

**ADDENDUM TO THE AGREEMENT FOR THE SCHOOL
RESOURCE OFFICER PROGRAM**

THIS ADDENDUM, entered into this ____th day of _____, 2019, is made between the **WARREN COUNTY SCHOOL DISTRICT**, 6820 Market Street, Russell, Pennsylvania, 16345, hereinafter referred to as ----- **“SCHOOL DISTRICT,”**

AND

WARREN COUNTY, 204 Fourth Avenue, Warren, Pennsylvania 16365, hereinafter referred to as-----**"COUNTY."**

WHEREAS, the above parties previously entered into an Agreement for the School Resource Officer Program dated September 11, 2017 (the “Agreement”); and

WHEREAS, the School District has since applied for, and been awarded, grant funds from the Pennsylvania Commission on Crime and Delinquency that will be utilized to fund a portion of the School Resource Officer Program; and

WHEREAS, as a condition of receiving the grant funds, the School District and County (as a subcontractor providing School Resource Officer services to the School District) must comply with the Pennsylvania Commission on Crime and Delinquency’s Standard Subgrant Conditions (the “Standard Subgrant Conditions”); and

WHEREAS, the parties mutually desire to amend the Agreement pursuant to the amendment procedure set forth in the Agreement and for the purpose of incorporating each party’s obligation to comply with the Standard Subgrant Conditions so long as Pennsylvania Commission on Crime and Delinquency grant funds are used to fund any portion of the School Resource Officer Program; and

WHEREAS, the parties further mutually desire to amend the Agreement pursuant to the amendment procedure set forth in the Agreement to (i) establish a 3-year term for the Agreement commencing on July 1, 2019, and terminating on June 30, 2022; and (ii) effective July 1, 2019

through the remaining 3-year term of the Agreement, increase the hourly rates paid to the County and completely eliminate the monthly vehicle fee paid to the County.

NOW THEREFORE, intending to be legally bound, the parties hereto agree as follows:

I. Section 3.01 of the Agreement is hereby amended to establish a 3-year term for the Agreement commencing on July 1, 2019, and terminating on June 30, 2022, as follows:

This Agreement shall commence on the day and year first above written and shall remain in effect until terminated by either party for convenience upon 90 days' written notice to the other party. Effective June 1, 2019, the preceding sentencing shall no longer apply and this Agreement shall remain in effect for a 3-year term, commencing on July 1, 2019, and terminating on June 30, 2022. During the 3-year term, in the event that either party defaults under any provision of this Agreement and such default is not cured within thirty (30) days of the receipt of written notice of the default, the non-defaulting party shall have the right to terminate this Agreement upon written notice to the defaulting party.

II. A new Section 4.07 shall be added to the Agreement and shall read as follows:

The County acknowledges and agrees that, so long as grant funds awarded by the Pennsylvania Commission on Crime and Delinquency are utilized to fund any portion of the School Resource Officer Program, the following shall apply:

A. The School District is bound by the Standard Subgrant Conditions, and the School District shall retain the ultimate responsibility for the School Resource Officer Program/Subgrant Project.

B. The County, as a subcontractor providing School Resource Officer services to the School District, shall also be bound by all applicable provisions of the Standard Subgrant Conditions and any other requirements applicable to School District in the conduct of the School Resource Officer Program/Subgrant Project, including the non-discrimination requirements described in Paragraph 7 of the Standard Subgrant Conditions. A copy of the Standard Subgrant Conditions is attached hereto as Exhibit A and is incorporated herein, and made a part of this Agreement, by reference.

III. Section 5.01 of the Agreement is hereby amended to, effective July 1, 2019, through the remaining 3-year term of the Agreement, increase the hourly rates paid to the County and completely eliminate the monthly vehicle fee paid to the County, as follows:

In exchange for the services to be provided herein, as requested by the School District and in an amount not to exceed the School District's annual budgeted amount for the SRO Program, the School District agrees to pay the County \$27.50 per hour (with an increase to \$29.00 per hour, effective July 1, 2019, through the remaining 3-year term

of this Agreement) for each hour that a deputy that is designated by the County as a part-time employee of the County serves as an SRO, \$37.00 per hour (with an increase to \$40.00 per hour, effective July 1, 2019, through the remaining 3-year term of this Agreement) for each hour that a deputy that is designated by the County as a full-time employee of the County serves as an SRO, and a \$750.00 monthly fee for the use of a fully marked and equipped County vehicle. Effective July 1, 2019, the \$750.00 monthly vehicle shall be completely eliminated for the remaining 3-year term of the Agreement. When applicable (i.e. prior to July 1, 2019), the \$750.00 monthly vehicle fee shall only be charged during those months that SRO services are provided and shall be prorated for any month during which SRO services are provided for only a portion of the month for reasons that may include, but are not limited to, scheduled school vacations, the scheduled start date of the school year, the scheduled date of the last day of school of the school year, etc. Said amounts shall be billed, and paid, on a monthly basis. In the event that this Agreement is for any reason terminated, the amounts identified herein to be paid by the School District shall be pro-rated as of the effective date of the termination. The amounts identified herein to be paid by the School District are also subject to being proportionately reduced pursuant to Sections 3.03, 3.04, 3.05, and 4.03 of this Agreement.

IV. All other terms of the Agreement are hereby ratified and shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have entered into this Addendum the day and year first written above.

ATTEST:

WARREN COUNTY SCHOOL DISTRICT

Secretary, Board of School Directors

President, Board of School Directors

WARREN COUNTY

Commissioner Ben Kafferlin, Chairman

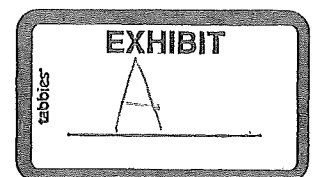
Commissioner Cindy Morrison, Vice-Chair

Commissioner Jeff Eggleston, Secretary

APPLICANT UNDERSTANDS AND AGREES THAT ANY SUBGRANT RECEIVED AS A RESULT OF THIS APPLICATION SHALL BE SUBJECT TO THE FOLLOWING SUBGRANT CONDITIONS. IF APPLICANT IS A COMMONWEALTH DEPARTMENT OR AGENCY, CERTAIN OF THESE CONDITIONS MAY BE SUPERSEDED BY STATE LAW, REGULATION OR EXECUTIVE ORDER.

STANDARD SUBGRANT CONDITIONS

1. Subgrant Project - Applicant is requesting that the Pennsylvania Commission on Crime and Delinquency ("PCCD") provide a specific grant of funds for Applicant to perform a project as described in this application (the "Subgrant Project").
2. Status of Applicant - Except for an Applicant that is a Commonwealth agency, it is agreed that Applicant, its officers, agents and employees act in an independent capacity with respect to the Subgrant Project and shall not be deemed to be officers, agents or employees of the Commonwealth or PCCD.
3. Subgrant Agreement - An application that is executed by all required Commonwealth of Pennsylvania ("Commonwealth") officials and to which Applicant signifies its agreement as set forth below shall constitute the agreement governing the Subgrant Project (the "Subgrant Agreement"). It is understood that PCCD may modify the content of the application subsequent to the Applicant's initial application, but prior to disbursement of funds, to reflect programmatic and/or fiscal concerns. Applicant will signify its agreement to the final version of the application when it does one or both of the following: (1) accepts all or part of the funds it requested in connection with the Subgrant Project; or (2) fails to give notice of objection to PCCD within 10 business days after PCCD delivers to Applicant a final version of the application.
4. Entire Agreement - No modifications, alterations, changes, or waivers to the Subgrant Agreement or any of its terms shall be valid or binding unless accomplished by a written amendment executed in accordance with PCCD procedures.
5. Applicant's Manual - Applicant agrees that the Subgrant Agreement shall incorporate by reference PCCD's "Applicant's Manual-Financial and Administrative Guide for Grants" (the "PCCD Applicant's Manual"). To the extent these Standard Subgrant Conditions are inconsistent with any portion of the PCCD Applicant's Manual, these Standard Subgrant Conditions shall govern.
6. Project Expenditures/Duration of Subgrant Project - PCCD may not disburse Subgrant Project funds to Applicant until all required Commonwealth officials have executed the application. PCCD will not reimburse costs incurred prior to a starting date specified in the Subgrant Agreement (the "Effective Date"). Substantial program implementation is required within 60 days of the Effective Date. Obligations outstanding at the termination date must be liquidated within 60 days. Any funds remaining unexpended at the close of the 60-day period must be returned to PCCD. Applicant's obligations to PCCD under the Subgrant Agreement survive despite termination of the Subgrant Project.



