



July 02, 2009

**AGENCY ADMIN. & FINANCE**  
1000 San Leandro Blvd., Suite 300  
San Leandro, CA 94577  
Tel: (510) 618-3452  
Fax: (510) 351-1367

The Honorable Board of Supervisor  
County Administration Building  
1221 Oak Street  
Oakland, California 94612

Dear Board Members:

**Subject: Approval of a California Department of Education  
Summer Food Service Program  
Contract---Agreement No. C N090085**

**RECOMMENDATION:**

In order to accept a \$14,300.00 contract from the California Department of Education to support the inspection of sites participating in the Federal Summer Food Service Program for the period July 01, 2009 through September 30, 2009, it is recommended that your Board:

1. Approve and accept the enclosed Contract from the California Department of Education;
2. Authorize the President to sign with original signature five (5) copies of the Contract between the County and the State; and
3. Return five (5) signed copies of the Contract to Environmental Health Services for subsequent transmittal to the California Department of Education for signature.

**SUMMARY/DISCUSSION:**

The California Department of Education, Child Nutrition Food Distribution Division, and Summer Food Program Unit administers the United States Department of Agriculture Summer Food Services Program within the State of California. The enclosed agreement with the California Department of Education allows Environmental Health Services to conduct one hundred ten (110) field inspections at a rate of \$130.00 per inspection to ensure that all the feeding sites comply with state and local environmental health standards and statutes. The inspections will include evaluations of their kitchens, food preparation procedures, storage and serving methods, and food handling temperatures. Environmental Health Services provides written inspection reports to the individual program sponsors and the California Department of Education. The inspections will include fifty-five (55) vended feeding sites and fifty-five (55) meal preparation facilities.



CALIFORNIA  
DEPARTMENT OF  
EDUCATION

**JACK O'CONNELL**  
STATE SUPERINTENDENT OF PUBLIC INSTRUCTION

June 29, 2009

Ronald Browder, Chief  
Environmental Protection Division  
Alameda County Department  
1131 Harbor Bay Parkway  
Alameda, CA 94502

Subject: CN090085

Dear Mr. Browder:

In an effort to streamline the way the State of California conducts business, we are in the process of standardizing current contracting procedures and formats. The first step toward achieving this goal is to eliminate unnecessary duplication of agreement language and documentation. You will note that in the new format of the Standard Agreement (STD 213), a copy of the General Terms and Conditions (GTC) is not provided. The GTC are available on the Internet at <http://www.documents.dgs.ca.gov/ols/GTC-307.doc> and may be downloaded and printed for your files. However, if you do not have Internet capabilities, you may request a hard copy by contacting the office listed in the paragraph below.

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. Complete the following item(s) and return to:**

**Contracts, Purchasing, and Conference Services  
California Department of Education  
1430 N Street, Suite 2213  
Sacramento, CA 95814-5901**

Standard Agreement (STD 213) with attached exhibits. Sign the first page of the standard agreement package (STD 213) and the additional three single STD 213s enclosed and return for further processing.

Please initial where stamped on all copies.

Ronald Browder, Chief  
June 29, 2009  
Page 2

Please complete, sign and return the Federal Requirement/Federal Assurances Certification.

Please sign and return the Darfur Act Certification. The CDE cannot obtain final contract approval unless this form is completed.

Please attach one copy of the board resolution/**certified** board minutes or excerpt of board minutes authorizing person to sign in your behalf and approving the agreement.

A copy of your insurance certification which states coverage will not be canceled without 30 days written notice to the State of California, and which also includes the State of California, its officers, agents, and employees as additional insureds.

Contractor Certification Clauses (CCC). The CCC package contains clauses and conditions that may apply to your agreement and to persons doing business with the State of California. The CCC will be kept on file in a central location and must be renewed every three (3) years and updated as changes occur. It is available on the Internet site reference in paragraph one above. Please sign and return the first page of the current CCC. Failure to do so will prohibit the State of California from doing business with your company.

Payee Data Record (STD 204). No payment can be made unless this form is completed and returned.

The attached Agreement is signed on behalf of the California Department of Education (CDE). Continue processing and when approved, return the original to this office.

