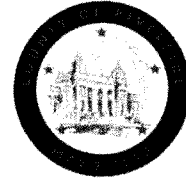


SUBMITTAL TO THE BOARD OF SUPERVISORS  
COUNTY OF RIVERSIDE, STATE OF CALIFORNIA



ITEM  
3.19  
(ID # 6624)

**MEETING DATE:**

Tuesday, April 10, 2018

**FROM :** ENVIRONMENTAL HEALTH:

**SUBJECT:** ENVIRONMENTAL HEALTH: Approve the Standard Agreement with the California Department of Education Summer Food Service Program and the Riverside County Department of Environmental Health for Health and Sanitation Inspections, All Districts. [\$19,764 - State Funds 100%]

**RECOMMENDED MOTION:** That the Board of Supervisors:

1. Approve Agreement CN170410 with the California Department of Education, Summer Food Service Program and the Riverside County Department of Environmental Health for the period of June 15, 2018 through September 14, 2018; and
2. Authorize the Director of Environmental Health to execute the Agreement on behalf of the County; and
3. Authorize the Director of Environmental Health to execute the Federal Requirement and Federal Assurances Certifications on behalf of the County.

**ACTION:** Policy

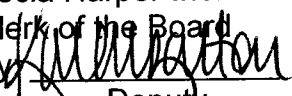
  
Steve van Stockum, Director Environmental Health 3/15/2018

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**MINUTES OF THE BOARD OF SUPERVISORS**

On motion of Supervisor Jeffries, seconded by Supervisor Perez and duly carried by unanimous vote, IT WAS ORDERED that the above matter is approved as recommended.

Ayes: Jeffries, Tavaglione, Washington, Perez and Ashley  
Nays: None  
Absent: None  
Date: April 10, 2018  
xc: Environmental Health

Kecia Harper-Ihem  
Clerk of the Board  
By   
Deputy

**SUBMITTAL TO THE BOARD OF SUPERVISORS COUNTY OF RIVERSIDE,  
STATE OF CALIFORNIA**

| <b>FINANCIAL DATA</b>  | <b>Current Fiscal Year:</b> | <b>Next Fiscal Year:</b> | <b>Total Cost:</b>            | <b>Ongoing Cost</b> |
|--|-----------------------------|--------------------------|-------------------------------|---------------------|
| <b>COST</b>  | \$ 0                        | \$ 19,764                | \$ 19,764                     | \$ 0                |
| <b>NET COUNTY COST</b>   | \$ 0                        | \$ 0                     | \$ 0                          | \$ 0                |
| <b>SOURCE OF FUNDS:</b> Contract for 100% State reimbursement. |                             |                          | <b>Budget Adjustment:</b> No  |                     |
|  |                             |                          | <b>For Fiscal Year:</b> 18/19 |                     |

**C.E.O. RECOMMENDATION:** Approve

**BACKGROUND:**

**Summary**

The Summer Food Service Program (SFSP) is an annual State funded program to feed children during the months of June through September. The California Department of Education contracts with the Department of Environmental Health to administer health and safety inspections. The Department of Environmental Health will inspect and provide reports to the SFSP sponsors and to the California Department of Education. (Agreement and Scope of Work Attached).

**Impact on Residents and Businesses**

The Department of Environmental Health is responsible for maintaining public safety; these services will help to ensure safe food handling and prevent illness to those utilizing the services.

**Additional Fiscal Information**

The services provided by the County through this agreement, effective through September 14, 2018, will be billed to and paid by the California Department of Education.

**Contract History and Price Reasonableness**

This contract is entered into annually.

**ATTACHMENT:**

California Department of Education - Agreement Number: CN170410



**CALIFORNIA DEPARTMENT  
OF EDUCATION**

**TOM TORLAKSON**  
STATE SUPERINTENDENT OF  
PUBLIC INSTRUCTION

1430 N STREET, SACRAMENTO, CA 95814-5901 • 916-319-0800 • WWW.CDE.CA.GOV

March 12, 2018

Keith Jones, Deputy Director  
Riverside County Department of Environmental Health  
4065 County Circle Dr., Suite 104  
Riverside, CA 92503

Subject: CN170410

Dear Keith Jones:

Please complete the following checked item(s) and return for further processing to:

**Contracts, Purchasing and Conference Services  
California Department of Education  
1430 N Street, Suite 1802  
Sacramento, CA 95814-5901**

Please note the General Terms and Conditions for Standard Agreements (GTC) are available on the Internet at [www.dgs.ca.gov/ols/Resources/StandardContractLanguage.aspx](http://www.dgs.ca.gov/ols/Resources/StandardContractLanguage.aspx). However, if you do not have Internet capabilities, you may request a hard copy by contacting the office listed above.