7. Nondiscrimination/Sexual Harassment Clause – The Applicant agrees:

- (1) In the hiring of any employee(s) for the manufacture of supplies, performance of work, or any other activity required under the grant agreement or any subgrant agreement, contract, or subcontract, the Applicant, a subgrantee, a contractor, a subcontractor, or any person acting on behalf of the Applicant shall not discriminate by reason of race, gender, creed, color, sexual orientation, gender identity or expression, or in violation of the *Pennsylvania Human Relations Act* (PHRA) and applicable federal laws, against any citizen of this Commonwealth who is qualified and available to perform the work to which the employment relates.
- (2) The Applicant, any subgrantee, contractor or any subcontractor or any person on their behalf shall not in any manner discriminate by reason of race, gender, creed, color, sexual orientation, gender identity or expression, or in violation of the PHRA and applicable federal laws, against or intimidate any of its employees.
- (3) Neither the Applicant nor any subgrantee nor any contractor nor any subcontractor nor any person on their behalf shall in any manner discriminate by reason of race, gender, creed, color, sexual orientation, gender identity or expression, or in violation of the PHRA and applicable federal laws, in the provision of services under the grant agreement, subgrant agreement, contract or subcontract.
- (4) Neither the Applicant nor any subgrantee nor any contractor nor any subcontractor nor any person on their behalf shall in any manner discriminate against employees by reason of participation in or decision to refrain from participating in labor activities protected under the *Public Employee Relations Act*, *Pennsylvania Labor Relations Act* or *National Labor Relations Act*, as applicable and to the extent determined by entities charged with such Acts' enforcement, and shall comply with any provision of law establishing organizations as employees' exclusive representatives.
- (5) The Applicant, any subgrantee, contractor or any subcontractor shall establish and maintain a written nondiscrimination and sexual harassment policy and shall inform their employees in writing of the policy. The policy must contain a provision that sexual harassment will not be tolerated and employees who practice it will be disciplined. Posting this Nondiscrimination/Sexual Harassment Clause conspicuously in easily-accessible and well-lighted places customarily frequented by employees and at or near where the grant services are performed shall satisfy this requirement for employees with an established work site.
- (6) The Applicant, any subgrantee, contractor or any subcontractor shall not discriminate by reason of race, gender, creed, color, sexual orientation, gender identity or expression, or in violation of the PHRA and applicable federal laws, against any subgrantee, contractor, subcontractor or supplier who is qualified to perform the work to which the grant relates.

- (7) The Applicant and each subgrantee, contractor and subcontractor represents that it is presently in compliance with and will maintain compliance with all applicable federal, state, and local laws and regulations relating to nondiscrimination and sexual harassment. The Applicant and each subgrantee, contractor and subcontractor further represents that it has filed a Standard Form 100 Employer Information Report ("EEO-1") with the U.S. Equal Employment Opportunity Commission ("EEOC") and shall file an annual EEO-1 report with the EEOC as required for employers' subject to *Title VII of the Civil Rights Act of 1964*, as amended, that have 100 or more employees and employers that have federal government contracts or first-tier subcontracts and have 50 or more employees. The Applicant, any subgrantee, any contractor or any subcontractor shall, upon request and within the time periods requested by the Commonwealth, furnish all necessary employment documents and records, including EEO-1 reports, and permit access to their books, records, and accounts by the granting agency and the Bureau of Diversity, Inclusion and Small Business Opportunities for the purpose of ascertaining compliance with the provisions of this Nondiscrimination/Sexual Harassment Clause.
 - (8) The Applicant, any subgrantee, contractor or any subcontractor shall include the provisions of this Nondiscrimination/Sexual Harassment Clause in every subgrant agreement, contract or subcontract so that those provisions applicable to subgrantees, contractors or subcontractors will be binding upon each subgrantee, contractor or subcontractor.
 - (9) The PCCD's and each subgrantee's, contractor's and subcontractor's obligations pursuant to these provisions are ongoing from and after the effective date of the grant agreement through the termination date thereof. Accordingly, the Applicant and each subgrantee, contractor and subcontractor shall have an obligation to inform the PCCD if, at any time during the term of the grant agreement, it becomes aware of any actions or occurrences that would result in violation of these provisions.
 - (10) PCCD may cancel or terminate the grant agreement and all money due or to become due under the grant agreement may be forfeited for a violation of the terms and conditions of this Nondiscrimination/Sexual Harassment Clause. In addition, the granting agency may proceed with debarment or suspension and may place the Applicant, subgrantee, contractor, or subcontractor in the Contractor Responsibility File.
8. During the term of this Subgrant Agreement, the Applicant agrees as follows:
- (1) Pursuant to federal regulations promulgated under the authority of the Americans with Disabilities Act (ADA), 28 C.F.R. § 35.101 et seq., the Applicant understands and agrees that no individual with a disability shall, on the basis of the disability, be excluded from participation in the Subgrant Agreement or from activities provided for under this Subgrant Agreement. As a condition of accepting and executing this Subgrant Agreement, the Applicant agrees to comply with the "General Prohibitions Against Discrimination," 28 C.F.R. § 35.130, and all other regulations promulgated under Title II of ADA which are applicable to the benefits, services, programs, and activities

provided by the Commonwealth and PCCD through Subgrant Agreements with Applicants.

