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FY 2025 Standard Assurances for Cal OES Federal Non-Disaster Preparedness Grant Programs

As the duly authorized representative of the Applicant/Subrecipient, I hereby certify that:

- The Applicant/Subrecipient has the legal authority to apply for federal assistance and the institutional, managerial, and financial capability (including funds sufficient to pay any non-federal share of project cost) to ensure proper planning, management, and completion of the project described in this application, within prescribed timelines.

- The Applicant/Subrecipient, and any of its second-tier subrecipients or representatives, will comply with all applicable local, state, and federal statutes, including but not limited to the following state and federal statutes prohibiting hate-based conduct:

  (a) California Penal Code section 422.6(a);
  (b) California Penal Code section 404.6;
  (c) California Penal Code section 422(a);
  (d) California Civil Code section 52.1;
  (e) 18 U.S.C. § 249;
  (f) 42 U.S.C. § 3631;
  (g) 18 U.S.C. § 247; and
  (h) 18 U.S.C. § 241, 245.

  Additionally, Applicant/Subrecipient will not engage, and certifies that it will take steps to ensure that its second-tier subrecipients and representatives do not engage, in conduct contrary to the purposes of the grant program and/or that threatens the safety and security of Californians, including, but not limited to, acts of violence or unlawful intimidation on the basis of race, gender, religion, national origin, sexual orientation, or other protected classifications. Prohibited conduct includes, but is not limited to, violation of the federal and state laws identified herein.

The requirements outlined in these assurances apply to Applicant/Subrecipient and any of its subrecipients.

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I further acknowledge that the Applicant/Subrecipient is responsible for reviewing and adhering to all requirements within the:

(a) Applicable Federal and State Regulations;
(b) Federal Program Notice of Funding Opportunity (NOFO)*;
(c) Federal Preparedness Grants Manual; and
(d) California Supplement to the NOFO.

* All the instructions, guidance, limitations, scope of work, and other conditions set forth in the NOFO are incorporated by reference in the federal award. All applicants/subrecipients must comply with any such requirements set forth in the NOFO. If a condition of the NOFO is inconsistent with the grant terms and conditions and any such terms of the federal award, the condition in the NOFO shall be invalid to the extent of the inconsistency. The remainder of that condition and all other conditions set forth in the NOFO shall remain in effect.

Applicants/Subrecipients are encouraged to consult with their counsel prior to signing and submitting these standard assurances to Cal OES when accepting their subaward(s).

Federal Regulations
Government cost principles, uniform administrative requirements, and audit requirements for federal grant programs are set forth in Title 2, Part 200 of the Code of Federal Regulations (C.F.R.) and adopted by the Department of Homeland Security (DHS) at 2 C.F.R. Part 3002.10. Updates are issued by the Office of Management and Budget (OMB) and can be found at http://www.whitehouse.gov/omb/.

In the event Cal OES determines that changes are necessary to the subaward after a subaward has been made, including changes to the period of performance or terms and conditions, Applicant/Subrecipients will be notified of the changes in writing. Once notification has been made, any subsequent request for funds will indicate Applicant/Subrecipient acceptance of the changes to the subaward.

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

1. **Proof of Authority**
   The Applicant/Subrecipient will obtain proof of authority from the city council, governing board, or authorized body in support of this project. This written authorization must specify that the Applicant/Subrecipient and the city council,

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governing board, or authorized body agree:

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

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

2. Period of Performance

The period of performance is specified in the Award. The Applicant/Subrecipient is only authorized to perform allowable activities approved under the award, within the period of performance.

3. Lobbying and Political Activities

As required by Section 1352, Title 31 of the United States Code (U.S.C.), for persons entering into a contract, grant, loan, or cooperative agreement from an agency or requests or receives from an agency a commitment providing for the United States to insure or guarantee a loan, the Applicant/Subrecipient certifies that:

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

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

(c) The Applicant/Subrecipient 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.

The Applicant/Subrecipient will also comply with provisions of the Hatch Act (5 U.S.C. §§ 1501- 1508 and §§ 7324-7328) which limit the political activities of employees whose principal employment activities are funded in whole or in part with federal funds.