Sincerely,

*Margie Burke*

Margie Burke, Manager  
Contracts, Purchasing, and Conference Services

MB:kf  
Attachment(s)

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

AGREEMENT NUMBER <b>CN090085</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  
 Alameda County Department of Environmental Health

2. The term of this Agreement is 07/01/09 through 09/30/09

3. The maximum amount of this Agreement is: \$ 14,300.00  
 Fourteen Thousand Three Hundred Dollars and No 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	2 page(s)
Exhibit C* -- General Terms and Conditions	GTC 307
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	2 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.ols.dgs.ca.gov/Standard+Language](http://www.ols.dgs.ca.gov/Standard+Language)

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.) Alameda County Department of Environmental Health		
BY (Authorized Signature) 	DATE SIGNED (Do not type)	
PRINTED NAME AND TITLE OF PERSON SIGNING		
ADDRESS 1131 Harbor Bay Parkway Alameda, CA 94502		
<b>STATE OF CALIFORNIA</b>		
AGENCY NAME California Department of Education		<input type="checkbox"/> Exempt per:
BY (Authorized Signature) 	DATE SIGNED (Do not type)	
PRINTED NAME AND TITLE OF PERSON SIGNING Sharon Taylor, Director, Fiscal and Administrative Services Division		
ADDRESS 1430 N Street, Room 2213, Sacramento, CA 95814		

Approved as to Form  
**RICHARD E. WINNIE, County Counsel**

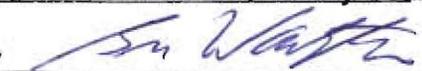
By 

EXHIBIT A

SCOPE OF WORK

I. GENERAL SCOPE:

Contractor will provide health and sanitation inspections within its jurisdiction.

II. PROJECT MONITORS:

The CDE assigns **Mary Ryan-Platt (916) 445-2651** as state project monitor to oversee this project. Said 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 **Ronald Browder (510) 567-6726** as contractor project monitor to oversee this project. Said 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.

III. CONTRACTOR'S RESPONSIBILITIES:

Detailed description of work to be performed and duties of all parties is included herein as part of Exhibit A (Pages 2-2).

## EXHIBIT A

### Scope of Work

**Contractor's Responsibility:** The contractor, Alameda 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 visit food preparation facilities and/or sites where meals are delivered and eaten. 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 provide 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 110 inspections.

The contractor shall submit all invoices to the CDE no later than September 30, 2009. Invoices received by the CDE after September 30, 2009, may not be paid. 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** and shall be submitted at the end of the contract period in duplicate to:

California Department of Education  
Nutrition Services Division  
1430 N Street, Suite 1500  
Sacramento, CA 95814  
Attention: Mary Ryan-Platt

**II. BUDGET CONTINGENCY CLAUSE:**

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.

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.

**III. PAYMENT:**

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

**IV. BUDGET ADJUSTMENTS:**

Surplus funds from a given line item of the budget may be used to defray allowable direct costs under the budget line items up to ten percent (10%) with prior written approval of the Department of Education. Any change of more than ten percent (10%) requires a contract amendment and approval by the State Department of General Services. Budget adjustments shall not be allowed which increase the compensation rate for consultants.

## Exhibit B Budget Detail

Alameda County Department of Environmental Health

Contractor will provide a total of 110 inspections for a total of \$14,300.00.

Inspections to be conducted: July 1, 2009 – September 30, 2009						
Type of Site	Number of Inspections		Fee Per Site Inspection	=	Total Cost	Total Cost Agreement
Vended Feeding Sites	55	X	\$130	=	\$7,150	
On-site Preparation Sites	55	X	\$130	=	\$7,150	
Meal Preparation Facilities	0	X	\$0	=	\$0	

**Total Contract**

**\$14,300.00**

**EXHIBIT D**  
**SPECIAL TERMS & CONDITIONS**

**I. RESOLUTION OF DISPUTES:**

If the contractor disputes any action by the project monitor arising under or out of the performance of this contract, the contractor shall notify the project monitor of the dispute in writing and request a claims decision. The project monitor shall issue a decision within 30 days of the contractor's notice. If the contractor disagrees with the project 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. Contractor shall continue with the responsibilities under this Agreement during any dispute.

EXHIBIT E

ADDITIONAL PROVISIONS

I. 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 the Fiscal Years 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 department has the option to void the contract under the 30-day termination clause or to amend the contract to reflect any reduction of funds.

The recipient shall comply with the Single Audit Act and the reporting requirements set forth in OMB Circular A-133.

II. 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.

III. 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.

IV. CONTRACTOR EVALUATION:

Within sixty (60) days after the completion of this Agreement, the Project Monitor shall complete a written evaluation of Contractor's performance under this Agreement. If the Contractor did not satisfactorily perform the work, a copy of the evaluation will be sent to the State Department of General Services, Office of Legal Services, and to the Contractor within 15 working days of the completion of the evaluation.

# FEDERAL CERTIFICATIONS

## CERTIFICATIONS REGARDING LOBBYING; DEBARMENT, SUSPENSION AND OTHER RESPONSIBILITY MATTERS; AND DRUG-FREE WORKPLACE REQUIREMENTS

Applicants should refer to the regulations cited below to determine the certification to which they are required to attest. Applicants should also review the instructions for certification included in the regulations before completing this form. Signature on this form provides for compliance with certification requirements under 34 CFR Part 82, A new restrictions on Lobbying, and 34 CFR Part 85, A Government-wide Debarment and Suspension (Non procurement) and Government-wide requirements for Drug-Free Workplace (Grants). The certifications shall be treated as a material representation of fact upon which reliance will be placed when the Department of Education determines to award the covered transaction, grant, or cooperative agreement.

