



COUNTY OF DEL NORTE
DEPARTMENT OF HEALTH AND HUMAN SERVICES

880 Northcrest Drive
Crescent City, California 95531

Phone
(707) 464-3191

Heather Snow, Director

Fax
(707) 465-1783

BOARD REPORT

DATE: April 3, 2020

AGENDA DATE: April 6, 2020

TO: DEL NORTE COUNTY BOARD OF SUPERVISORS

ORIGINATING DEPARTMENT: Heather Snow, Director
Health and Human Services

SUBJECT: Leasing of Local Hotel Room for Quarantine, Isolation and Social Distancing Efforts During the COVID-19 Emergency

RECOMMENDATION FOR BOARD ACTION:

Approve and Adopt the Resolution Establishing Emergency Purchasing Agent Authority for the Purpose of Securing Hotel Rooms for People Impacted by COVID-19.

DISCUSSION/SUMMARY:

The Department of Health and Human Services will contract with local hotels for rooms to provide shelter for two distinct populations affected by the COVID-19 emergency.

These are:

Population A: Quarantine and Isolation

To minimize the spread of the COVID-19 virus, the County plans to provide quarantine rooms to individuals whose current housing situation does not allow them to self-quarantine at home (the "Isolation Rooms"), such as an individual who resides with someone who is considered high-risk. This population also includes those who have been actually infected, are well enough to be discharged from the hospital, but who may still be contagious and should not return home.

Population B: Social Distancing

This population consists of people who are not sick, but because of some circumstance in their life it is important to provide them with a safe place to live where infection is unlikely. This population includes people who are emergency workers or health care

providers who might have an exposed or infected person in their household. It is vital to our emergency response that we do not lose these important front line workers to unnecessary infection. This population might also include those who need in-home care from a caregiver who might have been exposed to the virus, or persons experiencing homelessness who has no non-congregate living arrangement available and who might have high risk of complications if infected.

These two populations will require different health protocols which will be set forth and agreed in detail prior to any occupancy, and accordingly respondents will be invited to offer price quotes targeted for each population.

Additionally, this need arises against the backdrop of sharply dropping hotel occupancy and, in some cases, closure of hotels and furloughed hotel workforces. The County recognizes the importance of the hospitality industry to Del Norte's economy and eventual recovery and would like to structure this public-private partnership as a win-win-win: responsibly addressing the COVID-19 outbreak, providing participating civic-minded hotels with a revenue stream in excess of what the private market can offer during this time, and ensuring work and wages to the County's hotel labor force to the maximum extent possible.

Government Code Section 25502.3 provides that, in a county having a population of less than 200,000, the board of supervisors may authorize the purchasing agent to engage independent contractors to perform services for the county or county officers, with or without the furnishing of material, when the annual aggregate cost does not exceed fifty thousand dollars (\$50,000). The Board has granted this authority in County Code Section 2.33.30.

Government Code Section 25502.7 provides that, notwithstanding the \$50,000 dollar limit in Section 25502.3, the board of supervisors may, during a proclaimed local emergency, direct the purchasing agent to engage independent contractors to perform services related to the local emergency for the county and officers thereof, within the amounts the board of supervisors may specify.

This resolution utilizes Section 25502.7 to expand the purchasing agent's authority to contract for professional services from \$50,000 to \$100,000, but only for the limited purpose of entering into hotel contracts negotiated pursuant to the attached Request for Proposals. It is yet unclear exactly what the terms of these contracts will be, or with how many hotels we will need to contract. Nor is it known for how long we will need to use the hotels. Even a conservative scenario, of 100 rooms at a time at \$50 per night, would exceed the Purchasing Agent's authority after a mere 10 days.

Del Norte County now has its first positive COVID-19 case. We do not know how fast the situation will develop. It is therefore imperative to obtain a delegation of ongoing contracting authority to maximize the County's ability to respond to a very rapidly changing situation.

ALTERNATIVES:

Do not authorize DHHS to issue a Request for Proposals to lease local hotel rooms for quarantine, isolation, and social distancing efforts during the COVID-19 emergency.

The Health Officer has the ability to commandeer private property for necessary purposes during an emergency. If the Board declines to authorize the Purchasing Agent to enter into contracts, the Health Officer will have no alternative but to use this commandeering power. The County would be liable for all costs incurred by the property owners. This would probably be more expensive for the County, and definitely less predictable, because we would not have negotiated terms such as price, indemnification, and insurance, and we would likely be in a hostile relationship with the hotel owner.

FINANCING:

Financial Acct #141-441-30403 COVID-19.

CHILDREN'S IMPACT STATEMENT:

This action meets all five of the outcome measures for children in Del Norte County: 1) Children ready for and succeeding in school; 2) Children and youth are healthy and preparing for adulthood; 3) Families are economically self-sufficient; 4) Families are safe, stable and nurturing; and 5) Communities are safe and provide a high quality of life.