- (2) The Applicant shall be responsible for and agrees to indemnify and hold harmless PCCD and the Commonwealth from all losses, damages, expenses, claims, demands, suits, and actions brought by any party against the Commonwealth or PCCD as a result of the Applicant's failure to comply with the provisions of paragraph (1).
9. Utilization of Funds - Subgrant Project funds shall be expended only for goods and services covering activities in the approved application within the Subgrant Project period. Applicant shall obtain prior written approval from PCCD for project changes between budget categories which exceed 10% of total project cost (total project cost is the sum of PCCD funds, project income and Applicant's match funds) and for a change(s) to purchase additional items or other items that were not included in the approved project budget.
10. Project Income - Applicant shall account for all project income earned or realized by the Applicant through the use of subgrant funds or as a result of conducting the Subgrant Project. Such project income must be used to reduce total project costs or, with prior approval of PCCD, may be used to extend the project period or expand the project.
11. Subcontracts - Any subcontract, pass-through agreement or similar agreement entered into by Applicant for execution of project activities or provision of services to a Subgrant Project shall provide that Applicant shall retain ultimate responsibility for the Subgrant Project and that the subcontractor shall be bound by these Standard Subgrant Conditions and any other requirements applicable to Applicant in the conduct of the project, including non-discrimination requirements described in Paragraph 7. By appropriate language incorporated in each subcontract or other document under which funds are to be disbursed, Applicant shall ensure that these Standard Subgrant Conditions and, where applicable, special subgrant conditions apply to all recipients of subgrant funds. Upon request by PCCD, Applicant shall provide PCCD with a copy of any document relating to a subcontract or similar agreement.
12. Conflict of Interest and Ethics - Applicant acknowledges that the Subgrant Project is governed by all Commonwealth provisions relating to conflict of interest and ethics, and represents that Applicant, members of its board of directors and its officers, will comply with any applicable provisions, including those in the State Adverse Interest Act, 71 P.S. §§776.1-776.8, and the Public Official and Employee Ethics Act, 65 Pa.C.S. §§1101-1113. Applicant further represents that neither it nor any of its board members or officers has any such interest and shall not acquire any interest, direct or indirect, that would conflict in any manner or degree with the performance of its services hereunder. Applicant further covenants that, in the performance of the Subgrant Agreement, it shall not knowingly employ any entity having such interest. Applicant further agrees to follow the procurement standards set forth in PCCD's Applicant's Manual in engaging any subcontractors in connection with the Subgrant Project.
13. Monitoring and Evaluation - PCCD, in its sole discretion, may undertake a programmatic monitoring of the Subgrant Project. Applicant shall cooperate with any monitoring and provide

any documents or information requested by PCCD. Applicant agrees that PCCD may require an external evaluation of this project, such evaluation to be funded from the project budget. PCCD reserves the right to approve the selection of the individual or organization to conduct such evaluation.

14. Confidentiality Privilege - To the extent that any funds under this Subgrant Agreement are used to employ the services of a sexual assault counselor as defined by 42 Pa.C.S. § 5945.1, Applicant shall ensure that the counselor: has undergone a minimum of 40 hours of training; provides services under the control of a direct services supervisor of a rape crisis center; and is employed with the primary purpose to render advice, counseling or assistance to victims of sexual assault, as defined in the statute. This requirement is necessary to sustain the confidentiality of information transmitted between the victim and a sexual assault counselor, as provided by 42 Pa.C.S. § 5945.1.

To the extent that any funds under this Subgrant Agreement are used to employ the services of a domestic violence counselor/advocate as defined by 23 Pa.C.S. § 6102, Applicant shall ensure that the counselor/advocate is engaged in a domestic violence program, the primary purpose of which is the rendering of counseling or assistance to victims of domestic violence, and has undergone a minimum of 40 hours of training as defined in 23 Pa.C.S. § 6102. This requirement is necessary to sustain the confidentiality of information transmitted between the victim and a domestic violence counselor/advocate, as provided by law.

15. Reports - Applicant shall submit, at such time and in such form as may be prescribed truthful and accurate information that PCCD may require.
16. Fiscal Regulations - The fiscal administration of Subgrants shall be subject to such rules, regulations and policies concerning accounting, records, payment of funds, allowance of costs and submission of financial reports as may be prescribed by PCCD or any other governmental entity. Applicant understands that it is required to file an annual information statement (IRS Form 1099) with the Internal Revenue Service for each contracted consultant or other supplier of personal services (other than employees subject to tax withholding) receiving payments under this Subgrant Project. Accounting procedures must provide for accurate and timely recording of receipt of funds by source, expenditures made from such funds, and unexpended balances. Controls must be established that are adequate to ensure that expenditures charged to subgrant activities are for allowable purposes and that documentation is readily available to verify that the charges are accurate.
17. Purchases - Applicant agrees to obtain all supplies, equipment and services for use in the Subgrant Project at the lowest practicable cost. Applicant shall comply with procurement standards as set forth in the PCCD Applicant's Manual.
18. Intellectual Property –
 - (1) If Applicant produces or purchases patentable items, processes, inventions, or similar matter, patent rights, or copyrightable works relating to the Subgrant Project, Applicant shall promptly and fully inform PCCD of that fact.

- (2) Unless there is a prior agreement between Applicant and PCCD on disposition of intellectual property rights, PCCD shall determine whether protection for such rights shall be sought. PCCD shall also determine how rights (including rights under any copyrights, patents, or trademarks issued thereon) shall be allocated and administered in order to protect the public interest.
- (3) Upon completion or termination of the Subgrant Project, Applicant shall, upon request, give PCCD all papers, files, and other documents or material related to intellectual property interests created through the Subgrant Project.
- (4) In the event of alleged or actual infringement of another's intellectual property rights by Applicant or a designee/subcontractor engaged in subgrant-related activities:
 - (a) Applicant shall defend and indemnify PCCD and the Commonwealth.
 - (b) The Commonwealth may choose to defend itself or otherwise participate in such litigation, at Applicant's expense.
 - (c) Applicant shall compensate the Commonwealth for related infringements on right holder's products.
- 19. Required Coverages - Applicant shall maintain insurance coverage(s) as required by law and as may be set forth in the PCCD Applicant's Manual.
- 20. Title to Subgrant-Funded Property –
 - (1) Title to Personal Property - Title to non-expendable personal property acquired in whole or in part with subgrant funds shall vest in the Applicant. Applicant shall have possession and use of such property so long as it is being used for purposes of the Subgrant Project by Applicant.
 - (2) Title to Real Property - Title to real estate acquired in whole or in part with subgrant funds shall vest in Applicant, and the deed shall designate PCCD as first lien holder.
- 21. Inspection and Audit - PCCD, in its sole discretion, may undertake an inspection and/or audit of the financial records of the Applicant relating to the Subgrant Project. The Applicant shall provide PCCD with full and complete access to all records relating to the performance of the Subgrant Project and to all persons who were involved in the Subgrant Project. PCCD may also require, as a condition of award, that an independent financial audit be completed.
- 22. Record Retention - Regardless of any other applicable requirement, Applicant shall retain all records pertinent to the Subgrant Agreement, including financial, statistical, property and participant, and supporting documentation for a period of at least three (3) years from the date of submission of the final fiscal report or three (3) years after completion of the audit,

whichever is later. If any litigation, claim, negotiation, audit or other action involving the records has been started before the expiration of the three-year period, the records must be retained until completion of the action and resolution of all issues that arise from it.

23. Termination --

- (1) PCCD shall have the right to terminate the Subgrant Agreement for its convenience if PCCD determines termination to be in its best interest. The Applicant shall be paid for work satisfactorily completed prior to the effective date of the termination, but in no event shall the Applicant be entitled to recover lost profits.
- (2) PCCD's obligation to make payments during any Commonwealth fiscal year succeeding the current fiscal year shall be subject to availability and appropriation of funds. When funds (state and/or federal) are not appropriated or otherwise made available to support continuation of performance in a subsequent fiscal year period, PCCD shall have the right to terminate the Subgrant Agreement.
- (3) PCCD shall have the right, upon written notice to Applicant, to terminate the Subgrant Agreement prior to the expiration of the Subgrant Project period, or to suspend payments, on account of Applicant's failure to carry out the project goals, plans or methodology as set forth in the Subgrant Agreement, or for Applicant's failure to comply with any of its obligations under the Subgrant Agreement. If it is later determined that PCCD erred in terminating the Subgrant Agreement for cause, then, at PCCD's discretion, the Subgrant Agreement shall be deemed to have been terminated for convenience under Subparagraph 23(1).
- (4) Upon termination for any reason, Applicant shall stop expending funds disbursed through the Subgrant Agreement and shall return immediately any such funds remaining unexpended.

