RESOLUTION NO. 2012-363

Adopted by the Sacramento City Council

October 30, 2012

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 a 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 or the City Manager's designee 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 for 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) 2013/14.

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.

Adopted by the City of Sacramento City Council on October 30, 2012 by the following vote:

Ayes: Councilmembers Ashby, Cohn, D Fong, McCarty, Pannell, Schenirer, Sheedy, and Mayor Johnson.

Noes: None.

Abstain: None.

Absent: Councilmember R. Fong

Vice Mayor Angelique Ashby

Attest:

Shirley Concolino, City Clerk

SUBAWARD AGREEMENT

between

UNITED STATES OLYMPIC COMMITTEE

and

CITY OF SACRAMENTO PARKS AND RECREATION

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 October, 2012 ("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 Parks and Recreation ("Subawardee"), a municipal corporation, organized and existing under the laws of the State of California, having its principal office in Sacramento, CA.

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 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; 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 of which the receipt and adequacy are hereby acknowledged, it is agreed as follows:

1. <u>AGREEMENT TERM.</u>

This Agreement is effective on the Effective Date and will remain in effect until September 30, 2013, unless sooner terminated as provided in Section 10 (Termination), or amended in accordance with Section 15.6 (Amendments).

2. PROGRAM AND STANDARD OF PERFORMANCE.

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

2.2. Annie Desalernos is designated as Subawardee's Program Manager/Director and shall be responsible for the Program 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 Program administrators, coaches, recreational therapists, instructors, Sponsor employees, and other appropriate individuals; and (c) coordination, Paralympic classification of athletes, athlete assessment, sport-specific training techniques, Program development (including programs at the local level), sports equipment, supplies, Program evaluation, and other USOC-approved activities related to the implementation and operation of the Program. Still, notwithstanding the foregoing allowable activities, Subawardee's allowable activities shall be further limited to those activities specifically identified in Exhibit A.

2.4. Subawardee shall manage all activity required under the Program, but USOC shall have the right to request reasonable revisions or modifications to any aspect of the Program during the course of this Agreement, and, notwithstanding Section 15.6 (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 or is reasonably expected to cause 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 Program, in accordance with the approved budget attached hereto as Exhibit B ("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 $150,000 ("Total Reimbursement"), including all direct and indirect (as defined in Section 4.8) 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 C.F.R. Part 215), as implemented by Sponsor at 38 C.F.R. Part 49, including 38 C.F.R. §§ 49.20-49.28. 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, which shall be consistent with, as they otherwise are applicable to Subawardee, *Cost Principles for Educational Institutions*, OMB Circular A-21, 2 C.F.R. Part 220; *Cost Principles for State, Local, and Indian Tribal Governments*, OMB Circular A-87, 2 C.F.R. Part 225 and 38 C.F.R. Part 43; *Cost Principles for Non-Profit Organizations*, OMB Circular A-122, 2 C.F.R. Part 230; "Principles for Determining Costs Applicable to Research and Development Under Grants and Contracts with Hospitals," OMB Circular A-102, 45 C.F.R. Part 74 Appendix E; and 38 C.F.R. Part 49, including 38 C.F.R. § 49.27 ("Applicable Cost Principles"). Accordingly, Subawardee agrees that all expenditures under this Agreement shall be subject to and consistent with the Applicable Cost Principles. Further, Subawardee shall comply with all applicable laws, regulations, and policies regarding financial management and program management.

3.3. Subawardee shall receive funding in the form of advance funding of expected reimbursable costs in accordance with the payment schedule set forth in Exhibit B ("Budget and 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, 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 Program, and (b) USOC in its sole discretion 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, but not limited to, the requirements set forth herein and 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 Program and compliance with all Subawardee obligations under this Agreement, as determined by USOC in its sole discretion. Additionally, nothing in this Agreement shall entitle Subawardee to receive funds in addition to those set forth in this Agreement in the event the USOC secures another prime grant award from Sponsor.

4. PROGRAM ADMINISTRATION.

4.1. Subawardee shall be responsible for managing and directly implementing the Program and for ensuring that all funds are expended in accordance with this Agreement and the laws, regulations, policies, and other requirements incorporated by reference.