OTHER AGENCY INVOLVEMENT:

None

SIGNATURES REQUIRED:

Chair, Board of Supervisors; Clerk of the Board

ADMINISTRATIVE SIGN-OFF:

AUDITOR:

COUNTY ADMINISTRATIVE OFFICER: Jay Sarina, YES

COUNTY COUNSEL: Elizabeth Cable, YES

PERSONNEL:

OTHER DEPARTMENT:

**BOARD OF SUPERVISORS
COUNTY OF DEL NORTE
STATE OF CALIFORNIA**

RESOLUTION NO. _____

**A RESOLUTION ESTABLISHING EMERGENCY PURCHASING AGENT
AUTHORITY FOR THE PURPOSE OF SECURING HOTEL ROOMS FOR PEOPLE
IMPACTED BY COVID-19**

WHEREAS, Government Code Section 25502.3 provides that, in a county having a population of less than 200,000, the board of supervisors may authorize the purchasing agent to engage independent contractors to perform services for the county or county officers, with or without the furnishing of material, when the annual aggregate cost does not exceed fifty thousand dollars (\$50,000); and

WHEREAS, Government Code Section 25502.7 provides that, notwithstanding the \$50,000 dollar limit in Section 25502.3, the board of supervisors may, during a proclaimed local emergency, direct the purchasing agent to engage independent contractors to perform services related to the local emergency for the county and officers thereof, within the amounts the board of supervisors may specify; and

WHEREAS, the County Health Officer desires to secure hotel rooms to house people who either need to be quarantine or isolated due to exposure or infection to COVID-19, or who are healthy and cannot effectively socially isolate in their homes; and

WHEREAS, due to the rapidly evolving nature of the emergency, it is infeasible to find willing hotels, negotiate contracts with them, and bring those contracts before the board in a timely manner; and

WHEREAS, because the capacity the County will require is yet unknown, in order to retain as much flexibility as possible and keep costs low, it will likely be necessary to enter into contracts with multiple hotels, for different purposes;

NOW, THEREFORE, BE IT RESOLVED by the Board of Supervisors of the County of Del Norte that the following regulations shall apply to the Purchasing Agent during the current proclaimed local emergency related to COVID-19, proclaimed on March 17, 2020:

1. The Purchasing Agent is hereby authorized to exercise all statutory authority to engage hotels for the purpose of lodging individuals impacted by the emergency, each contract with an annual aggregate cost not exceeding \$100,000.
2. All contracts shall be procured pursuant to the Attached Request for Proposals;
3. This authority shall terminate when the local emergency terminates.

PASSED AND ADOPTED this _____ day of April, 2020, by the following vote:

AYES:
NOES:
ABSENT:

Gerry Hemmingsen, Chairman
Del Norte County Board of Supervisors

ATTEST:

APPROVED AS TO FORM:

Kylie Goughnour, Clerk of the Board

Elizabeth Cable, County Counsel



COUNTY OF DEL NORTE
DEPARTMENT OF HEALTH AND HUMAN SERVICES

880 Northcrest Drive
Crescent City, California 95531

Phone
(707) 464-3191

Heather Snow, Director

Fax
(707) 465-1783

REQUEST FOR HOTEL ROOM PROPOSALS

TO: Interested Hotel Operators

FROM: Heather Snow, Director
Department of Health and Human Services

DATE: April 2, 2020

Executive Summary

Del Norte County is taking aggressive steps to slow the spread of the COVID-19 virus. At the same time, the Department of Health and Human Services ("DHHS") is making preparations for the expected spread of the virus within the County. The County has identified a need for hotel space to accommodate two distinct populations affected by the virus: (1) those infected with the virus who do not need to be hospitalized but cannot safely self-isolate at home, and those exposed to the virus who cannot safely quarantine at home; and (2) those who are not infected by or exposed to the virus, but who need lodgings for some other reason, for example they are emergency workers and cannot afford to be exposed to a sick member of their household, or they are homeless and they have no safe place to socially distance.

This need arises against the backdrop of sharply dropping hotel occupancy and, in some cases, closure of hotels and furloughed hotel workforces. The County recognizes the importance of the hospitality industry to Del Norte's economy and eventual recovery and would like to structure this public-private partnership as a win-win-win: responsibly addressing the COVID-19 outbreak, providing participating civic-minded hotels with a revenue stream in excess of what the private market can offer during this time, and ensuring work and wages to the County's hotel labor force to the maximum extent possible.

Response Requested

Interested hotels are invited to provide their response by submitting a proposal in writing to **Department of Health and Human Services Attn: Melody Cannon-Cutts, located at 880 Northcrest Dr. Crescent City, CA 95531 by 5:00 p.m. on April 8, 2020.** The proposal should include:

1. The number of rooms the hotel can make available;
2. The proposed price per room;
3. Whether the rooms have shared air circulation;
4. Whether the rooms have television, radio, landline telephones, or refrigerator or other kitchenette facilities;
5. Whether the hotel can offer exclusive use of its facilities to the County;
6. What specific staff and accommodations the hotel can make available to guests;
7. Which population the hotel proposes to serve (A or B); and
8. Any desired changes to the County's proposed contract terms.

Populations to be Housed

DHHS is seeking access to hotel rooms for the benefit of two populations.

Population A: Quarantine and Isolation

On the one hand, in order to minimize the spread of the COVID-19 virus, the County plans to provide quarantine rooms to individuals whose current housing situation does not allow them to self-quarantine at home (the "Isolation Rooms"), such as an individual who resides with someone who is considered high-risk. This population also includes those who have been actually infected, are well enough to be discharged from the hospital, but who may still be contagious and should not return home.

Population B: Social Distancing

The second population consists of people who are not sick, but because of some circumstance in their life it is important to provide them with a safe place to live where infection is unlikely. This population includes people who are emergency workers or health care providers who might have an exposed or infected person in their household. It is vital to our emergency response that we do not lose these important front line workers to unnecessary infection. This population might also include those who need in-home care from a caregiver who might have been exposed to the virus, or persons experiencing homelessness who has no non-congregate living arrangement available and who might have high risk of complications if infected.