24. Right to Know Law Grant Provisions

- (1) Applicant understands that this Subgrant Agreement and records related to or arising out of the Grant Agreement are subject to requests made pursuant to the Pennsylvania Right-to-Know Law, 65 P.S. §§ 67.101-3104, ("RTKL"). For the purpose of these provisions, the term "the Commonwealth" shall refer to PCCD.
- (2) If PCCD needs the Applicant's assistance in any matter arising out of the RTKL related to this Subgrant Agreement, it shall notify the Applicant using the legal contact information provided in the Grant Agreement. The Applicant, at any time, may designate a different contact for such purpose upon reasonable prior written notice to PCCD.
- (3) Upon written notification from PCCD that it requires Applicant's assistance in responding to a request under the RTKL for information related to this Subgrant Agreement that may be in Applicant's possession, constituting, or alleged to

constitute, a public record in accordance with the RTKL ("Requested Information"), Applicant shall:

- (a) Provide PCCD, within ten (10) calendar days after receipt of written notification, access to, and copies of, any document or information in Applicant's possession arising out of this Subgrant Agreement that PCCD reasonably believes is Requested Information and may be a public record under the RTKL; and
 - (b) Provide such other assistance as the PCCD may reasonably request, in order to comply with the RTKL with respect to this Subgrant Agreement.
- (4) If Applicant considers the Requested Information to include a request for a Trade Secret or Confidential Proprietary Information, as those terms are defined by the RTKL, or other information that Applicant considers exempt from production under the RTKL, Applicant must notify PCCD and provide, within seven (7) calendar days of receiving the written notification, a written statement signed by a representative of Applicant explaining why the requested material is exempt from public disclosure under the RTKL.
 - (5) PCCD will rely upon the written statement from Applicant in denying a RTKL request for the Requested Information unless PCCD determines that the Requested Information is clearly not protected from disclosure under the RTKL. Should PCCD determine that the Requested Information is clearly not exempt from disclosure, Applicant shall provide the Requested Information within five (5) business days of receipt of written notification of the PCCD's.
 - (6) If Applicant fails to provide the Requested Information within the time period required by these provisions, Applicant shall indemnify and hold PCCD harmless for any damages, penalties, costs, detriment or harm that PCCD may incur as a result of Applicant's failure, including any statutory damages assessed against PCCD.
 - (7) PCCD will reimburse Applicant for any costs associated with complying with these provisions only to the extent allowed under the fee schedule established by the Office of Open Records or as otherwise provided by the RTKL if the fee schedule is inapplicable.
 - (8) Applicant may file a legal challenge to any PCCD decision to release a record to the public with the Office of Open Records, or in the Pennsylvania Courts, however, Applicant shall indemnify PCCD for any legal expenses incurred by PCCD as a result of such a challenge and shall hold PCCD harmless for any damages, penalties, costs, detriment or harm that PCCD may incur as a result of Applicant's failure, including any statutory damages assessed against PCCD, regardless of the outcome of such legal challenge. As between the parties, Applicant agrees to waive all rights or remedies that may be available to it as a result of PCCD's disclosure of Requested Information pursuant to the RTKL.

- (9) The Applicant's duties relating to the RTKL are continuing duties that survive the expiration of this Subgrant Agreement and shall continue as long as the Applicant has Requested Information in its possession.

25. Notices - ALL notices that Applicant is required to give as a result of the Subgrant Agreement other than those related to audit and fiscal reporting, shall be addressed as follows:

Executive Director
Pennsylvania Commission on Crime and Delinquency
P.O. Box 1167
Harrisburg, PA 17108-1167

(cc: Director of the Office of Financial Management and Administration)

ALL notices that PCCD is required to give relating to the Subgrant Agreement and the Subgrant Project shall be addressed to the Project Director identified on the first page of the Subgrant Agreement.

26. Contractor Integrity Provisions – It is essential that those who seek to contract with the Commonwealth of Pennsylvania observe high standards of honesty and integrity. They must conduct themselves in a manner that fosters public confidence in the integrity of the Commonwealth contracting and procurement process.

- (1) DEFINITIONS. For purposes of these Contractor Integrity Provisions, the following terms shall have the meanings found in this Section:

- (a) "Affiliate" means two or more entities where (a) a parent entity owns more than fifty percent of the voting stock of each of the entities; or (b) a common shareholder or group of shareholders owns more than fifty percent of the voting stock of each of the entities; or (c) the entities have a common proprietor or general partner.
- (b) "Consent" means written permission signed by a duly authorized officer or employee of the Commonwealth, provided that where the material facts have been disclosed, in writing, by prequalification, bid, proposal, or contractual terms, the Commonwealth shall be deemed to have consented by virtue of the execution of this contract.
- (c) "Contractor" means the individual or entity, that has entered into this contract with the Commonwealth.
- (d) "Contractor Related Parties" means any affiliates of the Contractor and the Contractor's executive officers, Pennsylvania officers and directors, or owners of 5 percent or more interest in the Contractor.

- (e) "Financial Interest" means either:
 - (1) Ownership of more than a five percent interest in any business; or
 - (2) Holding a position as an officer, director, trustee, partner, employee, or holding any position of management.
 - (f) "Gratuity" means tendering, giving, or providing anything of more than nominal monetary value including, but not limited to, cash, travel, entertainment, gifts, meals, lodging, loans, subscriptions, advances, deposits of money, services, employment, or contracts of any kind. The exceptions set forth in the *Governor's Code of Conduct, Executive Order 1980-18*, the 4 *Pa. Code* §7.153(b), shall apply.
 - (g) "Non-bid Basis" means a contract awarded or executed by the Commonwealth with Contractor without seeking bids or proposals from any other potential bidder or offeror.
- (2) In furtherance of this policy, Contractor agrees to the following:
- (a) Contractor shall maintain the highest standards of honesty and integrity during the performance of this contract and shall take no action in violation of state or federal laws or regulations or any other applicable laws or regulations, or other requirements applicable to Contractor or that govern contracting or procurement with the Commonwealth.
 - (b) Contractor shall establish and implement a written business integrity policy, which includes, at a minimum, the requirements of these provisions as they relate to the Contractor activity with the Commonwealth and Commonwealth employees and which is made known to all Contractor employees. Posting these Contractor Integrity Provisions conspicuously in easily-accessible and well-lighted places customarily frequented by employees and at or near where the contract services are performed shall satisfy this requirement.
 - (c) Contractor, its affiliates, agents, employees and anyone in privity with Contractor shall not accept, agree to give, offer, confer, or agree to confer or promise to confer, directly or indirectly, any gratuity or pecuniary benefit to any person, or to influence or attempt to influence any person in violation of any federal or state law, regulation, executive order of the Governor of Pennsylvania, statement of policy, management directive or any other published standard of the Commonwealth in connection with performance of work under this contract, except as provided in this contract.
 - (d) Contractor shall not have a financial interest in any other contractor, subcontractor, or supplier providing services, labor, or material under this contract, unless the financial interest is disclosed to the Commonwealth in

writing and the Commonwealth consents to Contractor's financial interest prior to Commonwealth execution of the contract. Contractor shall disclose the financial interest to the Commonwealth at the time of bid or proposal submission, or if no bids or proposals are solicited, no later than Contractor's submission of the contract signed by Contractor.