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 Program or a change in scope or objectives set forth in the Program;

c. The transfer of amounts budgeted for indirect costs (potentially allowable indirect costs are defined in Section 4.8) to absorb increases in direct costs, or vice-versa;

d. Subcontracting or otherwise transferring any portion of the Program to another entity or institution, or subawarding funds under this Agreement to another entity or institution ("Subrecipient");

e. The purchase of materials or equipment having a unit price over $5,000 (except where such items are specifically identified and budgeted within the budget approved in writing by USOC);

f. The purchase of real property other than leasehold interests;

g. The use of funds for the construction or alteration of facilities or buildings, to include renovation, modernization, remodeling, or improvement; and

h. Any change in, or long-term absence of, Subawardee's Program Manager/Director (as defined in Section 2.2) or other key personnel involved in the Program.

4.3. Subawardee may not, without USOC's prior written approval, transfer funds within Subawardee's approved budget categories unless:

a. the cumulative amount of such transfers exceeds or is expected to exceed 10% of the total budget; and

b. such funds are expended in compliance with all obligations and reporting requirements under this Agreement.

4.4. If USOC has approved a Budget containing multiple Budget quarters, any unspent funds in one Budget quarter may be carried forward to the next Budget quarter, unless otherwise instructed by USOC.

4.5. Any income earned by Subawardee in connection with the Program during the term of this Agreement ("Program Income") must be used to further activities in the Program, in accordance with the Program Income standards at 38 C.F.R. § 49.24 and 38 C.F.R. § 43.25.

4.6. Upon the expiration or termination of this Agreement, all unobligated funds under this Agreement that are in the possession of Subawardee must be returned to USOC within 30 days, unless a longer time period is agreed to in writing by USOC.

4.7. Funds under this Agreement may not be used to provide compensation in the form of profit or fee to Subawardee.

4.8. 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 10% of Total Reimbursement, pursuant to 38 U.S.C. § 521A(d)(5). However, any administrative costs charged to this grant must apply to the specific program being funded.

4.9. Subawardee may provide services and activities as set forth in the Program to individuals with disabilities who are neither Veterans nor members of the Armed Forces. However, no funds under this Agreement may be used to support those individuals or participants with disabilities who are neither Veterans nor members of the Armed Forces, except for administrative expenses discussed in Section 4.8 above.

4.10. Subawardee understands and agrees that, with respect to the provision of services or benefits to a specific population, any individual who is otherwise eligible to participate in any Program activity shall be provided with such services or benefits without regard to race, color, religion, national origin, or sex. With respect to single-sex programs or activities, unless there is legal authority for the exclusivity, Subawardee agrees to identify and refer the excluded individuals to, or provide them with, a comparable alternative program or service.

4.11. Any interest earned by Subawardee on advances of funds from USOC must be:

(a) expended in furtherance of the goals of the Program as if it were an amount included in the funds regularly advanced to Subawardee; or

(b) returned to USOC no later than 30 days after the expiration or termination of this Agreement; however

(c) notwithstanding 4.11(a) and 4.11(b), if Subawardee is a state university or state or local government, Subawardee also must comply with the Cash Management Improvement Act of 1990, as amended.

4.12. Subawardee commits to following best practices with respect to ethics and safety for the Program, as defined by its own established policies and procedures, so long as they are consistent with all applicable laws, policies, and procedures of the jurisdiction in which Program 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 related to the Program; (b) any problems, delays, adverse conditions (including physical, cultural, legal, regulatory, or social conditions), or circumstances that could materially affect the Program or Subawardee's ability to comply with the provisions of this Agreement; (c) any significant or adverse publicity related to this Agreement, the Program, or the program activities that are a part of this Subaward; (d) the suspension or debarment (*e.g.*, a declaration of ineligibility to contract with a governmental entity) of Subawardee or Subawardee's employee or agent directly involved in the Program; (e) a felony arrest or notice of indictment of

Subawardee's program or Subawardee's employees or agents directly involved in the Program, of which Subawardee has actual notice; or (f) the filing of a complaint or petition alleging a serious violation of civil or criminal law (e.g., a felony or action involving harm or danger to vulnerable individual(s)) by Subawardee's program or Subawardee's employees or agents directly involved in the Program, of which Subawardee has actual notice. Subawardee shall include the requirements of this Article 4.13 in any subaward agreement(s) issued for work directly related to the Program.