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

4. Debarment and Suspension

As required by Executive Orders 12549 and 12689, and 2 C.F.R. § 200.214 and codified in 2 C.F.R. Part 180, Debarment and Suspension, the Applicant/Subrecipient will provide protection against waste, fraud, and abuse by debarring or suspending those persons deemed irresponsible in their dealings with the federal government. The Applicant/Subrecipient certifies that it and its subrecipients:

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

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

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(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 (4)(b) of this certification; and
(d) Have not within a three-year period preceding this application had one or more public transactions (federal, state, or local) terminated for cause or default.

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

5. Non-Discrimination and Equal Employment Opportunity

The Applicant/Subrecipient will comply with all state and federal statutes and regulations relating to non- discrimination, including:

(a) Title VI of the Civil Rights Act of 1964 (Public Law (P.L.) 88-352 and 42 U.S.C. § 2000d et. seq.) which prohibits discrimination on the basis of race, color, or national origin and requires that subrecipients of federal financial assistance take reasonable steps to provide meaningful access to persons with limited English proficiency (LEP) to their programs and services;
(b) Title IX of the Education Amendments of 1972, (20 U.S.C. §§ 1681-1683, and 1685-1686), which prohibits discrimination on the basis of sex in any federally funded educational program or activity, as well as the Federal Emergency Management Agency's (FEMA) implementing regulations at 44 C.F.R. Part 19 for awards issued by FEMA;
(c) Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794), which prohibits discrimination against those with disabilities or access and functional needs in any program or activity receiving federal financial assistance;
(d) Americans with Disabilities Act (ADA) of 1990 (42 U.S.C. § 12101et seq.), which prohibits discrimination on the basis of disability and requires buildings and structures be accessible to those with disabilities and access and functional needs;
(e) Age Discrimination Act of 1975, (42 U.S.C. §§ 6101-6107), which prohibits discrimination on the basis of age in any program or activity receiving federal financial assistance;
(f) Public Health Service Act of 1912 (42 U.S.C. §§ 290 dd—2), relating to confidentiality of patient records regarding substance abuse treatment;
(g) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. § 3601 et seq.), relating to nondiscrimination in the sale, rental or financing of housing as implemented by the Department of Housing and Urban Development at 24 C.F.R. Part100. The prohibition on disability discrimination includes the requirement that new

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multifamily housing with four or more dwelling units — i.e., the public and common use areas and individual apartment units (all units in buildings with elevators and ground-floor units in buildings without elevators) — be designed and constructed with certain accessible features (See 24 C.F.R. § 100.201);

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

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

(j) The California's Fair Employment and Housing Act (FEHA) (California Government Code §§12940-12957), as applicable. FEHA prohibits harassment and discrimination in employment because of ancestry, familial status, race, color, religious creed (including religious dress and grooming practices), sex (which includes pregnancy, childbirth, breastfeeding and medical conditions related to pregnancy, childbirth or breastfeeding), gender, gender identity, gender expression, sexual orientation, marital status, national origin, ancestry, mental and physical disability, genetic information, medical condition, age, pregnancy, denial of medical and family care leave, or pregnancy disability leave, military and veteran status, and/or retaliation for protesting illegal discrimination related to one of these categories, or for reporting patient abuse in tax supported institutions;

(k) Any other nondiscrimination provisions in the specific statute(s) under which application for federal assistance is being made; and

(l) The requirements of any other nondiscrimination statute(s) that may apply to this application.

Civil Rights Policies for Program Beneficiaries and Subrecipients of DHS funding, pertaining to the following are available on the Cal OES website:

- Non-discrimination in Programs & Services
- Reasonable Accommodation for Program Beneficiaries
- Language Access Policy

6. Anti-Discrimination

DHS included the following provisions for FY 2025 grant awards:

Subrecipients must comply with all applicable Federal anti-discrimination laws material to the government's payment decisions for purposes of 31 U.S.C. § 372(b)(4).