STD 213 Standard Agreement with attached exhibits. Sign the first page of the Standard Agreement package (STD 213) and the additional three single STD 213s.

Complete and sign the Federal Requirement/Federal Assurances Certifications.

This Agreement cannot be considered binding on either party until approved by appropriate authorized state agencies. No services should be provided prior to approval, as the State is not obligated to make any payments on any agreement prior to final approval. Expedious handling of this Agreement is appreciated. For inquiries regarding this Agreement, **please contact the California Department of Education, Contracts, Purchasing and Conference Services, at (916) 322-3050.**

Sincerely,

Jaymi Brown, Manager  
Contracts, Purchasing, and Conference Services

JB:js  
Attachment(s)

STATE OF CALIFORNIA  
**STANDARD AGREEMENT**  
 STD 213 (Rev 06/03)

|                                     |
|-------------------------------------|
| AGREEMENT NUMBER<br><b>CN170410</b> |
| REGISTRATION NUMBER                 |

- This Agreement is entered into between the State Agency and the Contractor named below:
 

|                     |  |
|---------------------|--|
| STATE AGENCY'S NAME | California Department of Education                         |
| CONTRACTOR'S NAME   | <b>Riverside County Department of Environmental Health</b> |
- The term of this Agreement is: June 15, 2018 through September 14, 2018
- The maximum amount of this Agreement is: \$ 19,764.00  
 Nineteen thousand seven hundred sixty four dollars and zero cents.
- The parties agree to comply with the terms and conditions of the following exhibits which are by this reference made a part of the Agreement.
 

|  |             |
|--|-------------|
| Exhibit A – Scope of Work  | 2 page(s)   |
| Exhibit B – Budget Detail and Payment Provisions   | 3 page(s)   |
| Exhibit C* – General Terms and Conditions  | GTC 04/2017 |
| Check mark one item below as Exhibit D:  |             |
| <input checked="" type="checkbox"/> Exhibit - D Special Terms and Conditions (Attached hereto as part of this agreement) | 1 page(s)   |
| <input type="checkbox"/> Exhibit - D* Special Terms and Conditions   |             |
| Exhibit E – Additional Provisions  | 1 page(s)   |

Items shown with an Asterisk (\*), are hereby incorporated by reference and made part of this agreement as if attached hereto. These documents can be viewed at [www.dgs.ca.gov/ols/Resources/StandardContractLanguage.aspx](http://www.dgs.ca.gov/ols/Resources/StandardContractLanguage.aspx)

IN WITNESS WHEREOF, this Agreement has been executed by the parties hereto.

|  |   |                           |
|--|---|---------------------------|
| <b>CONTRACTOR</b>  | <b>California Department of General Services Use Only</b> |                           |
| CONTRACTOR'S NAME (if other than an individual, state whether a corporation, partnership, etc.)<br>Riverside County Department of Environmental Health |   |                           |
| BY (Authorized Signature)<br>  |   | DATE SIGNED (Do not type) |
| PRINTED NAME AND TITLE OF PERSON SIGNING   |   |                           |
| ADDRESS<br>4065 County Circle Dr., Suite 104<br>Riverside, CA 92503  |   |                           |
| <b>STATE OF CALIFORNIA</b>   |   |                           |
| AGENCY NAME<br>California Department of Education  |   |                           |
| BY (Authorized Signature)<br>  |   | DATE SIGNED (Do not type) |
| PRINTED NAME AND TITLE OF PERSON SIGNING<br>Valarie Bliss, Director, Personnel Services Division   |   |                           |
| ADDRESS<br>1430 N Street, Room 1802, Sacramento, CA 95814  |   |                           |

Exempt per:

STATE OF CALIFORNIA  
**STANDARD AGREEMENT**  
 STD 213 (Rev 06/03)

|                                     |
|-------------------------------------|
| AGREEMENT NUMBER<br><b>CN170410</b> |
| REGISTRATION NUMBER                 |

1. This Agreement is entered into between the State Agency and the Contractor named below:
- STATE AGENCY'S NAME  
 California Department of Education
- CONTRACTOR'S NAME  
 Riverside County Department of Environmental Health
2. The term of this Agreement is: June 15, 2018 through September 14, 2018
3. The maximum amount of this Agreement is: \$ 19,764.00  
 Nineteen thousand seven hundred sixty four dollars and zero cents.