4.14. As a precondition to this Agreement, Subawardee must have a Data Universal Numbering System ("DUNS") Number and must agree to identify such DUNS Number to USOC. Subawardee also agrees to comply with applicable requirements regarding Central Contractor Registration (see http://www.grants.gov/applicants/org_step1.jsp for further details).

4.15. Funds under this Agreement may not be used to pay for any part of air travel that includes business or first class seating except as authorized for government travel (as described in 2 C.F.R. Part 230, Appendix B) and authorized by USOC prior to booking such travel.

5. PROCUREMENT AND PROPERTY ACCOUNTABILITY.

5.1. Subawardee shall comply with all applicable procurement laws and regulations, including, but not limited to, the regulations contained at 38 C.F.R. §§ 49.40-49.46 and 38 C.F.R. § 43.36. 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 C.F.R. Part 49, including 38 C.F.R. § 49.44, and 38 C.F.R. Part 43, including 38 C.F.R. § 43.36. Subawardee agrees that all procurement activities will be conducted in accordance with applicable laws, including those laws governing permissible sources of procurement.

5.2. Subawardee shall comply with all applicable laws and regulations relating to the acquisition, use, maintenance, and disposition of property and equipment, including, but not limited to, regulations contained at 38 C.F.R. §§ 49.30-49.37 and 38 C.F.R. §§ 43.31-43.33. Title to equipment, supplies, and other personal property acquired by Subawardee under this Agreement shall vest in Subawardee, subject to the applicable conditions and obligations set forth in 38 C.F.R. §§ 49.30-.49-37 and 38 C.F.R. §§ 43.31-43.33. Title to real property acquired with funds under this Agreement, if acquired with USOC approval, shall vest in Subawardee, subject to the applicable conditions and obligations set forth in 38 C.F.R. §§ 49.30-49.37 and 38 C.F.R. §§ 43.31-43.33.

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 C.F.R. Part 49, the terms of this Agreement, and, if Subawardee is a state, local, or Indian tribal government, 38 C.F.R. Part 43.

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 38 C.F.R. Part 49 and the regulations set forth in 37 C.F.R. Part 401. Subawardee shall comply with all applicable laws and regulations relating to

intangible property, including, but not limited to, 37 C.F.R. Part 401 and 38 C.F.R. § 49.36. Subawardee shall dispose of intangible property in accordance with all applicable laws and regulations, including, but not limited to, 38 C.F.R. § 49.34, 38 C.F.R. § 49.36, and 38 C.F.R. Part 43.

6.2. Subawardee shall provide to USOC copies of professional video and digital photos (collectively, "Footage") of the activities referenced in the Program within 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 U.S. Paralympics website; (5) promotion of the U.S. 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 from Subawardee, which shall not be unreasonably withheld.

6.3. The USOC and its authorized representatives will have the right to shoot their 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 video and photo shoots. Availment by USOC or its representatives of the rights described in the preceding sentence will not alter or eliminate Subawardee's obligations under Section 6.2.

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, 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, or required to be 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 five days after the end of each calendar quarter, for the duration of this Agreement, Subawardee shall submit to USOC a written or online report, as designated by the USOC ("Quarterly Report"), assessing both the financial and programmatic status of activities undertaken pursuant to this Agreement. The Subawardee further agrees to attend reporting training, if any, provided by the USOC and to follow other reporting requirements set forth by the USOC. The Quarterly Report shall include, but is not limited to, the following:

(a) A detailed report of Subawardee's costs incurred under this Agreement, broken down by major cost category (including costs incurred for personnel, operations, equipment, travel, supplies, and indirect costs (potentially allowable indirect costs are defined in Section 4.8), if applicable) 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, make/model/serial number, date of purchase, and location of equipment) of equipment purchased having a unit price of $5,000 or greater;

(c) An estimate of advance funds remaining;