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(1) Definitions. As used in this clause –

(a) DEI means "diversity, equity, and inclusion."
(b) DEIA means "diversity, equity, inclusion, and accessibility."
(c) Discriminatory equity ideology has the meaning set forth in Section 2(b) of Executive Order 14190 of January 29, 2025.
(d) Federal anti-discrimination laws mean Federal civil rights law that protect individual Americans from discrimination on the basis of race, color, sex, religion, and national origin.
(e) Illegal immigrant means any alien, as defined in 8 U.S.C. § 1101(a)(3), who has no lawful immigration status in the United States.

(2) Grant award certification.
By accepting the grant award, subrecipients are certifying that:
(i) They do not, and will not during the term of this financial assistance award, operate any programs that advance or promote DEI, DEIA, or discriminatory equity ideology in violation of Federal anti-discrimination laws; and
(ii) They do not engage in and will not during the term of this award engage in, a discriminatory prohibited boycott.

7. Drug-Free Workplace

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

8. Environmental Standards

The Applicant/Subrecipient will comply with state and federal environmental standards, including:

(a) The California Environmental Quality Act (CEQA) (California Public Resources Code §§ 21000-21177), to include coordination with the city or county planning agency;
(b) CEQA Guidelines (California Code of Regulations, Title 14, Division 6, Chapter 3, §§ 15000-15387);
(c) The Federal Clean Water Act (CWA) (33 U.S.C. § 1251 et seq.), which establishes the basic structure for regulating discharges of pollutants into the waters of the United States and regulating quality standards for surface waters;
(d) The Federal Clean Air Act of 1955 (42 U.S.C. § 7401), which regulates air emissions from stationary and mobile sources;

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(e) Institution of environmental quality control measures under the National Environmental Policy Act (NEPA) of 1969 (P.L. 91-190); the Council on Environmental Quality Regulations for Implementing the Procedural Provisions of NEPA;
(f) Evaluation of flood hazards in floodplains in accordance with Executive Order 11988;
(g) Executive Order 11738 instituted to assure that each federal agency empowered to enter into contracts for the procurement of goods, materials, or services and each federal agency empowered to extend federal assistance by way of grant, loan, or contract shall undertake such procurement and assistance activities in a manner that will result in effective enforcement of the Clean Air Act and the Federal Water Pollution Control Act Executive Order 11990 which requires preservation of wetlands;
(h) The Safe Drinking Water Act of 1974, (P.L. 93-523);
(i) The Endangered Species Act of 1973, (P.L. 93-205);
(j) Assurance of project consistency with the approved state management program developed under the Coastal Zone Management Act of 1972 (16 U.S.C. §§1451 et seq.);
(k) Conformity of Federal Actions to State (Clear Air) Implementation Plans under Section 176(c) of the Clean Air Act of 1955, as amended (42 U.S.C. §§7401 et seq.); and
(l) 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.

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

9. Audits

For Applicants/Subrecipients expending $1,000,000 or more in federal grant funds annually, the Applicant/Subrecipient will perform the required financial and compliance audits in accordance with the Single Audit Act Amendments of 1996 and C.F.R., Part 200, Subpart F, Audit Requirements.

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10. Cooperation and Access to Records

The Applicant/Subrecipient must cooperate with any compliance reviews or investigations conducted by DHS. In accordance with 2 C.F.R. § 200.337, the Applicant/Subrecipient will give the awarding agency, the Comptroller General of the United States and, if appropriate, the state, through any authorized representative, access to and the right to examine all records, books, papers, or documents related to the award.

The Applicant/Subrecipient will require any subrecipients, contractors, successors, transferees and assignees to acknowledge and agree to comply with this provision.

11. Conflict of Interest

The Applicant/Subrecipient will establish safeguards to prohibit the Applicant/Subrecipient's employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest, or personal gain.

12. Financial Management

False Claims for Payment - The Applicant/Subrecipient will comply with 31 U.S.C §§ 3729-3733 which provides that Applicant/Subrecipient shall not submit a false claim for payment, reimbursement, or advance.