These two populations will require different health protocols which will be set forth and agreed in detail prior to any occupancy, and accordingly respondents will be invited to offer price quotes targeted for each population. Attached are proposed contracts for each population.

Selection Process

This Request for Proposals is intended to create a speedy and efficient process for purchasing blocks of rooms as the impact of the COVID-19 virus accelerates over the coming days. DHHS will review responses and contact respondents on a rolling basis as it deems appropriate. Respondents will be selected for negotiations based on a number of factors, including price, the

degree to which the respondent is willing to adhere to all of the County's proposed agreement terms, the speed with which the rooms can be made available, the location or other characteristics of the hotel in relation to the population to be served, and other factors. No one factor will be dispositive.

Conclusion

DHHS and the County greatly appreciate the willingness of the County's hotel operators and labor force to collaborate on this critical strategy to combat the spread of COVID-19 and care for those in the County who contract or are exposed to the disease either as part of the health care workforce or in the general public. It is our hope that this partnership will prove to be a major victory for both the City's health care effort and its economy during this challenging time.

Occupancy Agreement

between

County of Del Norte ("County"), a political subdivision of the State of California

and

_____ (**"Contractor"**)

Whereas, the Governor of California proclaimed a State of Emergency on March 4, 2020 in response to the COVID-19 pandemic; and

Whereas, on March 17, 2020 the County Public Health Officer declared a local health Emergency pursuant to Health and Safety Code §101080 in response to the COVID-19 pandemic, and on that same day the County Administrative Officer proclaimed a local emergency pursuant to Government Code §8630 due to COVID-19; and

Whereas, as a direct result of the COVID-19 emergency, the County desires to secure hotel rooms to house people impacted by COVID-19 who are homeless or unable to return to their homes;

Therefore, County and Contractor agree as follows:

A. Description

- 1) Contractor hereby authorizes the County, and the County hereby hires from Contractor those certain premises situated at [address], otherwise known as [name of hotel].
- 2) County hires the premises "as is," with all appurtenances.
- 3) County shall have the exclusive use of every guest room, common area and facility, including the kitchen, and all parking spaces.
- 4) County shall have access to and use of the premises 24 hours per day, seven days per week, with no exceptions.

B. Term

- 1) The term of this agreement shall commence on _____, 2020, and shall continue month to month, until such time as the County terminates the agreement.
- 2) The County may terminate the agreement at any time by giving written notice to Contractor at least 14 days' notice.

C. Financial Provisions

- 1) **Insurance:** During the term of this agreement, Contractor shall maintain in full force and effect the following types of insurance in the amounts specified.
- 2) Certificates of such insurance in a form approved by the Risk Manager of the County shall be filed with the County Risk Manager concurrent with the execution of this agreement. The insurance shall state that the policy will not be

canceled or limited or scope reduced by the insurer except after filing written notice thereof with the County 30 days in advance. **There shall be no performance under this agreement until proof of such insurance certificate is filed with the County Risk Manager.**

- 3) **General Liability:** During the term of this agreement, Contractor shall maintain in full force and effect a policy of general liability insurance with minimum coverage of one million dollars (\$1,000,000.00) combined single limit per occurrence for bodily injury, personal injury, and property damage.
- 4) **Worker's Compensation:** During the term of this agreement, Contractor shall fully comply with the terms of the law of California concerning Workers' Compensation. Said compliance shall include, but not be limited to, maintaining in full force and effect one or more policies of insurance insuring against the liability Contractor may have for Workers' Compensation.

D. Reimbursement

- 1) County shall pay rent of \$_____ per month.
- 2) County shall pay such other costs for specific services as outlines in Attachment A.
- 3) Payment shall be due within 15 days of the end of each month.

E. Restoration of Premises

- 1) Upon termination of this agreement, County shall restore the property to its condition existing prior to the County's occupation.
- 2) All equipment installed by the County shall remain property of the County.
- 3) The County shall cause the premises to be thoroughly cleaned prior to vacating.

F. Hotel Staff

- 1) Contractor warrants that this agreement will not impact the employment status of any hotel staff for the duration of the agreement. Hotel staff shall receive at least the same compensation as they would have absent the County occupancy.
- 2) Contractor shall provide staff to perform all customary hotel functions, including room cleaning, laundry, and food service.

G. Administrative Provisions

- 1) **Counterparts:** This Agreement may be executed in more than one counterparts with original signatures, but all of the originals are the same instrument and the agreement is binding when at least one has been signed by all of the parties.