(e) Contractor certifies to the best of its knowledge and belief that within the last five (5) years Contractor or Contractor Related Parties have not:

- (1) been indicted or convicted of a crime involving moral turpitude or business honesty or integrity in any jurisdiction;
- (2) been suspended, debarred or otherwise disqualified from entering into any contract with any governmental agency;
- (3) had any business license or professional license suspended or revoked;
- (4) had any sanction or finding of fact imposed as a result of a judicial or administrative proceeding related to fraud, extortion, bribery, bid rigging, embezzlement, misrepresentation or anti-trust; and
- (5) been, and is not currently, the subject of a criminal investigation by any federal, state or local prosecuting or investigative agency and/or civil anti-trust investigation by any federal, state or local prosecuting or investigative agency.

If Contractor cannot so certify to the above, then it must submit along with its bid, proposal or contract a written explanation of why such certification cannot be made and the Commonwealth will determine whether a contract may be entered into with the Contractor. The Contractor's obligation pursuant to this certification is ongoing from and after the effective date of the contract through the termination date thereof. Accordingly, the Contractor shall have an obligation to immediately notify the Commonwealth in writing if at any time during the term of the contract it becomes aware of any event which would cause the Contractor's certification or explanation to change. Contractor acknowledges that the Commonwealth may, in its sole discretion, terminate the contract for cause if it learns that any of the certifications made herein are currently false due to intervening factual circumstances or were false or should have been known to be false when entering into the contract.

(f) Contractor shall comply with the requirements of the *Lobbying Disclosure Act* (65 Pa.C.S. §13A01 et seq.) regardless of the method of award. If this contract was awarded on a Non-bid Basis, Contractor must also comply with the requirements of the *Section 1641 of the Pennsylvania Election Code* (25 P.S.

§3260a).

- (g) When Contractor has reason to believe that any breach of ethical standards as set forth in law, the Governor's Code of Conduct, or these Contractor Integrity Provisions has occurred or may occur, including but not limited to contact by a Commonwealth officer or employee which, if acted upon, would violate such ethical standards, Contractor shall immediately notify the Commonwealth contracting officer or the Office of the State Inspector General in writing.
- (h) Contractor, by submission of its bid or proposal and/or execution of this contract and by the submission of any bills, invoices or requests for payment pursuant to the contract, certifies and represents that it has not violated any of these Contractor Integrity Provisions in connection with the submission of the bid or proposal, during any contract negotiations or during the term of the contract, to include any extensions thereof. Contractor shall immediately notify the Commonwealth in writing of any actions for occurrences that would result in a violation of these Contractor Integrity Provisions. Contractor agrees to reimburse the Commonwealth for the reasonable costs of investigation incurred by the Office of the State Inspector General for investigations of the Contractor's compliance with the terms of this or any other agreement between the Contractor and the Commonwealth that results in the suspension or debarment of the Contractor. Contractor shall not be responsible for investigative costs for investigations that do not result in the Contractor's suspension or debarment.
- (i) Contractor shall cooperate with the Office of the State Inspector General in its investigation of any alleged Commonwealth agency or employee breach of ethical standards and any alleged Contractor non-compliance with these Contractor Integrity Provisions. Contractor agrees to make identified Contractor employees available for interviews at reasonable times and places. Contractor, upon the inquiry or request of an Inspector General, shall provide, or if appropriate, make promptly available for inspection or copying, any information of any type or form deemed relevant by the Office of the State Inspector General to Contractor's integrity and compliance with these provisions. Such information may include, but shall not be limited to, Contractor's business or financial records, documents or files of any type or form that refer to or concern this contract. Contractor shall incorporate this paragraph in any agreement, contract or subcontract it enters into in the course of the performance of this contract/agreement solely for the purpose of obtaining subcontractor compliance with this provision. The incorporation of this provision in a subcontract shall not create privity of contract between the Commonwealth and any such subcontractor, and no third party beneficiaries shall be created thereby.
- (j) For violation of any of these Contractor Integrity Provisions, the Commonwealth may terminate this and any other contract with Contractor,

claim liquidated damages in an amount equal to the value of anything received in breach of these Provisions, claim damages for all additional costs and expenses incurred in obtaining another contractor to complete performance under this contract, and debar and suspend Contractor from doing business with the Commonwealth. These rights and remedies are cumulative, and the use or non-use of any one shall not preclude the use of all or any other. These rights and remedies are in addition to those the Commonwealth may have under law, statute, regulation, or otherwise.

27. Responsibility Provisions

- (1) Applicant certifies, for itself and all its subcontractors, that as of the date of its execution of this application, that neither Applicant, nor any subcontractors, nor any suppliers are under suspension or debarment by the Commonwealth or any governmental entity, instrumentality, or authority and, if Applicant cannot so certify, then it agrees to submit, along with the application, a written explanation of why such certification cannot be made.
- (2) Applicant certifies that, as of the date of its execution of this application, it has no tax liabilities or other Commonwealth obligations.
- (3) Applicant's obligations pursuant to these provisions are ongoing from and after the starting date of the project through the termination date thereof. Accordingly, Applicant shall have an obligation to inform PCCD if, at any time during the term of the agreement, it becomes delinquent in the payment of taxes, or other Commonwealth obligations, or if it or any of its subcontractors are suspended or debarred by the Commonwealth, the federal government, or any other state or governmental entity. Such notification shall be made within 15 days of the date of suspension or debarment.
- (4) The failure of Applicant to notify the PCCD of its suspension or debarment by the Commonwealth, any other state, or the federal government shall constitute an event of default of this Subgrant Agreement.
- (5) Applicant agrees to reimburse the Commonwealth for the reasonable costs of investigation incurred by the Office of Inspector General for investigations of Applicant's compliance with the terms of this or any other agreement between Applicant and the Commonwealth, which results in the suspension or debarment of Applicant. Such costs shall include, but not be limited to, salaries of investigators, including overtime, travel and lodging expenses, and expert witness and documentary fees. Applicant will not be responsible for investigative costs for investigations that do not result in its suspension or debarment.
- (6) Applicant may obtain a current list of suspended and debarred Commonwealth Contractors by either searching the internet at <http://www.dgs.state.pa.us/debarment.htm> or contacting the:

Department of General Services
Office of Chief Counsel
603 North Office Building
Harrisburg, Pennsylvania 17125
Telephone: (717) 783-6472
Fax: (717) 787-9138

28. Offset - Applicant agrees that PCCD may set off the amount of any state tax liability or other obligation of the Applicant or its subsidiaries to the Commonwealth against any payments due Applicant under the Subgrant Agreement or under any other contract with the Commonwealth.

29. Publication - Applicant agrees that any publication (written, visual, or sound, but excluding press releases, newsletters, and issue analyses) issued by the Applicant or by any subcontractor describing any portion of the Subgrant Project shall contain the following statement:

"This project was supported by PCCD Subgrant # _____ [refer to page 1 of application for number], awarded by the Pennsylvania Commission on Crime and Delinquency (PCCD). [Add if federal funding is involved: The awarded funds originate with the Office of Justice Programs, U.S. Department of Justice or U.S. Department of Education or U.S. Department of Health and Human Services, as the case might be.] The opinions, findings and conclusions expressed within this publication/program/exhibition are those of the author(s) and do not necessarily reflect the views of PCCD [or the applicable federal agency]."

Applicant also agrees that two copies of any such publication will be submitted to PCCD to be placed on file and distributed as appropriate to other potential grantees or interested parties.