4. The parties agree to comply with the terms and conditions of the following exhibits which are by this reference made a part of the Agreement.
- |  |             |
|--|-------------|
| Exhibit A – Scope of Work  | 2 page(s)   |
| Exhibit B – Budget Detail and Payment Provisions   | 3 page(s)   |
| Exhibit C* – General Terms and Conditions  | GTC 04/2017 |
| Check mark one item below as Exhibit D:  |             |
| <input checked="" type="checkbox"/> Exhibit - D Special Terms and Conditions (Attached hereto as part of this agreement) | 1 page(s)   |
| <input type="checkbox"/> Exhibit - D* Special Terms and Conditions   |             |
| Exhibit E – Additional Provisions  | 1 page(s)   |

Items shown with an Asterisk (\*), are hereby incorporated by reference and made part of this agreement as if attached hereto. These documents can be viewed at [www.dgs.ca.gov/ols/Resources/StandardContractLanguage.aspx](http://www.dgs.ca.gov/ols/Resources/StandardContractLanguage.aspx)

IN WITNESS WHEREOF, this Agreement has been executed by the parties hereto.



|  |                           |  |
|--|---------------------------|--|
| <b>CONTRACTOR</b>  |                           | California Department of General Services Use Only |
| CONTRACTOR'S NAME (if other than an individual, state whether a corporation, partnership, etc.)<br>Riverside County Department of Environmental Health |                           |  |
| BY (Authorized Signature)<br>                                       | DATE SIGNED (Do not type) |  |
| PRINTED NAME AND TITLE OF PERSON SIGNING   |                           |  |
| ADDRESS<br>4065 County Circle Dr., Suite 104<br>Riverside, CA 92503  |                           |  |
| <b>STATE OF CALIFORNIA</b>   |                           |  |
| AGENCY NAME<br>California Department of Education  |                           | <input type="checkbox"/> Exempt per:               |
| BY (Authorized Signature)<br>                                       | DATE SIGNED (Do not type) |  |
| PRINTED NAME AND TITLE OF PERSON SIGNING<br>Valarie Bliss, Director, Personnel Services Division   |                           |  |
| ADDRESS<br>1430 N Street, Room 1802, Sacramento, CA 95814  |                           |  |

EXHIBIT A

SCOPE OF WORK

I. GENERAL SCOPE:

The Contractor will provide health and sanitation inspections of the food service operations for the Summer Food Service Program (SFSP) located within its jurisdiction, as described herein.

II. CONTRACT MONITORS:

The CDE assigns **Barbara Hedges**, [bhedges@cde.ca.gov](mailto:bhedges@cde.ca.gov), (916) 327-6071, as the State Contract Monitor to oversee this project. Said State Contract Monitor is not authorized by the State to make any commitments or make any changes which will affect the price, terms or conditions of this agreement without a formal contract amendment.

The Contractor assigns **Keith Jones**, [kjones@rivco.org](mailto:kjones@rivco.org), (951) 358-5172, as the Contractor Contract Monitor to oversee this project. Said Contractor Contract Monitor is not authorized by the State to make any commitments or make any changes which will affect the price, terms, or conditions of this agreement without a formal contract amendment.

## EXHIBIT A

### Scope of Work

**Contractor's Responsibility:** The Contractor, Riverside County Department of Environmental Health, will provide health and sanitation inspections of the food service operations for the Summer Food Service Program (SFSP) located within its jurisdiction. These inspections will be conducted in accordance with state and local environmental health standards. The inspectors will visit food preparation facilities and/or SFSP sites where meals are delivered and eaten. Seamless Summer Option (SSO) sites are not to be included. The inspectors will also observe for safe and sanitary food handling techniques as well as proper storage of food, including leftovers. Equipment used in the transporting and delivery of meals will be tested for temperature and damage control. The inspectors will confirm program operating dates and times before visiting the sites. The inspectors will provide legible, written inspection reports to the SFSP program sponsors and to the California Department of Education (CDE). The inspectors shall furnish all labor and material to perform the inspection services.