- 2) **Waiver:** Waiver of a breach or default under this Agreement shall not constitute a continuing waiver of a subsequent breach of the same or any other provision under this Agreement. No party shall be deemed to have made any such waiver unless it is in writing and signed by the party so waiving.
- 3) **Attorney's Fees:** If any lawsuit or arbitration at law or in equity (excepting an action for declaratory relief) is brought to enforce provisions of this Agreement by reason of the alleged failure of the other to perform or keep any provision of this Agreement to be performed or kept, the party who is deemed to have won such action or proceeding (including appeal) shall be entitled to recover court costs and reasonable attorney's fees (including reasonable value of services rendered by attorneys employed by County) which may be set by the Court or arbitrator, costs and expenses including staff time in the same action or in a separate action brought for that purpose, in addition to any other relief to which such party may be entitled. As used herein, the "prevailing party" means the party who dismisses an action or proceeding in exchange for payment of substantially all sums due, performance of provisions allegedly breached, or other considerations substantially equal to the relief sought by said party, as well as the party in whose favor final judgment is rendered.
- 4) **Entire Agreement:** This Agreement, together with its specific references and attachments, is the complete statement of the subject between the parties and takes the place of all prior discussions, negotiations, whether oral or written. This Agreement shall not be modified except in writing, signed by both parties. Unless set forth herein, neither party shall be liable for any representations made express or implied.
- 5) **Taxes:** Contractor is solely responsible for all tax liabilities, including property taxes.
- 6) **Environmentally Preferable Products:** It is the policy of the Board of Supervisors of Del Norte County to provide for the procurement of environmentally preferable products, including reusable, reused, recycled, and composted products. The Del Norte County Board of Supervisors, its departments, staff, and contractors shall specify and utilize these products whenever practical.
- 7) **Federal Provisions:** Contractor shall comply with all applicable federal provisions set forth in Attachment ____.

- 8) **Rehabilitation Act of 1973/Americans with Disabilities Act of 1990:** In addition to application of the non-discrimination provision of this Agreement above, Penny Saver agrees to also comply with all provisions of section 504 et seq. of the Rehabilitation Act of 1973, and with all provisions of the Americans with Disabilities Act of 1990, and all amendments thereto, and all administrative rules and regulations issued pursuant to said Acts, pertaining to the prohibition of discrimination against qualified handicapped and disabled persons, in all programs or activities, as to employees or recipients of services.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on this _____ day of _____ 2020.

COUNTY OF DEL NORTE

GERRY HEMMINGSEN
Chair, Board of Supervisors

Owner

ATTEST:

KYLIE HERIFORD
Clerk of the Board

APPROVED AS TO FORM:

ELIZABETH CABLE
County Counsel

Reimbursement and Indemnification Agreement

between

County of Del Norte ("County"), a political subdivision of the State of California

and

_____ (**"Contractor"**)

Whereas, the Governor of California proclaimed a State of Emergency on March 4, 2020 in response to the COVID-19 pandemic; and

Whereas, on March 17, 2020 the County Public Health Officer declared a local health Emergency pursuant to Health and Safety Code §101080 in response to the COVID-19 pandemic, and on that same day the County Administrative Officer proclaimed a local emergency pursuant to Government Code §8630 due to COVID-19; and

Whereas, as a direct result of the COVID-19 emergency, the County desires to secure hotel rooms to house people impacted by COVID-19 who are homeless or unable to return to their homes;

Therefore, County and Contractor agree as follows:

A. General Provisions

- 1) **Authorized Representative.** County enters this agreement by and through its Department of Health and Human Services, whose Director, Heather Snow, shall be the authorized representative of County. Heather Snow or her designee shall authorize the referral of each guest to be covered by this agreement.
- 2) **No Privity of Contract.** Agreements to provide accommodation to guests referred to the Contractor by County shall be independent contracts entered into solely between the guest and the Contractor. County shall not be a party to, and shall not be bound by, such agreements.
- 3) **No Credit.** Nothing in this agreement shall be construed as an extension of credit by the County to any guest referred by the County.
- 4) **Limit of Liability.** County shall not be responsible for the debts, liabilities or charges of the guests of Contractor except as expressly provided in this agreement.
- 5) **Hotel Staff.** Contractor warrants that this agreement will not impact the employment status of any hotel staff for the duration of the agreement. Hotel staff shall receive at least the same compensation as they would have absent the County occupancy.

B. Financial Provisions

- 1) **Maximum Contract Amount.** In no event shall total compensation paid to Contractor under this agreement exceed \$150,000 without a written amendment.
- 2) **Insurance:** During the term of this agreement, Contractor shall maintain in full force and effect the following types of insurance in the amounts specified.

Certificates of such insurance in a form approved by the Risk Manager of the County shall be filed with the County Risk Manager concurrent with the execution of this agreement. The insurance shall state that the policy will not be canceled or limited or scope reduced by the insurer except after filing written notice thereof with the County 30 days in advance. **There shall be no performance under this agreement until proof of such insurance certificate is filed with the County Risk Manager.**

General Liability: During the term of this agreement, Contractor shall maintain in full force and effect a policy of general liability insurance with minimum coverage of one million dollars (\$1,000,000.00) combined single limit per occurrence for bodily injury, personal injury, and property damage.

Worker's Compensation: During the term of this agreement, Contractor shall fully comply with the terms of the law of California concerning Workers' Compensation. Said compliance shall include, but not be limited to, maintaining in full force and effect one or more policies of insurance insuring against the liability Contractor may have for Workers' Compensation.

3) Reimbursement for Room Rate

- i. For each guest referred to Contractor by County pursuant to this agreement, County shall reimburse Contractor the nightly room rate.
- ii. The nightly rate shall be as follows:

4) Indemnification

- i. County shall indemnify Contractor for physical damage to the rooms or other property of the Contractor through the negligence or willful misconduct of the guest, to the extent the damage is not otherwise covered by Contractor's insurance, up to a maximum of \$10,000 per incident.
- ii. County shall indemnify Contractor for incidental expenses associated with the accommodation of referred guests, including, but not limited to, lost room keys, damaged or stolen pillows, sheets and small furniture, or deep

cleaning in excess of the ability of regular Contractor staff, up to a maximum of \$200 per guest stay.