13. Reporting - Accountability

The Applicant/Subrecipient agrees to comply with applicable provisions of the Federal Funding Accountability and Transparency Act (FFATA) (P.L. 109-282), including but not limited to (a) the reporting of subawards obligating $30,000 or more in federal funds, and (b) executive compensation data for first-tier subawards as set forth in 2 C.F.R. Part 170, Appendix A. The Applicant/Subrecipient also agrees to comply with the requirements set forth in the government-wide financial assistance award term regarding the System for Award Management and Universal Identifier Requirements located at 2 C.F.R. Part 25, Appendix A.

14. Whistleblower Protections

The Applicant/Subrecipient must comply with statutory requirements for whistleblower protections at 10 U.S.C. § 2324, 10 U.S.C. § 2409, 41 U.S.C. § 4304 and § 4310, and 41 U.S.C. § 4712 .

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15. Human Trafficking

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

16. Labor Standards

The Applicant/Subrecipient will comply with the following federal labor standards:

(a) The Davis-Bacon Act (40 U.S.C. §§ 276a to 276a-7), as applicable, and the Copeland Act (40 U.S.C. § 3145 and 18 U.S.C. § 874) and the Contract Work Hours and Safety Standards Act (40 U.S.C. §§ 327-333), regarding labor standards for federally-assisted construction contracts or subcontracts, and

(b) The Federal Fair Labor Standards Act (29 U.S.C. § 201 et seq.) as they apply to employees of institutes of higher learning (IHE), hospitals and other non-profit organizations.

17. Worker's Compensation

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

18. Property-Related

If applicable to the type of project funded by this federal award, the Applicant/Subrecipient will:

(a) Comply with the requirements of Titles II and III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (P.L. 91-646) which provide for fair and equitable treatment of persons displaced or whose property is acquired as a result of federal or federally-assisted programs. These requirements apply to all interests in real property acquired for project purposes regardless of federal participation in purchase;

(b) Comply with flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973 (P.L. 93-234) which requires federal award subrecipients in a special flood hazard area to participate in the program and to purchase flood insurance if the total cost of insurable construction and acquisition is $10,000 or more;

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(c) 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), Executive Order 11593 (identification and protection of historic properties), and the Archaeological and Historic Preservation Act of 1974 (16U.S.C. § 469a-1 et seq.); and
(d) Comply with the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. § 4831 and 24 CFR Part 35) which prohibits the use of lead-based paint in construction or rehabilitation of residence structures.

19. Certifications Applicable Only to Federally-Funded Construction Projects

For all construction projects, the Applicant/Subrecipient will:

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

20. Use of Cellular Device While Driving is Prohibited

The Applicant/Subrecipient is required to comply with California Vehicle Code sections 23123 and 23123.5. These laws prohibit driving motor vehicle while using an electronic wireless communications device to write, send, or read a text-based communication. Drivers are also prohibited from the use of a wireless telephone without hands-free listening and talking, unless to make an emergency call to 911, law enforcement, or similar services.

21. California Public Records Act and Freedom of Information Act

The Applicant/Subrecipient acknowledges that all information submitted in the course of applying for funding under this program, or provided in the course of an entity's grant management activities that are under Federal control, is subject to the Freedom of Information Act (FOIA), 5 U.S.C. § 552, and the California Public Records Act, California Government Code §7920.000 et seq.

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The Applicant/Subrecipient should consider these laws and consult its own State and local laws and regulations regarding the release of information when reporting sensitive matters in the grant application, needs assessment, and strategic planning process.

22. Acknowledgment of Federal Funding from DHS

The Applicant/Subrecipient must acknowledge its use of federal funding when issuing statements, press releases, requests for proposals, bid invitations, and other documents describing projects or programs funded in whole or in part with federal funds.

23. Activities Conducted Abroad

The Applicant/Subrecipient must coordinate with appropriate government authorities when performing project activities outside the United States and obtain all appropriate licenses, permits, or approvals.

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

DHS defines PII as any information that permits the identity of an individual to be directly or indirectly inferred, including any information that is linked or linkable to that individual. If the Applicant/Subrecipient collects PII, the Applicant/Subrecipient is required to have a publicly-available privacy policy that describes standards on the usage and maintenance of the PII they collect. The Applicant/Subrecipient may refer to the DHS Privacy Impact Assessments: Privacy Guidance and Privacy Template as a useful resource.