**The Department of Education's Responsibility:** The CDE will direct each sponsor participating in the SFSP to notify its respective health department of the agency's participation in the program and the location of each of its site and/or food preparation facility.

Contractor will provide a total of up to 108 inspections for a total amount not to exceed \$19,764.00. Due to time constraints, there will be no amendments to this contract.

The Contractor shall submit all invoices to the CDE no later than September 14, 2018. Invoices received by the CDE after September 14, 2018, may not be paid. The Contractor will not be reimbursed for closed or SSO sites. The Contractor shall submit to the CDE for review copies of all reports generated as a result of the Contractor's inspections. The Contractor shall keep on file all reports for three years following the conclusion of the contract. The Contractor shall submit to the CDE a list of all agencies inspected during the contract period and identify which inspections are being billed.



EXHIBIT B

**BUDGET DETAIL AND PAYMENT PROVISIONS**

**I. INVOICING AND PAYMENT:**

For services satisfactorily rendered, and upon receipt and approval of the invoices, the State agrees to compensate the Contractor for actual expenditures incurred in accordance with the rates specified herein, which is attached hereto and made a part of this agreement.

Invoices shall include the **Agreement Number CN170410** and shall be submitted at the end of the contract period to:

California Department of Education  
Nutrition Services Division  
1430 N Street, Suite 4503  
Sacramento, CA 95814  
Attention: Barbara Hedges

**II. PAYMENT:**

Payment will be made in accordance with, and within the time specified in, Government Code Chapter 4.5, commencing with Section 927.

**III. BUDGET CONTINGENCY CLAUSE (Rev. 9/12):**

- A. It is mutually understood between the parties that this Agreement may have been written before ascertaining the availability of congressional or legislative appropriation of funds, for the mutual benefit of both parties in order to avoid program and fiscal delays that would occur if the Agreement were executed after that determination was made.
- B. This Agreement is valid and enforceable only if sufficient funds are made available to the State by the United States Government or the California State Legislature for the purpose of this program. In addition, this Agreement is subject to any additional restrictions, limitations, conditions, or any statute enacted by the Congress or the State Legislature that may affect the provisions, terms or funding of this Agreement in any manner.
- C. It is mutually agreed that if the Congress or the State Legislature does not appropriate sufficient funds for the program, this Agreement shall be amended to reflect any reduction in funds.
- D. Pursuant to GC, Section 927.13, no late payment penalty shall accrue during any time period for which there is no Budget Act in effect, nor on any payment or refund that is the result of a federally mandated program or that is directly dependent upon the receipt of federal funds by a state agency.
- E. CDE has the option to terminate the Agreement under the 30-day termination clause or to amend the Agreement to reflect any reduction in funds.

**IV. TRAVEL (If applicable):**

All travel costs shall be reimbursed at rates not to exceed those established for CDE's nonrepresented employees, computed in accordance with and allowable pursuant to applicable California Department of Human Resources regulations.

## Exhibit B Budget Detail

Riverside County Department of Environmental Health,

Contractor will provide up to 108 inspections not to exceed the total budget amounts below.

| Inspections to be conducted: <b>June 15, 2018—June 30, 2018</b> |                         |                    |
|---|-------------------------|--------------------|
| Type of Site  | Fee Per Site Inspection | Total Amount       |
| Vended Feeding Sites  | \$183.00/inspection     |                    |
| On-site Preparation Sites                                       | \$183.00/inspection     |                    |
| Meal Preparation Facilities                                     | \$183.00/inspection     |                    |
| <b>Total Amount</b>   |                         | <b>\$15,189.00</b> |

| Inspections to be conducted: <b>July 1, 2018—September 14, 2018</b> |                         |                    |
|---|-------------------------|--------------------|
| Type of Site  | Fee Per Site Inspection | Total Amount       |
| Vended Feeding Sites  | \$183.00/inspection     |                    |
| On-site Preparation Sites   | \$183.00/inspection     |                    |
| Meal Preparation Facilities   | \$183.00/inspection     |                    |
| <b>Total Amount</b>   |                         | <b>\$4,575.00</b>  |
| <b>Contract Total*</b>  |                         | <b>\$19,764.00</b> |

\*Contract Total not to exceed \$19,764.00.