30. Paid Media Advertising – Applicant agrees to comply with Act 90 of 2015, also known as the Taxpayer-Funded Advertising Transparency Act. Act 90 of 2015 requires that paid media advertising include a statement that it is funded, in whole or in part, by the Commonwealth of Pennsylvania General Fund and include the following specific statement: "Paid for with Pennsylvania taxpayer dollars." In the case of print advertising, the statement shall be included so that it is easily seen and read. In the case of broadcast advertising, the statement shall be included as an audio tagline so that it is easily heard. The term "media advertising" includes broadcast advertising and print advertising. The term "broadcast advertising" includes television, radio and other audiovisual advertising. The term "print advertising" includes print and electronic newspaper advertising, print and electronic magazine advertising and billboard advertising. Print advertising does not include advertising in the classified section of a newspaper. This condition only applies to state-funded projects.
31. Recovery of Restitution and Penalties - If Applicant is a governmental entity, it represents that it is, and will remain, in compliance with the requirements of 42 Pa.C.S. § 9728, as amended by Act 84 of 1998 (relating to restitution collection and allocation to victims), and

with obligations under the Crime Victims Act, as set forth at 18 P.S. § 11.1302 (relating to use of restitution to reimburse the Bureau of Victims' Services for its award of compensation) and at 18 P.S. § 11.1101 (relating to collection of costs to be paid into the Crime Victim's Compensation Fund and the Victim Witness Services Fund).

32. Hold Harmless - Applicant shall be responsible for and agrees to indemnify and hold harmless PCCD and the Commonwealth from injury to any person or damages to property and any other losses, damages, expenses, claims, demands, suits and actions by any party against PCCD and the Commonwealth in connection with the Subgrant Project.
33. Applicable Law - The Subgrant Agreement shall be governed by and interpreted and enforced in accordance with the laws of the Commonwealth of Pennsylvania (without regard to any conflict of laws provisions) and the decisions of the Pennsylvania courts. The Applicant consents to the jurisdiction of any court of the Commonwealth of Pennsylvania and any federal courts in Pennsylvania, waiving any claim or defense that such forum is not convenient or proper. The Applicant agrees that any such court shall have personal jurisdiction over it, and consents to service of process in any manner authorized by Pennsylvania law.
34. Other Laws and Regulations -Applicant shall comply with the current requirements of all applicable federal, state or local laws and regulations.

ADDITIONAL TERMS FOR PROJECTS USING FEDERAL FUNDS

35. Federal Anti-Discrimination Provisions - Applicant assures and certifies that it will not discriminate, engage in harassment or retaliate on the basis of race, color, religion, national origin (including limited English proficiency), age, sex or disability. In addition to these, if Applicant receives funds from the Office of Violence Against Women (OVW) or under the Violence Against Women Act (VAWA) of 1994, as amended, it further certifies that it will not discriminate, engage in harassment or retaliate on the basis of sexual orientation or gender identity. Specifically:
 - (1) Applicant will comply, and all its subcontractors will comply, with the non-discrimination requirements of the Civil Rights Act of 1964 (42 U.S.C. § 2000d); the Indian Civil Rights Act (25 U.S.C. §§ 1301-1303); the Rehabilitation Act of 1973 (29 U.S.C. § 794); the Americans with Disabilities Act of 1990 (42 U.S.C. §§ 12131-34); the Education Amendments of 1972 20 U.S.C. §§ 1681, 1683, 1685-86); the Age Discrimination Act of 1975 (42 U.S.C. §§ 6101-07); and any other applicable federal nondiscrimination statutes and regulations.
 - (2) For a subgrant of funds from programs administered by the U.S. Department of Justice—
 - (a) Applicant will comply, and all of its contractors will comply, with any applicable nondiscrimination provisions which may include the Omnibus Crime Control and Safe Streets Act of 1968 (34 U.S.C. §§ 10228(c) and 10221(A); the Victims of Crime Act (34 U.S.C. § 20110(e)); the Juvenile

Justice and Delinquency Prevention Act of 2002 (34 U.S.C. § 11182(b)); the Violence Against Women Act (34 U.S.C. § 12291(b)(13)). Applicant will also comply with Executive Order 13279., Equal Protection of the Laws for Faith-Based and Community Organizations; Executive Order 13559, Fundamental Principles and Policymaking Criteria for Partnerships with Faith-Based and Other Neighborhood Organizations; and the Department of Justice implementing regulations at 28 C.F.R. Part 38.

- (b) Applicant will not discriminate on the basis of national origin in the delivery of services. National origin discrimination includes discrimination on the basis of limited English proficiency (LEP). Applicants are required to take reasonable steps to ensure that LEP persons have meaningful access to its programs. Meaningful access may entail providing language assistance services, including oral and written translation, where necessary. The U.S. Department of Justice has issued guidance for grantees to assist them in complying with Title VI requirements that may be found at 67 F.R. 41455-41472.
 - (c) In the event a federal or state court or federal or state administrative agency makes a finding of discrimination after a due process hearing on the grounds of race, color, religion, national origin, or sex against a recipient of funds, Applicant will provide a copy of the finding to PCCD for forwarding to the Office for Civil Rights, Office of Justice Programs.
 - (d) Applicant will provide an Equal Employment Opportunity Plan as required by any and all applicable federal laws. Applicant will complete all required EEOP forms and/or certifications as detailed in the Federal Funding Announcement Certifications section of the applicable funding announcement.
- (3) For a subgrant of funds from programs administered by the U.S. Department of Education, Applicant will comply, and all its subcontractors will comply, with the nondiscrimination requirements of 34 C.F.R. Parts 100, 104, 106, and 110 and 45 C.F.R. Part 90 (relating to nondiscrimination on the basis of race, color, national origin, sex, handicap or age).
36. For a subgrant of funds from programs administered by the U.S. Department of Health and Human Services, Applicant will comply, and all its subcontractors will comply, with the nondiscrimination requirements of 45 C.F.R. Parts 80 and 91
37. Federal Funding Accountability and Transparency Act (FFATA)
- (1) Registration and Identification Information

Applicant must maintain current registration in the System for Award Management (SAM) (www.sam.gov) at all times during which they have active federal awards

funded pursuant to this agreement. A Dun and Bradstreet Data Universal Numbering System (DUNS) Number (www.dnb.com) is one of the requirements for registration in the SAM.

Applicant must provide its assigned DUNS number, and DUNS + 4 number if applicable. PCCD will not process this Subgrant Agreement until such time that Applicant provides this information.

(2) Primary Location

Applicant must provide to PCCD the primary location of performance under the award, including the city, State, County, and zip+4. Applicant must provide this information to PCCD along with Applicant's return of the signed grant agreement. PCCD will not process this Subgrant Agreement until such time that the Applicant provides this information.

(3) Compensation of Officers

Applicant must provide to PCCD the names and total compensation of the five most highly compensated officers of the entity if—

- (i) the entity in the preceding fiscal year received—
 - (I) 80 percent or more of its annual gross revenues in Federal awards; and
 - (II) \$25,000,000 or more in annual gross revenues from Federal awards; and
- (ii) the public does not have access to information about the compensation of the senior executives of the entity through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986.

If the Applicant does not meet the conditions listed above, then it must specifically affirm to PCCD that the requirements of this clause are inapplicable to the Applicant.

Applicant must provide information responding to this question along with Applicant's return of the signed Subgrant Agreement. PCCD will not process this Subgrant Agreement until such time that the Applicant provides such information responding to this question.

38. Inspection and Audit – The Applicant must comply with all federal and state grant audit requirements including The Single Audit Act Amendments of 1996; 2 CFR Part 200, as amended; and any other applicable law or regulation, and any amendment to such other applicable law or regulation which may be enacted or promulgated by the federal government.

If the Applicant is a local government or non-profit organization and expends \$750,000 or more in federal awards during its fiscal year, the Applicant is required to provide the appropriate single or program specific audit in accordance with the provisions outlined in 2

CFR Part 200.501. Steps for submission of the audit package are described later in this section.