(d) An update and narrative description of all programmatic deliverables undertaken by Subawardee pursuant to this Agreement, which may include, but is not limited to, activity details, deliverable percent complete, and number of unique disabled veteran and service member participants;

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

7.2. If Subawardee meets the criteria outlined in paragraphs (a) and (b) of this Section 7.2, Subawardee shall submit to USOC, within ten days of this subaward, the names and total compensation of each of Subawardee's five most highly compensated executives for Subawardee's most recent completed fiscal year. USOC may be required to furnish such information to the U.S. Government. The requirements of this Section shall apply to Subawardee if:

(a) during the Subawardee's preceding fiscal year, the Subawardee received

(i) 80% or more of its annual gross revenues from Federal procurement contracts (and subcontracts) and Federal financial assistance subject to the Transparency Act, as defined at 2 C.F.R. § 170.320 (and subawards); and

(ii) $25 million or more in annual gross revenues from Federal procurement contracts (and subcontracts) and Federal financial assistance subject to the Transparency Act (and subawards); and

(b) the public does not have access to information about the compensation of the executives through periodic reports filed under section 13(a) or 15(d) of the

Securities Exchange Act of 1934 (15 U.S.C. §§ 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986. (To determine if the public has access to the compensation information, see the U.S. Security and Exchange Commission total compensation filings at http://www.sec.gov/answers/execomp.htm.)

7.3. Subawardee agrees to cooperate with any assessments, national evaluation efforts, or information or data collection requests, including, but not limited to, the provision of any information required for the assessment or evaluation of any activities within the Program and collection of data from all Subrecipients.

7.4. Subawardee acknowledges that USOC has an obligation to communicate with the Sponsor about the programmatic and financial status of Subawardee's Program-related activities on a regular basis. Therefore, upon request by USOC, Subawardee will cooperate and assist USOC with the discharge of this obligation. In addition, Subawardee shall comply with all records and reporting requirements contained in 38 C.F.R. §§ 49.50-49.53 and—if Subawardee is a state, local, or Indian tribal government—38 C.F.R. §§ 43.40-43.42, and it shall provide any information requested by USOC to support USOC's obligations to Sponsor, including, but not limited to, relevant programmatic and financial information to USOC. Subawardee shall fulfill its own reporting obligations as provided in 38 C.F.R. Part 49 and any other applicable law, regulation, or Sponsor order, to include 38 C.F.R. Part 43. Such reports shall include detailed information about the program(s) funded, including, but not limited to, information about how the funds were actually used, data to support statements of progress, the number of veterans and service members who participated, administrative expenses, and data concerning individual results and outcomes of funded program reflecting program successes and impacts.

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 USOC Paralympic Veterans Program from which this Subaward and Program stem, and USOC may undertake general public announcements and public relations materials relating to the Program. Except as provided in this Section, neither Party will publish or release any public relations materials related to the Program without the other Party's prior written consent, which shall not be unreasonably withheld.

8.2. Except as provided in this Section, 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 USOC ("Tag Line") in key publications, forms, brochures, posters, banners, videos, or other produced media referencing the Program. The Tag Line is:

"Grant funding for this program is awarded by U.S. Paralympics, a division of the U.S. Olympic Committee, through funding provided by Veterans Affairs. The grants are provided to facilitate

the growth of Paralympic-sport programming for disabled Veterans and disabled members of the Armed Forces."

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. 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 illustration, and not limitation, if USOC approves a Subawardee brochure template, all brochures that follow such template shall be deemed approved.)

8.3. Subawardee agrees to promote the receipt of this Subaward and the corresponding opportunities via its communication channels in collaboration with the USOC, within 30 days of the receipt, by:

(a) Distributing a press release to local media about the grant while abiding by general specifications set by the USOC;

(b) Becoming an active member of the U.S. Paralympics Resource Network, an online repository of adaptive programs, by entering pertinent information in the database (http://findaclub.usparalympics.org/);

(c) Prominently displaying on Subawardee's website information pertaining to the sports and recreation opportunities for veterans with disabilities that are a part of this grant;

(d) Utilizing the Tag Line on any materials created for outreach/awareness purposes (*e.g.*, newsletters, announcements, schedules, flyers, etc.); and

(e) Other outreach efforts as reasonably requested by the USOC.