25. Copyright

Subrecipients must affix the applicable copyright notices of 17 U.S.C. §§ 401 or 402 to any work first produced under federal awards and also include an acknowledgement that the work was produced under a federal award (including the federal award number and federal awarding agency). As detailed in 2 C.F.R. § 200.315, a federal awarding agency reserves a royalty-free, nonexclusive, and irrevocable right to reproduce, publish, or otherwise use the work for federal purposes and to authorize others to do so.

26. Duplicative Costs

Applicant/Subrecipients are prohibited from charging any cost to this federal award that will be included as a cost or used to meet cost sharing or matching requirements of any other federal award in either the current or a prior budget period. (See 2 C.F.R. § 200.403(f)). However, subrecipients may shift costs that are allowable under two or more federal awards where otherwise permitted by federal statutes, regulations, or the federal financial assistance award terms and conditions.

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27. Energy Policy and Conservation Act
The Applicant/Subrecipient must comply with the requirements of 42 U.S.C. § 6201 which contain policies relating to energy efficiency that are defined in the state energy conservation plan issued in compliance with this Act.

28. Federal Debt Status
The Applicant/Subrecipient is required to be non-delinquent in its repayment of any federal debt. Examples of relevant debt include delinquent payroll and other taxes, audit disallowances, and benefit overpayments. See OMB Circular A-129.

29. Fly America Act of 1974
The Applicant/Subrecipient must comply with Preference for United States Flag Air Carriers: (a list of certified air carriers can be found at: Certificated Air Carriers List | US Department of Transportation, https://www.transportation.gov/policy/aviation-policy/certificated-air-carriers-list) for international air transportation of people and property to the extent that such service is available, in accordance with the International Air Transportation Fair Competitive Practices Act of 1974 (49 U.S.C. § 40118) and the interpretative guidelines issued by the Comptroller General of the United States in the March 31, 1981, amendment to Comptroller General Decision B-138942.

30. Hotel and Motel Fire Safety Act of 1990
In accordance with Section 6 of the Hotel and Motel Fire Safety Act of 1990, the Applicant/Subrecipient must ensure that all conference, meeting, convention, or training space funded in whole or in part with federal funds complies with the fire prevention and control guidelines of the Federal Fire Prevention and Control Act of 1974, as amended, 15 U.S.C. § 2225a.

31. Non-supplanting Requirement
If the Applicant/Subrecipient receives federal financial assistance awards made under programs that prohibit supplanting by law, the Applicant/Subrecipient must ensure that federal funds do not replace (supplant) funds that have been budgeted for the same purpose through non- federal sources.

32. Patents and Intellectual Property Rights
Subrecipients are subject to the Bayh-Dole Act, 35 U.S.C. § 200 et seq. and applicable regulations governing inventions and patents, including the regulations issued by the Department of Commerce at 37 C.F.R. Part 401 (Rights to Inventions Made by Nonprofit Organizations and Small Business Firms under Government Awards, Contracts, and

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Cooperative Agreements) and the standard patent rights clause set forth at 37 C.F.R. § 401.14.

33. SAFECOM

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

34. Terrorist Financing

The Applicant/Subrecipient must comply with Executive Order 13224 and United States law that prohibit transactions with, and the provisions of resources and support to, individuals and organizations associated with terrorism. The Applicant/Subrecipient is legally responsible for ensuring compliance with the Order and laws.

35. Reporting of Matters Related to Subrecipient Integrity and Performance

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

36. USA Patriot Act of 2001

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

37. Use of DHS Seal, Logo, and Flags

The Applicant/Subrecipient must obtain written permission from DHS prior to using the DHS seals, logos, crests, or reproductions of flags, or likenesses of DHS agency officials. This includes use of DHS component (e.g., FEMA, CISA, etc.) seals, logos, crests, or reproductions of flags, or likenesses of component officials.