If the Applicant expends total federal awards of less than the threshold established in 2 CFR 200.501, it is exempt from federal audit requirements for that year, but records must be available for review or audit by appropriate officials (or designees) of the federal agency, Commonwealth, PCCD and Government Accountability Office (GAO).

If the Applicant is a for-profit entity, it is not subject to the auditing and reporting requirements of 2 CFR Part 200, Subpart F – Audit Requirements (Subpart F). However, PCCD may establish additional requirements, as necessary, to ensure compliance by for-profit Applicants. Methods to ensure compliance for federal awards made to for-profit Applicants may include pre-award audits, monitoring during the Subgrant Agreement and post-award audits. The post-award audits may be in the form of a financial audit in accordance with *Government Auditing Standards*, a single audit report or program-specific audit report in accordance with *Subpart F*. PCCD will communicate any special compliance requirements directly to for-profit Applicants.

ADDITIONAL POTENTIAL COMPONENTS OF THE SINGLE AUDIT REPORTING PACKAGE
In instances where a federal program-specific audit guide is available, the audit report package for a program-specific audit may be different and should be prepared in accordance with the audit guide, Government Auditing Standards, and *Subpart F*.

In addition to the requirements of *Subpart F*, PCCD may require that the single audit reporting packages include additional components in the SEFA, or supplemental schedules, as identified through the Subgrant Agreement.

Instructions and information regarding submission of the single audit/program-specific audit reporting package are available to the public on Single Audit Submissions page of the Office of the Budget website (<http://www.budget.pa.gov>). The reporting package must be submitted electronically in single Portable Document Format (PDF) file to RA-BOASingleAudit@pa.gov.

STEPS FOR SUBMISSION

The Applicant's submission responsibilities are as follows:

- (1) Submit the Single Audit or Program-Specific Audit Report to the Federal Audit Clearinghouse (FAC) and receive an email confirmation of receipt from the FAC.
- (2) Complete the Single Audit/Program Specific Audit Reporting Checklist to ensure your package contains all required elements. A fill-in version of the checklist can be found on the Commonwealth's Bureau of Audits (BOA) website at <http://www.budget.pa.gov/Documents/single-audit-checklist.pdf>.
- (3) Email the FAC confirmation of receipt, a certified copy of the data collection form, and the completed Checklist (PDF) to RA-BOASingleAudit@pa.gov. The subject line of

the email must identify the exact name on the Single Audit or Program-Specific Audit Reporting Package and the period end date pertaining to the reporting package.

- (4) The Applicant will receive an email from BOA confirming the receipt of the FAC's confirmation, the certified copy of the data collection form, and the completed Checklist.

AUDIT OVERSIGHT PROVISIONS

The Applicant is responsible for obtaining the necessary audit and securing the services of a certified public accountant or other independent governmental auditor.

PCCD reserves the right for federal and state agencies or their authorized representatives to perform additional audits of a financial or performance nature, if deemed necessary by PCCD, Commonwealth or federal agencies. Any such additional audit work will rely on work already performed by the Applicant's auditor and the costs for any additional work performed by the federal or state agencies will be borne by those agencies at no additional expense to the Applicant.

Audit documentation and audit reports must be retained by the Applicant's auditor for a minimum of five years from the date of issuance of the audit report, unless the Applicant's auditor is notified in writing by the Commonwealth, the cognizant federal agency for audit, or the oversight federal agency for audit to extend the retention period. Audit documentation will be made available upon request to authorized representatives of the Commonwealth, the cognizant federal agency for audit, the oversight federal agency for audit, the federal funding agency, or the Government Accountability Office.

Please note, audits not required by 2 CFR Part 200 are not chargeable to federal programs/subgrants.

39. Interest Earned

- (1) Applicant agrees to minimize the time elapsing between the transfer and disbursement of funds.
- (2) The Applicant shall account for interest earned on federal funds. Interest earned amounts up to \$500 per year may be retained by the Applicant for administrative expense. Any additional interest earned on PCCD Subgrant funds must be returned to PCCD for return to the federal government or State Treasury.
- (3) If Applicant is a recipient of Byrne Justice Assistance Grant (JAG) funds, it shall account for and report as project income any interest earned on those funds.

40. Procurement - For procurements of goods and services having an aggregate value of \$500,000 or more, Applicant agrees to adhere to the requirements listed below before utilizing any Subgrant Project funds to finance the acquisition of goods or services:

- (1) Will specify in any announcement for the awarding of contract(s) for the procurement of goods and services the amount of federal funds that will be used to finance the acquisition; and
 - (2) Will express the amount announced pursuant to the above paragraph as a percentage of the total cost of the planned acquisition.
41. Consultants - A contractual arrangement for consulting services shall be in writing and consistent with the Applicant's usual practices and policies for obtaining such services. Compensation for individual consultant services should be awarded based upon the reasonableness and consistency of the charges with those for similar services in the market place. In addition, the maximum rate for consultants shall be \$650 (excluding travel and subsistence costs) for an eight-hour day. An eight-hour day may include preparation, evaluation, and travel time in addition to the time required for actual performance. A request for compensation for over \$650 per day requires prior approval by PCCD based upon additional justification.
42. Information Systems - With regard to programs related to criminal justice information systems, Applicant agrees to make adequate provisions for system security, the protection of individual privacy and the integrity and accuracy of data collection. Applicant further agrees that:
 - (1) It shall make all computer software produced under this subgrant available to PCCD and the federal/state government for transfer to authorized users in the criminal justice community without cost other than that directly associated with the transfer. Systems will be documented in sufficient detail to enable a competent data processing staff to adapt the system, or portions thereof, to usage on a computer of similar size and configuration made by any manufacturer.
 - (2) It shall provide a complete copy of system documentation to PCCD. Documentation will include, but not be limited to, system description, operating instructions, user instructions, program maintenance instructions, input forms, file descriptions, report formats, program listings and flow charts for the system and programs.
 - (3) It shall avail itself, to the maximum extent practicable, of computer software already produced and available without charge.
43. Conflict of Interest - Applicant covenants that neither it, members of its board of directors, its officers or employees will engage in conduct that constitutes a conflict of interest relating to the Subgrant Project. Such conduct shall include using the Subgrant Project for private gain or creating the appearance of such use, or otherwise undermining the confidence of the public in the integrity of PCCD or the federal funding entity. Requests for proposals (RFPs) for bids issued by the Applicant to implement the project shall provide notice to prospective vendors that the federal Organizational Conflict of Interest Guidelines is applicable and that contractors that develop or draft specifications,

requirements, statements of work and/or RFPs for a proposed procurement shall be excluded from bidding or submitting a proposal to compete for the award of such contract.