8.4. 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 Tag Line. With USOC's prior written consent in accordance with Section 8.2, Subawardee may use the Tag Line on premiums distributed in connection with the Program (*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. According to applicable accounting principles and good financial practices, Subawardee shall maintain and shall cause any of its approved Subrecipients to maintain: books; documents; records; correspondence; instructions; plans; drawings; receipts; vouchers; memoranda; attendance records for participants and rosters of participants (including 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 collecting it); actual time and attendance and payments made, per person, to all employees whose salaries are paid, in whole or in part, with funds provided under this Agreement; 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, and 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, the U.S. Comptroller General, and their 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, the U.S. Comptroller General, and their authorized representatives are provided access to the facilities of any approved Subrecipients on terms substantially identical to those set forth above.

9.2. Subawardee shall meet all audit requirements in applicable laws and regulations, including, but not limited to, 38 C.F.R. § 49.26 and 38 C.F.R. § 43.26. Subawardee shall be subject to the audit requirements contained in the Single Audit Act Amendments of 1996 (31 U.S.C. §§ 7501-7507) and revised OMB Circular A-133, *Audits of States, Local Governments, and Non-Profit Organizations*, and, if Subawardee is a state, local, or Indian tribal government, 38 C.F.R. § 43.26. 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 C.F.R. Part 49—and, if Subawardee is a state, local, or Indian tribal government, 38 C.F.R. Part 43—shall be available for inspection by USOC, the Sponsor, the U.S. Comptroller General, and their authorized representatives during normal business hours.

9.3. Subawardee agrees to promptly refund to USOC any sum of money relating to costs charged to this Agreement that USOC, Sponsor, the U.S. Comptroller General, 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 are determined 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 years after the expiration or termination of this Agreement, including any extensions thereof, or for such longer period(s) as may otherwise be required by applicable law or regulation, including, but not limited to, the provisions of 38 C.F.R. §§ 49.50-49.53 and 38 C.F.R. Part 43, including 38 C.F.R. § 43.42. 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 Program by giving 30 days advance written notice to Subawardee specifying the extent and the effective date of the termination

("Termination Date"); provided, however, that termination will be effective immediately upon Subawardee's receipt of USOC's notice when such notice is given in response to (a) the suspension or debarment (*e.g.*, a declaration of ineligibility to contract with a governmental entity) of Subawardee, its employees, agents, or subcontractors; (b) an arrest or notice of indictment of Subawardee, its employees, agents, or subcontractors; or (c) the filing of a complaint or petition alleging a violation of civil or criminal law by Subawardee, its employees, agents, or subcontractors. Should USOC give notice to terminate this Agreement or any part of the Program, 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-cancellable 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 shall establish, and shall at all times act in compliance with, policies and procedures regarding conflicts 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 or create the appearance of impaired objectivity in performing the Program. 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 Program 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 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.

13. COMMUNICATION WITH SPONSOR.

Subawardee may communicate with local VA medical centers. Subawardee shall not communicate directly or indirectly with the Sponsor/VA's office of Office of National Veterans Sports Programs and Special Events regarding this Agreement or any obligations hereunder without the prior written consent of USOC.

14. SUBAWARDS.

There shall be no second-tier subgrants. Subawardee shall not outsource or otherwise transfer any part of the Program to a Subrecipient without USOC's prior written approval; provided, however, that USOC's written 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, including, but not limited to, the representations an certifications contained in Exhibit C, and those specified in 38 C.F.R. Parts 43 and 49. A copy of all Subawardee's agreements with Subrecipients must be provided to USOC. Subawardee shall comply with all applicable laws and regulations, including, but not limited to, Sponsor regulations at 38 C.F.R. Parts 43 and 49, in subawarding or subcontracting work in performance of this Agreement.