### LOBBYING

As required by Section 1352, Title 31 of the U.S. Code, and implemented at 34 CFR Part 82, for persons entering into a grant or cooperative agreement over \$100,000 as defined at 34 CFR Part 82, Sections 82.105 and 82.110, the applicant certifies that:

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

(b) If any funds other than federal appropriated funds have been or will be aid to any person for influencing or attempting to influence an employee of Congress, or any employee of a Member of Congress in connection with this Federal grant or cooperative agreement, the undersigned shall complete and submit Standard Form -LLL, ADisclosure Form to Report Lobbying, in accordance with this instruction;

(c) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subgrants, contracts under grants and cooperative agreements, and subcontracts) and that all subrecipients shall certify and disclose accordingly.

### DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS

As required by executive Order 12549, Debarment and Suspension, and other responsibilities implemented at 34 CFR Part 85, for prospective participants in primary or a lower tier covered transactions, as defined at 34 CFR Part 85, Sections 85.105 and 85.110-

The applicant certifies that it and its principals:

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

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

(c) Are not presently indicted for or otherwise criminally or civilly

charged by a governmental entity (federal, state, or local) with commission of any of the offenses enumerated in paragraph (1) (b) of this certification; and

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

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

### DRUG-FREE WORKPLACE (GRANTEES OTHER THAN INDIVIDUALS)

As required by the Drug-Free Workplace Act of 1988, and implemented at 34 CFR Part 85, Subpart F, for grantees, as defined at 34 CFR Part 85, Sections 85.605 and 85.610-

A. The applicant certifies that it will or will continue to provide a drug-free workplace by:

(a) Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition.

(b) Establishing an on-going drug-free awareness program to inform employees about-

(1) The danger of drug abuse in the workplace;

(2) The grantee's policy of maintaining a drug-free workplace;

(3) Any available drug counseling, rehabilitation, and employee assistance programs; and

(4) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;

(c) Making it a requirement that each employee to be engaged in performance of the grant be given a copy of the statement required by paragraph (a);

(d) Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the grant, the employee will -

(1) Abide by the terms of the statement; and

(2) Notify the employer in writing of his or her conviction for a violation;

**DRUG-FREE WORKPLACE  
(GRANTEES WHO ARE INDIVIDUALS)**

Notifying the agency, in writing, within 10 calendar days after receiving notice under subparagraph (d) (2) from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to:  
Director, Grants and Contracts Service, U.S. Department of Education,  
400 Maryland Avenue, S.W. (Room 3124, GSA Regional Office Building  
No. 3), Washington, DC 20202-4571. Notice shall include the  
identification number(s) of each affected grant:

Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph (d) (2), with respect to any employee whom is so convicted:

• 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

• 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;

• Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (a), (b), (c), (d), (e), and

The grantee may insert in the space provided below the site(s) for the performance of work done in connection with the specific grant:

Site of Performance (Street address, city, county, state, zip code)

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Check [ ] if there are workplaces on file that are not identified here.

As required by the Drug-Free Workplace Act of 1988, and implemented at 34 CFR Part 85, Subpart F, for grantees, as defined at 34-CFR Part 85, Sections 85.805 and 85.810

a. As a condition of the grant, I certify that I will not engage in the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance in conducting any activity with the grant, and

b. If convicted of a criminal drug offense resulting from a violation occurring during the conduct of any grant activity, I will report the conviction, in writing, within 10 calendar days of the conviction, to: Director, Grants and contracts Service, U.S. department of Education, 400 Maryland Avenue, S.W. (Room 3124, GSA Regional Office Building No. 3) Washington, DC 20202-4571. Notice shall include the identification numbers(s) of each affected grant.

I, the duly authorized representative of the applicant, I hereby certify that the applicant will comply with the above certifications.

NAME OF APPLICANT		CONTRACT #	
RONALD BROWDER		CNO9A085	
PRINTED NAME AND TITLE OF AUTHORIZED REPRESENTATIVE			
RONALD BROWDER CHIEF, ENVIRONMENTAL PROTECTION DIVISION			
SIGNATURE		DATE	
Ronald Browder		07-02-09	

## 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 the 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 (Clear Air) Implementation Plans under Section 176(c) of the Clear 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. § § 1721 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, ~~the~~ 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 <i>Ronald Browde</i>	TITLE <i>CHIEF, ENVIRONMENTAL PROTECTION</i>
APPLICANT ORGANIZATION <i>ALAMEDA COUNTY DEPT OF ENV. HEALTH</i>	DATE SUBMITTED <i>07-02-09</i>