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38. Applicability of DHS Standard Terms and Conditions to Tribes

The DHS Standard Terms and Conditions are a restatement of general requirements imposed upon the Applicant/Subrecipient and flow down to any of its subrecipients as a matter of law, regulation, or executive order. If the requirement does not apply to Indian tribes or there is a federal law or regulation exempting its application to Indian tribes, then the acceptance by Tribes of, or acquiescence to, DHS Standard Terms and Conditions does not change or alter its inapplicability to an Indian tribe. The execution of grant documents is not intended to change, alter, amend, or impose additional liability or responsibility upon the Tribe where it does not already exist.

39. Required Use of American Iron, Steel, Manufactured Products, and Construction Materials

The Applicant/Subrecipient must comply with the "Build America, Buy America" Act (BABAA), enacted as part of the Infrastructure Investment and Jobs Act and Executive Order 14005. Applicant/Subrecipients receiving a federal award subject to BABAA requirements may not use federal financial assistance funds for infrastructure projects unless:

(a) All iron and steel used in the project are produced in the United States – this means all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States;
(b) All manufactured products used in the project are produced in the United States – this means the manufactured product was manufactured in the United States; and the cost of the components of the manufactured product that are mined, produced, or manufactured in the United States is greater than 55 percent of the total cost of all components of the manufactured product, unless another standard for determining the minimum amount of domestic content of the manufactured product has been established under applicable law or regulation; and
(c) All construction materials are manufactured in the United States – this means that all manufacturing processes for the construction material occurred in the United States.

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The "Buy America" preference only applies to articles, materials, and supplies that are consumed in, incorporated into, or affixed to an infrastructure project. It does not apply to tools, equipment, and supplies, such as temporary scaffolding, brought to the construction site and removed at or before the completion of the infrastructure project. Nor does a Buy America preference apply to equipment and furnishings, such as movable chairs, desks, and portable computer equipment, that are used at or within the finished infrastructure project but are not an integral part of the structure or permanently affixed to the infrastructure project. Per section 70914(c) of BABAA, FEMA may waive the application of a Buy America preference under an infrastructure program in certain cases.

40. Presidential Executive Orders

DHS included the following provision for FY 2025 grant awards:

The Applicant/Subrecipient must comply with the requirements of Presidential Executive Orders related to grants (also known as federal assistance and financial assistance) and are incorporated by reference.

41. Limited Waiver of Sovereign Immunity by Federally Recognized California Indian Tribe

Applicant/Subrecipient and any of its subrecipients recognize nothing outlined in these assurances shall be constructed as consent by any federally recognized California Indian tribe to be bound by the laws of the State of California or the laws of the United States to which the federally recognized California Indian tribe is not bound, except as expressly agreed herein. This limited waiver of sovereign immunity shall be strictly construed.

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FY 2025 Standard Assurances for Cal OES Federal Non-Disaster Preparedness Grant Programs

IMPORTANT
The purpose of these assurances is to obtain federal and state financial assistance, including any and all federal and state grants, loans, reimbursement, contracts, etc. Applicant/Subrecipient recognizes and agrees that state financial assistance will be extended based on the representations made in these assurances. These assurances are binding on Applicant/Subrecipient, its successors, transferees, assignees, etc. as well as any of its subrecipients. Failure to comply with any of the above assurances may result in suspension, termination, or reduction of grant funds.

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

All of the language contained within this document must be included in the award documents for all subawards at all tiers. Applicant/Subrecipients are encouraged to consult with their counsel prior to signing and submitting these standard assurances to Cal OES when accepting their subaward(s).

The undersigned represents that he/she is authorized to enter into this agreement for and on behalf of the Applicant/Subrecipient/Subrecipient. Applicant/Subrecipient/Subrecipient understands that failure to comply with any of the assurances may result in suspension, termination, reduction, or de-obligation of funding. Applicant/Subrecipient/Subrecipient agrees to repay funds in the event there is a violation of grant assurances.

Applicant/Subrecipient/Subrecipient: County Of Siskiyou

Signature of Authorized Agent: Signed by: Bryan Schenone

Printed Name of Authorized Agent: Bryan Schenone

Title: Director of OES Date: 9/30/2026

Initials Initial BJS