15. ADDITIONAL PROVISIONS.

15.1. Compliance with All Applicable Law, Regulations, and Policies: Subawardee shall comply with all applicable laws, policies, orders, OMB circulars, and regulations in the performance of this Agreement. Subawardee shall comply with all applicable Sponsor regulations, including, but not limited to, 2 C.F.R. Part 215, 2 C.F.R. Part 220, 2 C.F.R. Part 225, 2 C.F.R. Part 230, 38 C.F.R. Part 43, 38 C.F.R. Part 49, and 45 C.F.R. Part 74 Appendix E, as well as OMB Circular A-102. 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 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 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, as well as 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 from, 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. Subawardee shall submit a Certificate of Insurance evidencing proof of all insurance required herein at the same time it submits its executed version of this Agreement. 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. 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 or of Subawardee shall be considered to be an employee of the other, respectively, 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, certified mail, registered airmail, 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:**
Organization:	United States Olympic Committee	City of Sacramento Parks and Recreation

Attention Point of Contact (POC):	Kristen Hudson	Annie Desalernos
POC Title:	Associate Director, Paralympic Administration	Program Supervisor
Address:	1 Olympic Plaza	5735 47th Ave.,
City, State, Zip	Colorado Springs, CO 80909	Sacramento, CA 95824
Telephone Number:	719-866-2062	916-808-3809
Fax Number:	719-866-2029	
Email:	kristen.hudson@usoc.org	adesaler@cityofsacramento.org

With a copy to the General Counsel at the same address

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: Kirsten Volpi

Title: Chief Administration Officer

Date:

CITY OF SACRAMENTO PARKS AND RECREATION

By: _____

Name: Jim Combs

Title: Director, Parks and Recreation Department

For: John F. Shirey, City Manager

Date:

DUNS: 029562159

APPROVED AS TO FORM:

CITY ATTORNEY

Exhibit A

Program Goal and Deliverables

City of Sacramento, Access Leisure

Deliverable 1 Goal: Serve as the lead for a regional Paralympic sport development program for disabled veterans/service members in Sacramento, California and the surrounding 200 miles ("Northern California") as well as lend support to Central and Southern California, Nevada, Washington and Oregon programs upon request.

2012 Program Deliverable			
	Deliverable Subcomponents	Projected Start	Projected Completion
1.1	Collect and track information on existing and potential community-based programs that are capable of providing programming for disabled veterans/service members.	Oct-Dec (Q1)	Jul-Sep (Q4)
1.2	Recruit qualified programs to become Paralympic Sport Clubs(PSC) throughout the region to serve disabled veterans/service members.	Oct-Dec (Q1)	Jul-Sep (Q4)
1.3	Present at least five (5) seminars on pertinent topics regarding Paralympic sport opportunities for disabled veterans/service members 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.	Oct-Dec (Q1)	Jul-Sep (Q4)

Deliverable 2 Goal: Work in collaboration with community-based sports programs (Paralympic Sport Clubs, Veteran Service Organizations, VA Medical Centers and other community sports organizations) to provide high quality sport programs for disabled veterans/service members focused on recreational, developmental, and emerging athletes from Northern California in a variety of sports.

2012 Program Deliverable			
	Deliverable Subcomponents	Projected Start	Projected Completion
2.1	Provide or facilitate introductory clinics at a minimum of 4 events including, but not limited to the following sports: sled hockey, wheelchair rugby, wheelchair basketball, handcycling, tandem cycling, goalball, swimming, wheelchair softball, power soccer, swimming, scuba, wheelchair curling, wheelchair lacrosse, tennis, field events of shot put, discus, and javelin, wheelchair curling and rock climbing. Serve a minimum of 100 disabled veterans/service members.	Oct-Dec (Q1)	Jul-Sep (Q4)
2.2	Recruit a minimum of 20 disabled veterans/service members to participate in USOC sponsored or recognized Paralympic sport camp opportunities to include: PSC Sacramento "Rock & Roll Yosemite Camp", May 13-16, 2013 PSC Mammoth Lakes- "Adaptive Alpine Race Camp", Winter 2012/13 PSC Chicago - "Valor Games 2013" PSC Reno - "Military Sports Camp"- September 12-16, 2013	Oct-Dec (Q1)	Jul-Sep (Q4)
2.4	Host annual "Northern California Regional Paralympic Sport Veterans Sports Day" in June 2013. This event offers a full day of sports and a complimentary lunch with PSC coaches and equipment from the following clubs: Sacramento, Reno, Bay Area, Mammoth, Lake Tahoe, Silicon Valley, Menlo Park, Reno Sports offered include rock climbing, wheelchair basketball, shot put, discus, javelin, wheelchair softball, handcycling, tandem and recumbent cycling, swimming, scuba, archery and fly fishing This event serves disabled veterans/service members from throughout northern California and is attended by VA staff and Veterans from Sacramento, Palo Alto, Ukiah, San Francisco, Yuba City, Martinez, and Redding, along with other Northern California locations.	Apr-Jun (Q3)	Jul-Sep (Q4)