EXHIBIT D

SPECIAL TERMS & CONDITIONS

I. RESOLUTION OF DISPUTES:

If the Contractor disputes any action by the CDE Contract Monitor arising under or out of the performance of this contract, the Contractor shall notify the CDE Contract Monitor of the dispute in writing and request a claims decision. The CDE Contract Monitor shall issue a decision within 30 days of the Contractor's notice. If the Contractor disagrees with the CDE Contract Monitor's claims decision, the Contractor shall submit a formal claim to the Superintendent of Public Instruction or the Superintendent's designee. The decision of the Superintendent shall be final and conclusive on the claim unless the decision is arbitrary, capricious, or grossly erroneous or if any determination of fact is unsupported by substantial evidence. The decision may encompass facts, interpretations of the contract, and determinations or applications of law. The decision shall be in writing following an opportunity for the Contractor to present oral or documentary evidence and arguments in support of the claim. The Contractor shall continue with the responsibilities under this Agreement during any dispute.

II. RIGHT TO TERMINATE:

The State reserves the right to terminate this agreement subject to 30 days written notice to the Contractor. Contractor may submit a written request to terminate this agreement only if the State should substantially fail to perform its responsibilities as provided herein.

However, the agreement can be immediately terminated for cause. The term "for cause" shall mean that the Contractor fails to meet the terms, conditions, and/or responsibilities of the contract. In this instance, the contract termination shall be effective as of the date indicated on the State's notification to the Contractor.

This agreement may be suspended or cancelled without notice, at the option of the Contractor, if the Contractor or State's premises or equipment are destroyed by fire or other catastrophe, or so substantially damaged that it is impractical to continue service, or in the event the Contractor is unable to render services as a result of any action by any governmental authority.

EXHIBIT E

ADDITIONAL PROVISIONS

I. COMPUTER SOFTWARE COPYRIGHT COMPLIANCE:

By signing this agreement, the Contractor certifies that it has appropriate systems and controls in place to ensure that State funds will not be used in the performance of this contract for the acquisition, operation or maintenance of computer software in violation of copyright laws.

II. CONTRACTS FUNDED BY THE FEDERAL GOVERNMENT:

It is mutually understood between the parties that this contract may have been written before ascertaining the availability of congressional appropriation of funds, for the mutual benefit of both parties, in order to avoid program and fiscal delays which would occur if the contract were executed after that determination was made.

This contract is valid and enforceable only if sufficient funds are made available to the State by the United States Government for Fiscal Year(s) covered by this agreement for the purposes of this program. In addition, this contract is subject to any additional restrictions, limitations, or conditions enacted by the Congress or any statute enacted by the Congress, which may affect the provisions, terms, or funding of this contract in any manner.

It is mutually agreed that if Congress does not appropriate sufficient funds for the program, this contract shall be amended to reflect any reduction in funds.

The CDE has the option to void the contract under the 30-day cancellation clause or to amend the contract to reflect any reduction of funds.

The recipient shall comply with the reporting requirements set forth in *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards*, 2 CFR Part 200.

**ASSURANCES - NON-CONSTRUCTION PROGRAMS**

Public reporting burden for this collection of information is estimated to average 15 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0040), Washington, DC 20503.

**PLEASE DO NOT RETURN YOUR COMPLETED FORM TO THE OFFICE OF MANAGEMENT AND BUDGET. SEND IT TO THE ADDRESS PROVIDED BY THE SPONSORING AGENCY.**

**NOTE:** Certain of these assurances may not be applicable to your project or program. If you have questions, please contact the awarding agency. Further, certain Federal awarding agencies may require applicants to certify to additional assurances. If such is the case, you will be notified.

As the duly authorized representative of the applicant, I certify that the applicant:

1. Has the legal authority to apply for Federal assistance and the institutional, managerial and financial capability (including funds sufficient to pay the non-Federal share of project cost) to ensure proper planning, management and completion of the project described in this application.
2. 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; and will establish a proper accounting system in accordance with generally accepted accounting standards or agency directives.
3. Will establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest, or personal gain.
4. Will initiate and complete the work within the applicable time frame after receipt of approval of the awarding agency.
5. Will comply with the Intergovernmental Personnel Act of 1970 (42 U.S.C. §§4728-4763) relating to prescribed standards for merit systems for programs funded under one of the 19 statutes or regulations specified in Appendix A of OPM's Standards for a Merit System of Personnel Administration (5 C.F.R. 900, Subpart F).
6. Will comply with all Federal statutes relating to nondiscrimination. These include but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race, color or national origin; (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §§1681-1683, and 1685-1686), which prohibits discrimination on the basis of sex; (c) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. §794), which prohibits discrimination on the basis of handicaps; (d) the Age Discrimination Act of 1975, as amended (42 U.S.C. §§6101-6107), which prohibits discrimination on the basis of age; (e) the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse; (f) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism; (g) §§523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. §§290 dd-3 and 290 ee-3), as amended, relating to confidentiality of alcohol and drug abuse patient records; (h) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§3601 et seq.), as amended, relating to nondiscrimination in the sale, rental or financing of housing; (i) any other nondiscrimination provisions in the specific statute(s) under which application for Federal assistance is being made; and, (j) the requirements of any other nondiscrimination statute(s) which may apply to the application.
7. Will comply, or has already complied, with the requirements of Titles II and III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (P.L. 91-646) which provide for fair and equitable treatment of persons displaced or whose property is acquired as a result of Federal or federally-assisted programs. These requirements apply to all interests in real property acquired for project purposes regardless of Federal participation in purchases.
8. Will comply, as applicable, with provisions of the Hatch Act (5 U.S.C. §§1501-1508 and 7324-7328) which limit the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.

9. Will comply, as applicable, with the provisions of the Davis-Bacon Act (40 U.S.C. §§276a to 276a-7), the Copeland Act (40 U.S.C. §276c and 18 U.S.C. §874), and the Contract Work Hours and Safety Standards Act (40 U.S.C. §§327-333), regarding labor standards for federally-assisted construction subagreements.
10. Will comply, if applicable, with flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973 (P.L. 93-234) which requires recipients in a special flood hazard area to participate in the program and to purchase flood insurance if the total cost of insurable construction and acquisition is \$10,000 or more.
11. Will comply with environmental standards which may be prescribed pursuant to the following: (a) institution of environmental quality control measures under the National Environmental Policy Act of 1969 (P.L. 91-190) and Executive Order (EO) 11514; (b) notification of violating facilities pursuant to EO 11738; (c) protection of wetlands pursuant to EO 11990; (d) evaluation of flood hazards in floodplains in accordance with EO 11988; (e) assurance of project consistency with the approved State management program developed under the Coastal Zone Management Act of 1972 (16 U.S.C. §§1451 et seq.); (f) conformity of Federal actions to State (Clean Air) Implementation Plans under Section 176(c) of the Clean Air Act of 1955, as amended (42 U.S.C. §§7401 et seq.); (g) protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended (P.L. 93-523); and, (h) protection of endangered species under the Endangered Species Act of 1973, as amended (P.L. 93-205).
12. Will comply with the Wild and Scenic Rivers Act of 1968 (16 U.S.C. §§1271 et seq.) related to protecting components or potential components of the national wild and scenic rivers system.
13. Will assist the awarding agency in assuring compliance with Section 106 of the National Historic Preservation Act of 1966, as amended (16 U.S.C. §470), EO 11593 (identification and protection of historic properties), and the Archaeological and Historic Preservation Act of 1974 (16 U.S.C. §§469a-1 et seq.).
14. Will comply with P.L. 93-348 regarding the protection of human subjects involved in research, development, and related activities supported by this award of assistance.
15. Will comply with the Laboratory Animal Welfare Act of 1966 (P.L. 89-544, as amended, 7 U.S.C. §§2131 et seq.) pertaining to the care, handling, and treatment of warm blooded animals held for research, teaching, or other activities supported by this award of assistance.
16. Will comply with the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. §§4801 et seq.) which prohibits the use of lead-based paint in construction or rehabilitation of residence structures.
17. Will cause to be performed the required financial and compliance audits in accordance with the Single Audit Act Amendments of 1996 and OMB Circular No. A-133, "Audits of States, Local Governments, and Non-Profit Organizations."
18. Will comply with all applicable requirements of all other Federal laws, executive orders, regulations, and policies governing this program.

|   |                                      |
|---|--------------------------------------|
| SIGNATURE OF AUTHORIZED CERTIFYING OFFICIAL | TITLE                                |
| APPLICANT ORGANIZATION                      | DATE SUBMITTED<br><br>March 12, 2018 |