- iii. County shall not be liable for expectation, reliance, or consequential damages suffered by Contractor as a result of property damage.
- iv. Any damage for which Contractor anticipates making a request for payment from County shall be documented through photographs and County shall have a representative present to witness and/or photograph the damage in person before any clean-up or remediation is undertaken.

5) Payment

- 6) Contractor shall invoice the County monthly for room rate reimbursement. The Invoice shall include:
 - i. A copy of the written agreement entered into between the guest and Contractor;
 - ii. A copy of the receipt of stay furnished to the guest evidencing the dates of stay and the price charged;
- 7) Before performing work or incurring any expense related to damage or loss for which Contractor anticipates County's indemnification pursuant to section B of this agreement, Contractor shall seek and receive verification that County will make payment. Contractor shall provide bids, estimates, or other documentation sufficient to evidence the likely cost of remediation.
- 8) Contractor will provide documentation from Contractor's insurer that the desired work is not covered by the insurer.

C. Administrative Provisions

- 1) **Term:** This agreement shall be effective as of _____ and shall continue in effect until _____.
- 2) **Counterparts:** This Agreement may be executed in more than one counterparts with original signatures, but all of the originals are the same instrument and the agreement is binding when at least one has been signed by all of the parties.
- 3) **Termination**
 - i. County may terminate or amend this agreement immediately upon giving written notice to Contractor if advised that funds are not available from external sources for this agreement or for any portion hereof, or if funds in the County's yearly proposed and final budget are not appropriated by

County for this agreement or any portion thereof.

- ii. At any time for any reason, upon thirty (30) days written notice to Contractor, County may terminate this Agreement and pay only for those Services rendered as of the date when termination is effective. Notice shall be deemed served on the date of mailing.
- 4) **Waiver:** Waiver of a breach or default under this Agreement shall not constitute a continuing waiver of a subsequent breach of the same or any other provision under this Agreement. No party shall be deemed to have made any such waiver unless it is in writing and signed by the party so waiving.
- 5) **Attorney's Fees:** If any lawsuit or arbitration at law or in equity (excepting an action for declaratory relief) is brought to enforce provisions of this Agreement by reason of the alleged failure of the other to perform or keep any provision or this Agreement to be performed or kept, the party who is deemed to have won such action or proceeding (including appeal) shall be entitled to recover court costs and reasonable attorney's fees (including reasonable value of services rendered by attorneys employed by County) which may be set by the Court or arbitrator, costs and expenses including staff time in the same action or in a separate action brought for that purpose, in addition to any other relief to which such party may be entitled. As used herein, the "prevailing party" means the party who dismisses an action or proceeding in exchange for payment of substantially all sums due, performance of provisions allegedly breached, or other considerations substantially equal to the relief sought by said party, as well as the party in whose favor final judgment is rendered.
- 6) **Entire Agreement:** This Agreement, together with its specific references and attachments, is the complete statement of the subject between the parties and takes the place of all prior discussions, negotiations, whether oral or written. This Agreement shall not be modified except in writing, signed by both parties. Unless set forth herein, neither party shall be liable for any representations made express or implied.
- 7) **Federal Provisions:** Contractor shall comply with all applicable federal provisions set forth in Attachment ____.
- 8) **Environmentally Preferable Products:** It is the policy of the Board of Supervisors of Del Norte County to provide for the procurement of environmentally preferable products, including reusable, reused, recycled, and

composted products. The Del Norte County Board of Supervisors, its departments, staff, and contractors shall specify and utilize these products whenever practical.

- 9) **Rehabilitation Act of 1973/Americans with Disabilities Act of 1990:** In addition to application of the non-discrimination provision of this Agreement above, Contractor agrees to also comply with all provisions of section 504 et seq. of the Rehabilitation Act of 1973, and with all provisions of the Americans with Disabilities Act of 1990, and all amendments thereto, and all administrative rules and regulations issued pursuant to said Acts, pertaining to the prohibition of discrimination against qualified handicapped and disabled persons, in all programs or activities, as to employees or recipients of services.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on this _____ day of _____ 2020.

COUNTY OF DEL NORTE

CONTRACTOR

GERRY HEMMINGSEN
Chair, Board of Supervisors

Owner

ATTEST:

KYLIE GOUGNOUR
Clerk of the Board

APPROVED AS TO FORM:

ELIZABETH CABLE
County Counsel

Exhibit " _____ "
FEDERAL PROVISIONS

I. DEFINITIONS

- A. Government** means the United States of America and any executive department or agency thereof.
- B. FEMA** means the Federal Emergency Management Agency.
- C. Third Party Subcontract** means a subcontract at any tier entered into by Contractor or subcontractor, financed in whole or in part with Federal assistance originally derived from the Federal Emergency Management Agency.

II. FEDERAL CHANGES

- A.** Contractor shall at all times comply with all applicable regulations, policies, procedures, and FEMA Directives as they may be amended or promulgated from time to time during the term of this Agreement, including but not limited to those requirements of 2 CFR 200.317 through 200.326 and more fully set forth in Appendix II to Part 200—Contract Provisions for non-Federal Entity Contracts Under Federal Awards, which is included herein by reference. Contractor's failure to so comply shall constitute a material breach of this contract.
- B.** The Contractor agrees to include the above clause in each third party subcontract financed in whole or in part with Federal assistance provided by FEMA. It is further agreed that the clause shall not be modified, except to identify the subcontractor who will be subject to its provisions.