Deliverable 3 Goal: Through outreach and awareness efforts, develop opportunities to integrate disabled veterans/service members into community-based Paralympic programs.

2012 Program Deliverable			
	Deliverable Subcomponents	Projected Start	Projected Completion
3.1	Compile a comprehensive list of collaborating organizations that provide Paralympic sport opportunities to disabled veterans/service members and refer them to the appropriate community based programs.	Oct-Dec (Q1)	Jul-Sep (Q4)
3.2	Develop outreach materials and identify networking and communication tools to disseminate upcoming programming information to the targeted disabled veterans/service members throughout the region (including newsletters, Facebook and other outreach and communication tools) reaching in a minimum of 300 disabled veterans/service members.	Oct-Dec (Q1)	Jul-Sep (Q4)
3.3	Facilitate Paralympic Sport training and clinics at a minimum of 4 and VA Medical Centers within the region. The clinics would be conducted within the VA Medical Center or in close proximity to be determined by availability of sport facilities within the center and equipment needed.	Oct-Dec (Q1)	Jul-Sep (Q4)

Deliverable 4 Goal: Implement a supply loaner program for Northern California.

2012 Program Deliverable			
	Deliverable Subcomponents	Projected Start	Projected Completion
4.1	Conduct an assessment to determine supply purchases to support introductory clinics and provide quality training opportunities.	Oct-Dec (Q1)	Oct-Dec (Q1)
4.2	Purchase supplies based on assessment results.	Jan-Mar (Q2)	Apr-Jun (Q3)
4.3	Implement supply loan program.	Jan-Mar (Q2)	Jul-Sep (Q4)

Exhibit B

Budget and Payment Schedule

Program payments will be disbursed based on the following budget table. First payment will be released upon full execution of the Agreement or USOC's memorandum of understanding (MOU) from the Department of Veteran Affairs, whichever is fully executed later. Subsequent payments will be released on or about the first week of the corresponding quarter.

Program Budget

2012 Program Budget and Projected Expenditures						
Category	Amount	Description of Expenditures	Projected Spending in Each Quarter ($)			
			Oct-Dec (Q1)	Jan-Mar (Q2)	Apr-Jun (Q3)	Jul-Sep (Q4)
Personnel	$77,000	Program coordinator and recreation staff salary.	$18,750	$18,750	$19,750	$19,750
Operations	$28,500	Sport clinics, camps, train-the-trainers, collaborations with larger events, instructor costs, facilities, transportation, equipment repair, etc.	$1,000	$2,000	$24,000	$1,500
Equipment	$0		$0	$0	$0	$0
Travel	$5,000	Travel for staff to conduct outreach and sports experience programs to veterans and to provide trainings regionally to VA facilities and other service organizations serving disabled veterans/service members	$500	$1,000	$2,000	$1,500
Supply/Other	$24,500	Necessary program supplies and outreach materials (office, cellular phones, data card, etc). Region wide equipment loan program for community sports organizations serving disabled veterans/service members, VSO's and VA healthcare facilities.	$4,500	$4,500	$7,750	$7,750
Administration	$15,000	Administrative expenses cannot exceed 10% of the total amount. Please complete table below if taking administrative costs.	$3,750	$3,750	$3,750	$3,750
Total	**$ 150,000**		**$28,500**	**$30,000**	**$57,250**	**$34,250**

Exhibit C

Representations, Certifications, and Other Sponsor Requirements

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

1. Debarment and Suspension.

Subawardee certifies that it and its principals (as defined in 2 C.F.R. Part 180, *OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement)*):

(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 C.F.R. Part 180, as implemented by the Department of Veterans Affairs in 2 C.F.R. Part 801, and will include a similar term or condition in any "covered transaction," under 2 C.F.R. Parts 180 & 801, into which it enters at the next lower tier.

