opportunities in a minimum of five of the above-listed Paralympic sports serving a minimum (total) of 50 veterans with disabilities with a target goal of 100 and a stretch goal of 150. Ongoing training shall mean a minimum of one day per week activity over a minimum sixteen week period.

2.3 Recruit a minimum of 5 veterans with disabilities to participate in USOC sponsored or recognized Paralympic sport camp opportunities.

Authorization to charge expenses

Subawardee is authorized to submit Project expenses for reimbursement by the Subaward that occurred after June 1, 2010 but before the Effective Date provided that such expenses are submitted to the USOC on a quarterly report by January 10, 2011 and subsequently approved by the USOC as allowable expenses.

**Exhibit B-1
Budget**

CATEGORY	BUDGET	COMMENTS
Personnel	\$79,000	One full time Program Coordinator@\$69,000. Two part time recreation leaders for community programs @ \$5,000/yr one rock climbing instructor for one clinic and one camp.
Operational Costs	\$6,270	Cell phones for 2 staff, office space for one staff, annual air card cost for lap-top for outreach at all events.
Travel	\$12,730	Staff travel costs to conduct all outreach and clinics a well as travel to events and competitions
Equipment/Supplies/Other	\$ 37,000	4 handcycles, 2 tandem cycles, sled hockey equipment, facility rental, t-shirts for 150 wounded warriors in Transition.
Administrative Costs	\$ 15,000	Maximum: 10% of Grant
TOTAL	\$150,000	

**Exhibit B-2
Payment Schedule**

Upon mutual execution Subawardee will receive a one-time sum of One Hundred and Fifty Thousand Dollars (\$150,000.00).

Exhibit C
Representations, Certifications, and Other Sponsor Requirements

By executing this Agreement and accepting funds hereunder, Subawardee makes the following representations and certifications, as applicable:

1. Debarment and Suspension.

Subawardee certifies that it and its principals (as defined in 2 CFR Part 180):

- (a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any Federal department or agency;
- (b) Have not within a three-year period preceding this Agreement been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
- (c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (b) of this certification; and
- (d) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.

Subawardee certifies that it will comply with subpart C of the OMB guidance in 2 CFR Part 180, *OMB Guidelines To Agencies On Governmentwide Debarment And Suspension (Nonprocurement)*, and will include a similar term or condition in any covered transaction into which it enters at the next lower tier.

2. Lobbying.

Subawardee certifies, to the best of his or her knowledge and belief, that:

- (1) 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.
- (2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- (3) Subawardee 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.

3. Nondiscrimination.

Subawardee hereby certifies that it will comply with applicable provisions of the following national policy requirements (as applicable) with respect to the prohibition of discrimination:

- (1) Title VI of the Civil Rights Act of 1964 (Pub. L. 88-352, 42 U.S.C. § 2000-d) which prohibit discrimination on the basis of race, color or national origin, in programs and activities receiving Federal financial assistance.
- (2) Executive Order 11246 "Equal Employment Opportunity" as implement by Department of Labor regulations at 41 CFR Part 60 "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor".
- (3) Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. § 794), which prohibits discrimination on the basis of handicap in programs and activities receiving Federal financial assistance.
- (4) Age Discrimination Act of 1975, as amended (Pub. L. 95-478, 42 U.S.C. §§ 6101-6107), which prohibits discrimination based on age in the delivery of services and benefits supported with Federal funds.
- (5) Title IX of the Education Amendments of 1972 (20 U.S.C. § 1681, et seq.), which prohibits discrimination on the basis of sex in education programs and activities receiving Federal financial assistance (whether or not the programs or activities are offered or sponsored by an educational institution).
- (6) Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse;
- (7) 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;
- (8) Sections 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;
- (9) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§3601 et seq.), as amended, relating to nondiscrimination in the sale, rental or financing of housing;
- (10) Any other nondiscrimination provisions in the specific statute(s) under which application for Federal assistance is being made; and
- (11) The requirements of any other nondiscrimination statute(s) which may apply to the Project.