III. ACCESS TO RECORDS

- A.** The Contractor agrees to provide the County, FEMA, the Comptroller General of the United States or any their authorized representatives access to any books, documents, papers, and records of the Contractor which are directly pertinent to this Agreement for the purposes of making audits, examinations, excerpts, and transcriptions.
- B.** The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.
- C.** The Contractor agrees to maintain all books, records, accounts, and reports required under this Agreement for a period of not less than three years after the later of: (a) the date of termination or expiration of this Agreement or (b) the date County makes final payment under this Agreement, except in the event of litigation or settlement of claims arising from the performance of this Agreement, in which case, Contractor agrees to maintain same until the County, FEMA, the Comptroller General, or any of their duly authorized representatives, have disposed of all such litigation, appeals, claims, or exceptions related thereto.
- D.** The requirements set for in paragraphs A, B, and C above are all in addition to, and should not be considered to be in lieu of, those requirements set forth in Section 21 of the Agreement.

IV. DEBARMENT AND SUSPENSION

- A.** This contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such the contractor is required to verify that none of the contractor, its principals (defined at 2 C.F.R. § 180.995), or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).
- B.** Contractor represents and warrants that it is not debarred, suspended, or otherwise excluded from or ineligible for participation in Federal assistance programs under Executive Order 12549, "Debarment and Suspension" or on the USEPA's List of Violating Facilities. Contractor agrees that neither Contractor nor any of its third party subcontractors shall enter into any third party subcontracts for any of the work under this Agreement with a third party subcontractor who is debarred, suspended, or otherwise excluded from or ineligible for participation in Federal assistance programs under executive Order 12549 or on the USEPA's List of Violating Facilities. Gov. Code § 4477.
- C.** The contractor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into. Contractor agrees to the provisions of Attachment 1, Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion—Lower Tier Covered Transactions, attached hereto and incorporated herein. For purposes of this Agreement and Attachment 1, Contractor is the "prospective lower tier participant."
- D.** The Contractor agrees to include paragraphs A and B above in each third party subcontract financed in whole or in part with Federal assistance provided by FEMA. It is further agreed that the paragraphs shall not be modified, except to identify the subcontractor who will be subject to its provisions.
- E.** This certification is a material representation of fact relied upon by County. If it is later determined that the contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to the State of California, the County, and the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.
- F.** The bidder or proposer agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions."

V. NO FEDERAL GOVERNMENT OBLIGATIONS TO CONTRACTOR

- A.** The County and Contractor acknowledge and agree that, notwithstanding any concurrence by the Federal Government in or approval of the solicitation or award of the underlying contract, absent the express written consent by the Government, the Government is not a party to this contract and shall not be subject to any obligations or liabilities to the County, Contractor, or any other party (whether or not a party to that contract) pertaining to any matter resulting from the underlying contract.
- B.** The Contractor agrees to include the above clause in each third party subcontract financed in whole or in part with Federal assistance provided by FEMA. It is further

agreed that the clause shall not be modified, except to identify the subcontractor who will be subject to its provisions.

VI. EQUAL EMPLOYMENT OPPORTUNITY COMPLIANCE (applicable to all construction contracts awarded meeting the definition of “federally assisted construction contract” under 41 CFR 61-1.3)

Contractor agrees to comply with Executive Order 11246 of September 24, 1965, entitled “Equal Employment Opportunity,” as amended by Executive Order 11375 of October 13, 1967, and as supplemented in Department of Labor regulations (41 CFR Part 60). 41 CFR 60.14 is hereby incorporated by reference.

- A. Contractors and subcontractors shall not unlawfully discriminate, harass, or allow harassment against any employee or applicant for employment because of sex, race, color, ancestry, religious creed, national origin, sexual orientation, physical disability (including HIV and AIDS), mental disability, medical condition (cancer), age (over 40), marital status, and denial of family care leave.
- B. Contractors, and subcontractors shall ensure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment.
- C. Contractors and subcontractors shall comply with the provisions of the Fair Employment and Housing Act (Gov. Code, § 12990 (a-f) et seq.) and the applicable regulations promulgated thereunder (California Code of Regulations, Title 2, Section 7285 et seq.). The applicable regulations of the Fair Employment and Housing Commission implementing Government Code Section 12990 (a-f), set forth in Chapter 5 of Division 4 of Title 2 of the California Code of Regulations, are incorporated into this Agreement by reference and made a part hereof as if set forth in full.
- D. Contractors, and subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other Agreement.

VII. ANTI-KICKBACK ACT COMPLIANCE (applicable to all contracts and subgrants for construction or repair; 44 CFR §13.36(i)(4))

Contractor agrees to comply with the Copeland “Anti-Kickback” Act (18 U.S.C. 874) as supplemented in Department of Labor regulations (29 CFR Part 3).

VIII. DAVIS-BACON ACT COMPLIANCE (applicable to construction contracts in excess of \$2,000 awarded by grantees and subgrantees when required by Federal grant program legislation;)

To the extent required by any Federal grant programs applicable to expected funding or reimbursement of County’s expenses incurred in connection with the services provided under this Agreement, Contractor agrees to comply with the Davis-Bacon Act (40 U.S.C. 276a to 276a-7) as supplemented by Department of Labor regulations (29 CFR Part 5) as set forth below. These requirements are in addition to the requirements set forth in Section 19(b) of the Agreement.