2. Lobbying.

Subawardee certifies, to the best of its 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 award or 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.

Subawardee certifies and represents that it will comply with all applicable laws and regulations related to lobbying, including, but not limited to, 38 C.F.R. Part 45, *New Restrictions on Lobbying*.

3. Drug-free Workplace.

Subawardee certifies that it will comply with Sponsor regulations at 38 C.F.R. Part 48, *Governmentwide Requirements For Drug-Free Workplace (Financial Assistance)*, and, among other actions, make a good faith effort on a continuing basis to maintain a drug-free workplace, publish a drug-free workplace statement, establish a drug-free awareness program for employees (*see* 38 C.F.R. §§ 48.205-48.220), and take actions concerning employees who are convicted of violating drug statutes in the workplace (*see* 38 C.F.R. § 48.225).

4. Nondiscrimination.

Subawardee hereby certifies that it will comply with all applicable provisions of national policy requirements (as applicable) with respect to the prohibition of discrimination, including, but not limited to, the following:

(1) Title VI of the Civil Rights Act of 1964 (Pub. L. No. 88-352, 42 U.S.C. § 2000-d), as implemented by Sponsor regulations at 38 C.F.R. Part 18, which prohibits 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 amended and as implemented by Department of Labor regulations at 41 C.F.R. Chapter 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), as implemented by Department of Justice regulations as 28 C.F.R. Part 41 and Sponsor regulations at 38 C.F.R. Part 15, 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. No. 95-478, 42 U.S.C. §§ 6101-6107) and as implemented by Department of Health and Human Services regulations at 45 C.F.R. Part 90, 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.*), as implemented by Sponsor regulations at 38 C.F.R. Part 23, which prohibits discrimination on the basis of sex or blindness 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 (Pub. L. No. 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 (Pub. L. No. 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), policies, regulations, or other laws which may apply to the Program.

5. Environmental Protection.

Subawardee certifies that it will comply with all 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. 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 are nonexempt, 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 (Pub. L. No. 91-190) and Executive Order (E.O.) 11514; (b) notification of violating facilities pursuant to E.O. 11738; (c) protection of wetlands pursuant to E.O. 11990; (d) evaluation of flood hazards in floodplains in accordance with E.O. 11988; (e) assurance of Program 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 (Pub. L. No. 93-523); (h) protection of endangered species under the Endangered Species Act of 1973, as amended (Pub. L. No. 93-205); and (i) Section 6002 of the Resource Conservation and Recovery Act (RCRA), and implementing regulations of the EPA, 40 C.F.R. Parts 247-254, which require that preference be given in procurement programs to the purchase of recycled products.

6. 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.

7. Human Trafficking.

Subawardee certifies that it will comply with applicable provisions of 2 C.F.R. 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)).

8. 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 the support of or cooperation with other persons or organizations known to support terrorism or that are involved in money laundering activity.

9. Nonprofit Status.

Subawardee certifies that it will maintain its status as a nonprofit organization, including its status as a tax-exempt organization under Section 501(c)(3) of the Internal Revenue Code, for the duration of this Agreement.

10. 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 program cost) to ensure proper planning, management, and completion of the Program.

(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. Part 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 (Pub. L. No. 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 program 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), as implemented by the Office of Personnel Management at 5 C.F.R. Part 151, 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 "Anti-Kickback" 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 assist the awarding agency in assuring compliance with the National Flood Insurance Act of 1968 and the Flood Disaster Protection Act of 1973 (42 U.S.C. §§ 4001 *et seq.*), which require flood insurance, when available, for federally-assisted construction or acquisition in flood-prone areas, and will comply, as applicable, with flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973 (Pub. L. No. 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), E.O. 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 Pub. L. No. 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 (Pub. L. No. 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 (31 U.S.C. §§ 7501-7507) 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, including 38 U.S.C. § 521A.