4. Environmental Protection.

Subawardee certifies that it will comply with applicable Federal, State, or local environmental laws and regulations, including, but not limited to: the requirements of the Clean Air Act, 42 U.S.C. 7401 et seq., and the Clean Water Act, 33 U.S.C. 1251 et seq., as implemented by Executive Order 11738 and Environmental Protection Agency (EPA) regulations at 40 CFR Part 15. In accordance with EPA rules, Subawardee further agrees that it will: (a) Not use any facility on the EPA's List of Violating Facilities in performing any activities that is nonexempt under 40 CFR Part 15.5, as long as the facility remains on the list; and (b) Notify USOC if its intends to use a facility in performing this Agreement on the List of Violating Facilities or that Subawardee knows has been recommended to be placed on the List of Violating Facilities.

Subawardee further certifies that it will comply with applicable environmental standards which may be prescribed pursuant to the following: (a) institution of environmental quality control measures under the

National Environmental Policy Act of 1969 (P.L. 91-190) and Executive Order (EO) 11514; (b) notification of violating facilities pursuant to EO 11738; (c) protection of wetlands pursuant to EO 11990; (d) evaluation of flood hazards in floodplains in accordance with EO 11988; (e) 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.); (f) conformity of Federal actions to State (Clean Air) Implementation Plans under Section 176(c) of the Clean Air Act of 1955, as amended (42 U.S.C. §§7401 et seq.); (g) protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended (P.L. 93-523); and, (h) protection of endangered species under the Endangered Species Act of 1973, as amended (P.L. 93-205).

5. Official Benefit.

Subawardee certifies that no member of or delegate to Congress, or resident commissioner, shall be admitted to any share or part of the funds under this Agreement, or to any benefit arising from it, in accordance with 41 U.S.C. § 22.

6. Human Trafficking.

Subawardee certifies that it will comply with applicable provisions of 2 CFR Part 175, *Award Term for Trafficking in Persons*, which establishes a Government-wide award term for grants and cooperative agreements to implement the requirement in paragraph (g) of section 106 of the Trafficking Victims Protection Act of 2000 (TVPA), as amended (22 U.S.C. 7104(g)).

7. Anti-Terrorism.

Subawardee represents that it is familiar with U.S. Executive Orders and laws that prohibit the provision of resources and support to individuals and organizations associated with terrorism and terrorist related lists promulgated by the U.S. Government, the United Nations, and the European Union. Subawardee confirms that it will take reasonable steps to ensure that none of the funds under this Agreement will be used in support of or to promote violence, terrorist activity or related training, whether directly through its own activities and programs, or indirectly through support of, or cooperation with, other persons or organizations known to support terrorism or that are involved in money laundering activity.

8. Tax Exempt Status.

Subawardee certifies that it will maintain its status as a political subdivision of the state of California, including its status as a tax exempt organization under Section 115(2) of the Internal Revenue Code, for the duration of this Agreement.

9. Other Certifications.

Subawardee certifies that it:

- (1) Has the legal authority to receive Federal assistance and the institutional, managerial and financial capability (including funds sufficient to pay the non-Federal share of project cost) to ensure proper planning, management and completion of the Project.
- (2) 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.
- (3) Will initiate and complete the work within the applicable time frame.

- (4) 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 19 statutes or regulations specified in Appendix A of OPM's Standards for a Merit System of Personnel Administration (5 C.F.R. 900, Subpart F).
- (5) Will comply, or has already complied, 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 purchases.
- (6) Will comply, as applicable, 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.
- (7) Will comply, as applicable, with the provisions of the Davis Bacon Act (40 U.S.C. §§276a to 276a-7), 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. §§327-333), regarding labor standards for federally-assisted construction subagreements.
- (8) 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.
- (9) 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.
- (10) Will assist the awarding agency in assuring compliance with Section 106 of the National Historic Preservation Act of 1966, as amended (16 U.S.C. §470), EO 11593 (identification and protection of historic properties), and the Archaeological and Historic Preservation Act of 1974 (16 U.S.C. §§469a-1 et seq.).
- (11) 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.
- (12) 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.
- (13) Will comply with the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. §§4801 et seq.) which prohibits the use of lead-based paint in construction or rehabilitation of residence structures.
- (14) Will cause to be performed the required financial and compliance audits in accordance with the Single Audit Act Amendments of 1996 and OMB Circular No. A-133, "Audits of States, Local Governments, and Non-Profit Organizations."
- (15) Will comply with all applicable requirements of all other Federal laws, executive orders, regulations, and policies governing this program.