- A. The Contractor shall be bound to the provisions of the Davis-Bacon Act, and agrees to be bound by all the provisions of Labor Code section 1771 regarding prevailing wages. All labor on this project shall be paid neither less than the greater of the minimum wage

rates established by the U.S. Secretary of Labor (Federal Wage Rates), or by the State of California Director of Department of Industrial Relations (State Wage Rates). Current DIR requirements may be found at <http://www.dir.ca.gov/lcp.asp>.

- B. The general prevailing wage rates may be accessed at the Department of Labor Home Page at www.wdol.gov. Under the Davis Bacon heading, click on "Selecting DBA WDs." In the drop down menu for State, select, "California." In the drop down menu for County, select "Sonoma." In the drop down menu for Construction Type, make the appropriate selection. Then, click Search.

IX. CONTRACT WORK HOURS AND SAFETY STANDARDS (applicable to all contracts in excess of \$100,000 that involve the employment of mechanics or laborers, but not to purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence)

- A. **Compliance:** Contractor agrees that it shall comply with Sections 103 and 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 327–330) as supplemented by Department of Labor regulations (29 CFR Part 5), which are incorporated herein.
- B. **Overtime:** No contractor or subcontractor contracting for any part of the work under this Agreement which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.
- C. **Violation; liability for unpaid wages; liquidated damages:** In the event of any violation of the provisions of Paragraph B, the Contractor and any subcontractor responsible therefore shall be liable to any affected employee for his unpaid wages. In additions, such Contractor and subcontractor shall be liable to the United States for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic employed in violation of the provisions of paragraph B in the sum of \$10 for each calendar day on which such employee was required or permitted to be employed on such work in excess of eight hours or in excess of his standard workweek of forty hours without payment of the overtime wages required by paragraph B.
- D. **Withholding for unpaid wages and liquidated damages:** The County shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set for in paragraph C of this section.
- E. **Subcontracts:** The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraphs A through D of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime

contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs A through D of this section.

X. NOTICE OF REPORTING REQUIREMENTS

- A. Contractor acknowledges that it has read and understands the reporting requirements of FEMA in Part III of Chapter 11 of the United States Department of Justice's Office of Justice Programs Financial Guide, and agrees to comply with any such applicable requirements.
- B. The Contractor agrees to include the above clause in each third party subcontract financed in whole or in part with Federal assistance provided by FEMA. It is further agreed that the clause shall not be modified, except to identify the subcontractor who will be subject to its provisions.

XI. NOTICE OF REQUIREMENTS PERTAINING TO COPYRIGHTS

- A. Contractor agrees that FEMA shall have a royalty-free, nonexclusive, and irrevocable license to reproduce, publish or otherwise use, and to authorize others to use, for government purposes:
 - 1) The copyright in any work developed with the assistance of funds provided under this Agreement;
 - 2) Any rights of copyright to which Contractor purchases ownership with the assistance of funds provided under this Agreement.
- B. The Contractor agrees to include paragraph A above in each third party subcontract financed in whole or in part with Federal assistance provided by FEMA. It is further agreed that the clause shall not be modified, except to identify the subcontractor who will be subject to its provisions.

XII. PATENT RIGHTS (applicable to contracts for experimental, research, or development projects financed by FEMA; 44 CFR §13.36(i)(8))

- A. General. If any invention, improvement, or discovery is conceived or first actually reduced to practice in the course of or under this Agreement, and that invention, improvement, or discovery is patentable under the laws of the United States of America or any foreign country, the County and Contractor agree to take actions necessary to provide immediate notice and a detailed report to FEMA.
- B. Unless the Government later makes a contrary determination in writing, irrespective of Contractor's status (a large business, small business, state government or state instrumentality, local government, nonprofit organization, institution of higher education, individual), the County and Contractor agree to take the necessary actions to provide, through FEMA, those rights in that invention due the Federal Government as described in U.S. Department of Commerce regulations, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," 37 CFR, Part 401.
- C. The Contractor agrees to include paragraphs A and B above in each third party subcontract for experimental, developmental, or research work financed in whole or in part with Federal assistance provided by FEMA.

XIII. ENERGY CONSERVATION REQUIREMENTS

- A. The Contractor agrees to comply with mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (42 USC 6201).
- B. The Contractor agrees to include paragraph A above in each third party subcontract financed in whole or in part with Federal assistance provided by FEMA. It is further agreed that the clause shall not be modified, except to identify the subcontractor who will be subject to its provisions.

XIV. CLEAN AIR AND WATER REQUIREMENTS (applicable to all contracts and subcontracts in excess \$100,000, including indefinite quantities where the amount is expected to exceed \$100,000 in any year)

- A. Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387), and will report violations to FEMA and the Regional Office of the Environmental Protection Agency (EPA).
- B. Contractor agrees to report each violation of these requirements to the County and understands and agrees that the County will, in turn, report each violation as required to assure notification to FEMA and the appropriate EPA regional office.
- C. The Contractor agrees to include paragraph A and B above in each third party subcontract exceeding \$100,000 financed in whole or in part with Federal assistance provided by FEMA.

XV. TERMINATION FOR CONVENIENCE OF COUNTY (applicable to all contracts in excess of \$10,000)

See Paragraphs 10 and 11 of the Agreement.

XVI. TERMINATION FOR DEFAULT (applicable to all contracts in excess of \$10,000)

Contractor's failure to perform or observe any term, covenant or condition of this Agreement shall constitute an event of default under this Agreement. See Paragraphs 9 and 11 of the Agreement.

XVII. CHANGES.

See Paragraph 17 of the Agreement.