44. Other Federal Laws and Regulations - In conducting activities under this subgrant, Applicant certifies and assures that it will comply with any federal statutes, regulations, guidelines and documents, if applicable, including but not limited to the following:

- (1) Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards 2 CFR Part 200, Ex. Order 12372 (intergovernmental review of federal programs) and any applicable regulations such as 28 C.F.R. Parts 18, 22, 23, 30, 35, 38, 42, 61 and 63.
- (2) Hatch Political Activity Act, 5 U.S.C. 1501-1508.
- (3) Davis-Bacon Act, 40 U.S.C. §§ 276a to 276a-7, as supplemented by U.S. Department of Labor regulations, 29 C.F.R. Part 5.
- (4) Executive Order 11246 of September 24, 1965 (Equal Employment Opportunity), as amended by Executive Order 11375 of October 13, 1967, and as supplemented in Department of Labor regulations, 41 C.F.R. chapter 60.
- (5) Copeland "Anti-Kickback" Act, 18 U.S.C. § 874 as supplemented in U.S. Department of Labor regulations, 29 C.F.R. Part 3.
- (6) Sections 103 and 107 of the Contract Work Hours and Safety Standards Act, 40 U.S.C. § 327, as supplemented by U.S. Department of Labor regulations, 29 C.F.R. Part 5.
- (7) ALL applicable standards, orders, or requirements issued under section 306 of the Clean Air Act, 42 U.S.C. § 1857(h); Section 508 of the Clean Water Act, 33 U.S.C. § 1368; Executive Order 11738; and Environmental Protection Agency regulations, 40 C.F.R. part 15.
- (8) Mandatory standards and policies relating to energy efficiency that are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act 42 U.S.C. §§ 6321-6327.
- (9) Minimum wage and maximum hours provisions of the Federal Fair Labor Standards Act, 29 U.S.C. Chapter 8.
- (10) Uniform Relocation Assistance and Real Property Acquisition Act of 1970, 42 U.S.C. Chapter 61 (for subgrants to programs that will result in the displacement of persons).
- (11) Regulations concerning the confidentiality of identifiable research and statistical information set forth in 28 C.F.R. Part 22 (for subgrants of funds originating from the U.S. Department of Justice).

- (12) Criminal Intelligence Systems Operating Policies set forth in 28 C.F.R. Part 23 (for subgrants funded under the Omnibus Crime Control and Safe Streets Act of 1968/Drug Control and System Improvement).
- (13) Office of Justice Programs (OJP) Financial Guide pertaining to financial and administrative requirements (for subgrants of funds originating from the U.S. Department of Justice).
- (14) U.S. Department of Health and Human Services regulations pertaining to grant administration (for subgrants of funds originating from the U.S. Department of Health and Human Services).
- (15) U. S. Education Department General Administrative Regulations (EDGAR) pertaining to financial and administrative requirements (for subgrants of funds originating from the U.S. Department of Education).

45. National Environmental Policy Act Compliance—

- (1) Applicant assures that it will assist PCCD and the sponsoring federal agency in complying with the National Environmental Policy Act (NEPA) and related federal requirements for environmental-impact analyses. Accordingly, prior to obligating subgrant funds, Applicant agrees to first determine if any of the following activities will be related to the use of the subgrant funds. Applicant understands that this special condition applies to its following new activities whether or not they are being specifically funded with the subgrant funds. That is, as long as the following activity is being conducted by Applicant or any third party and the activity needs to be undertaken in order to use the subgrant funds, this condition must first be met. The activities covered by this condition are one or more of the following:
 - (a) New construction;
 - (b) Minor renovation or remodeling of a property either (i) listed on the National Register of Historic Places or (ii) located within a 100-year flood plain;
 - (c) A renovation, lease, or any proposed use of a building or facility that will either (i) result in a change in its basic prior use or (ii) significantly change its size; or
 - (d) Implementation of a new program involving the use of chemicals other than chemicals that are (i) purchased as an incidental component of a funded activity and (ii) traditionally used, for example, in office, household, recreational, or education environments.
- (2) Application of this condition to Applicant's existing programs or activities: for any of Applicant's existing programs or activities that will be funded by the Subgrant

Project funds, the Applicant, upon specific request of the U.S. Department of Justice (DOJ), agrees to cooperate with DOJ in any preparation by DOJ of a national or program environmental assessment of that funded program or activity.

- (3) Applicant will comply with all requirements established to avoid or mitigate adverse environmental effects upon its properties.

46. Mitigation of Health, Safety and Environmental Risks —

- (1) General Requirement: Applicant agrees to comply with Federal, State, and local environmental, health, and safety laws and regulations applicable to the investigation and closure of clandestine methamphetamine laboratories and the removal and the disposal of the chemicals, equipment, and wastes used in or resulting from the operations of these laboratories.
- (2) Specific Requirements: Applicant understands and agrees that any program or initiative involving either the identification, seizure, or closure of clandestine methamphetamine laboratories, can result in adverse health, safety, and environmental impacts to:
 - (a) the law enforcement and other governmental personnel involved;
 - (b) any residents, occupants, users, and neighbors of the site of a seized clandestine laboratory;
 - (c) the seized laboratory site's immediate and surrounding environment; and
 - (d) the immediate and surrounding environment of the site(s) where any remaining chemicals, equipment, and wastes from a seized laboratory's operations are placed or come to rest.

47. Historic Places - Applicant assures that it will assist PCCD and the sponsoring federal agency in its compliance with Section 106 of the National Historic Preservation Act of 1966 as amended (16 U.S.C. § 470), Executive Order 11593, and the Archeological and Historical Preservation Act of 1996 (16 U.S.C. § 469a-1) by:

- (1) Consulting with the State Historic Preservation Officer on the conduct of investigations, as necessary, to identify properties listed in or eligible for inclusion in the National Register of Historic places that are subject to adverse effects by the activity and notifying PCCD of the existence of any such properties; and
- (2) Complying with all requirements established to avoid or mitigate the adverse effects upon such properties.

48. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion

- (1) Applicant certifies by submission of this proposal that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, sentenced to a denial of federal benefits by a State or Federal court, or voluntarily excluded from participation in this transaction by any federal department or agency.
 - (2) Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property.
 - (3) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph 45 (2) below.
 - (4) Have not within a three-year period preceding this proposal had one or more public transactions (Federal, State or local) terminated for cause or default.
 - (5) If Applicant is unable to certify to any of the statements in this certification, it shall attach an explanation to this proposal.
49. Certification Regarding Lobbying - Applicant, if requesting or receiving federal funds exceeding \$100,000, certifies 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 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, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S. Code § 1352. 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.

50. Certification Regarding Drug-Free Workplace (for Applicant that is a state agency) - Applicant certifies that it will or will continue to provide a drug-free workplace by:

- (1) Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the Applicant's workplace and specifying the actions that will be taken against employees for violation of such prohibition.
- (2) Establishing an ongoing drug-free awareness program to inform employees about:
 - (a) the dangers of drug abuse in the workplace;
 - (b) the Applicant's policy of maintaining a drug-free workplace;
 - (c) any available drug counseling, rehabilitation, and employee assistance programs; and
 - (d) the penalties that may be imposed upon employees for drug abuse violations occurring in the workplace.
- (3) Making it a requirement that each employee to be engaged in the performance of the Subgrant Agreement be given a copy of the statement required by subparagraph (1).
- (4) Notifying the employee in the statement required by subparagraph (1) that, as a condition of employment under the grant, the employee will—
 - (a) Abide by the terms of the statement; and
 - (b) Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction.
- (5) Notifying the agency in writing within ten calendar days after receiving notice under paragraph (d)(2) from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to every grant officer or other designee on whose grant activity the convicted employee was working, unless the federal agency has designated a central point for the receipt of such notices. Notice shall include the identification number(s) of each affected Subgrant Agreement.

- (6) Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph (4)(b), with respect to any employee who is so convicted—
 - (a) Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or
 - (b) Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a federal, state, or local health, law enforcement, or other appropriate agency.
 - (7) Making a good faith effort to continue to maintain a drug-free workplace through implementation of subparagraphs (1) through (6).
51. Certification of Non-Supplantation - By submitting an application to PCCD and accepting funds disbursed pursuant to the Subgrant Agreement, the Applicant certifies that the requested federal funds:
- (1) Will not be used to supplant or replace state or local funds already allocated.
 - (2) Will be used to fund new projects, or expand or enhance existing projects.