XVIII. LOBBYING (Byrd Anti-Lobbying Amendment, 31 U.S.C. § 1352 (as amended).)

- A. Contractor shall not use or pay any funds received under this Agreement to influence or attempt 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 contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal,

amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

- B. Contractor agrees to the provisions of Attachment D2, Certification Regarding Lobbying, attached hereto and incorporated herein (applicable for contracts or subcontracts in excess of \$100,000).
- C. Contractor agrees to include paragraphs A and B above in each third party subcontract financed in whole or in part with Federal assistance provided by FEMA. It is further agreed that the clause shall not be modified, except to identify the subcontractor who will be subject to its provisions.

XIX. MBE / WBE REQUIREMENTS

The County intends to seek reimbursement of its costs incurred in connection with this project from FEMA. Accordingly, the CONTRACTOR shall make every effort to procure Minority and Women's Business Enterprises ("DBEs") through the "Good Faith Effort" process as required in 2 CFR 200.321. Failure to perform the "Good Faith Effort" process and submit the forms listed below with the bid shall be cause for a bid to be rejected as non-responsive and/or be considered as a material breach of the contract.

PRIME CONTRACTOR RESPONSIBILITIES

All recipients of this grant funding, as well as their prime contractors and subcontractors, must take all affirmative steps to assure that minority firms, women's business enterprises, and labor surplus area firms are used when possible make every effort to solicit bids from eligible DBEs. This information must be documented and reported.

"GOOD FAITH" EFFORT PROCESS

Any public or private entity receiving federal funds must demonstrate that efforts were made to attract MBE/WBEs. The process to attract MBE/WBEs is referred to as the "Good Faith" effort. This effort requires the recipient, prime contractor and any subcontractors to take the steps listed below to assure that MBE/WBEs are used whenever possible as sources of supplies, construction, equipment, or services. If a CONTRACTOR fails to take the steps outlined below shall cause the bid to be rejected as non-responsive and/or be deemed a material breach of the contract.

- A. Place qualified small and minority businesses and women's business enterprises on solicitation lists;
- B. Assure that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;
- C. Divide total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority business, and women's business enterprises;
- D. Establish delivery schedules, where the requirement permits, which encourage participation by small and minority business, and women's business enterprises; and
- E. Use the services and assistance of the Small Business Administration, and the Minority Business Development Agency of the Department of Commerce.

F. If subcontracts are to be let, Contractor shall take the affirmative steps listed in 2 CFR 200.321.

XX. PROCUREMENT OF RECOVERED MATERIALS (2 CFR 200.322)

Contractor shall comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

XXI. INCORPORATION OF UNIFORM ADMINISTRATIVE REQUIREMENTS

The preceding provisions include, in part, certain standard terms and conditions required by FEMA, whether or not expressly set forth in the preceding contract provisions. All contractual provisions required by FEMA are hereby incorporated by reference. Anything to the contrary herein notwithstanding, all FEMA mandated terms shall be deemed to control in the event of a conflict with other provisions contained in this Agreement. Contractor shall not perform any act, fail to perform any act, or refuse to comply with any County requests that would cause County to be in violation of the FEMA terms and conditions.

XXII. PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS OR RELATED ACTS.

The contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the contractor's actions pertaining to this contract.

XXIII. DHS SEAL, LOGO, AND FLAGS.

The contractor shall not use the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA pre-approval.

Attachment D1

CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION – LOWER TIER COVERED TRANSACTIONS

(Lower Tier refers to the agency or contractor receiving Federal funds, as well as any subcontractors that the agency or contractor enters into contract with using those funds)

As required by Executive Order 12549, Debarment and Suspension, as defined at 44 CFR Part 17, County may not enter into contract with any entity that is debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by the Federal Government from participating in transactions involving Federal funds. Contractor is required to sign the certification below which specifies that neither Contractor nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by the Federal agency. It also certifies that Contractor will not use, directly or indirectly, any of these funds to employ, award contracts to, engage the services of, or fund any contractor that is debarred, suspended, or ineligible under 44 CFR Part 17.

Instruction for Certification

1. By signing and submitting this proposal, the prospective lower tier participant is providing the certification set out below.
2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
3. The prospective lower tier participant shall provide immediate written notice to the person to whom this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or had become erroneous by reason of changed circumstances.
4. The terms covered transaction, debarred, suspended, ineligible, lower tier covered transaction, participant, person, primary covered transaction, principal, proposal, and voluntarily excluded, as used in this clause, have the meaning set out in the Definition and Coverage sections of rules implementing Executive Order 12549. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations.
5. The prospective lower tier participant agrees by submitting this agreement that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under 48 CFR Part 9, subpart 9.4, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.
6. The prospective lower tier participant further agrees by submitting this proposal that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and

Voluntary Exclusion-Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, ineligible, or voluntarily excluded from covered transactions, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the List of Parties Excluded from Federal Procurement and Nonprocurement Programs.
8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction originated may pursue available remedies, including suspension and/or debarment.

Certification Regarding Debarment, Suspension, Ineligibility an Voluntary Exclusion – Lower Tier Covered Transactions

1. The prospective lower tier participant certifies, by submission of its proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
2. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

Contractor Signature

Date

Attachment D2

CERTIFICATION REGARDING LOBBYING

Certification for Contracts, Grants, Loans, and Cooperative Agreements

The undersigned 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. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loan, 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.

Contractor Signature

Date