

Resolution No. 2022-12-06-1206

STOCKTON CITY COUNCIL

RESOLUTION APPROVING AN AMENDMENT WITH VISIT STOCKTON TO SUPPORT YEARS TWO AND THREE OF FLAVOR FEST EVENT PROGRAMMING

The City, in particular the Downtown Core, was negatively impacted by the COVID-19 public health emergency, through significant reduction in traffic, business patronage, outside travel, and closures of businesses; and

Council approved the City's American Rescue Plan Act (ARPA) funding distribution on September 14, 2021, which included \$1.8 million for Event Programming; and

Through Council's approval, the City partnered with Visit Stockton to plan, promote, and activate the downtown economy by supporting a signature event celebrating the diversity of the region; and

With the help of local nonprofits, local and surrounding organizations, and artists, Stockton Flavor Fest was a well-received success in May of 2022, at the Weber Point Events Center. Support of this annual event is necessary in the beginning years as it gains momentum now, therefore


BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF STOCKTON, AS FOLLOWS:

1. Authorize the City Manager, or designee, to execute an amendment to the Visit Stockton contract (attached as Exhibit 1 to the Resolution); and
2. Authorize the City Manager, or designee, to take whatever actions are necessary and appropriate to carry out the purpose and intent of this Resolution.


PASSED, APPROVED, and ADOPTED December 6, 2022.



ATTEST:



ELIZA R. GARZA, CMC
City Clerk of the City of Stockton



KEVIN J. LINCOLN II
Mayor of the City of Stockton

CITY OF STOCKTON
STANDARD AGREEMENT AMENDMENT

Agreement Number: 422000490	Amendment Number: 1

This Amendment Number 1 to the above referenced Agreement is entered into on September 20, 2021, between the City of Stockton ("City") and VisitStockton "Contractor".

RECITALS

Exhibit C General Terms and Conditions, Paragraph 7 Changes, states the City may modify the scope of services and any material extension or change in the scope shall be memorialized in a written amendment prior to the performance of additional work; and

Exhibit C General Terms and Conditions, Paragraph 8 Amendment, states no variation of the terms of this Agreement shall be valid unless an Amendment is made in writing and signed by both parties; and

Exhibit A, Option to Renew, states both Parties may extend this Agreement annually by a written amendment executed by both parties, however, the total term of the Agreement including the extended term shall not exceed five (5) years; and

The City needs to increase the Compensation, Not to Exceed amount in Paragraph 3 of the Standard Agreement and Exhibit E, Section 1.1, by Nine Hundred Forty Thousand Dollars (\$940,000) to pay for the Contractor to provide planning, promotion, and activation of signature multi-day events in Downtown Stockton; and

Now therefore, the City and the Contractor mutually agree as follows:

1. The maximum not to exceed amount in Paragraph 3 of the Standard Agreement and Exhibit E, Section 1.1, is amended to \$1,410,000.00. Annual amounts can be adjusted, so long as the total spending authority for the duration of the initial term, stays within the not to exceed limit:

Initial not to exceed amount:	\$470,000.00
Supplemental Contractor spending authority:	\$940,000.00
Total maximum compensation to be paid to the Contractor under this Agreement for the initial term shall not exceed:	\$1,410,000.00

2. Exhibit A, Section 1.1 *Project Objectives* is hereby amended and shall read as follows:

The City of Stockton is seeking services to plan, promote, and activate a signature, annual, multi-day event in Downtown Stockton. The City requires that there be multiple mini events diverse in type that would appeal to the community within the City of

Stockton and surrounding region. Performance and activities shall be held at varying times throughout the days and nights, with attention to audience availability.

3. Exhibit A, Section 8 *Option to Renew* is hereby amended and shall read as follows:

The Term of the Agreement is for three years and may be extended annually by a written amendment executed by both parties. However, the total term of the Agreement including the extended term shall not exceed five (5) years.

4. Exhibit E, *Task Price* Section 2, the leading sentence before the table is hereby amended and shall read as follows:

Below is the price for the services and reimbursable expenses per signature event as described in Exhibit A of this Agreement. Amounts per line-item may be adjusted so long as each event stays within its \$470,000 limit. Contractor may exceed the \$470,000 per-event limit with written permission from the City's Economic Development Department, so long as the total contract amount does not exceed the contract's "not-to-exceed" amount.

5. Exhibit F *Timeline*, Section 1.11 and 1.1.2 are hereby amended and shall read as follows:

1.1.1 Contractor shall deliver all events, performances, and activities annually during dates agreed upon by both parties, usually occurring in the month of May.

1.1.2 Contractor shall provide not less than monthly updates of event planning status including but not limited to bookings, rental commitments, security, safety, and evacuation plans, and permits/licenses. Three months in advance of an event, Contractor will give weekly event planning status updates.

6. The City and Contractor agree on the additional terms and conditions set forth herein and attached as Exhibit G. (Attachment A) to this amendment, shall also be part of the Agreement.

All other terms and conditions of the Agreement shall remain unchanged and remain in full force and effect unless modified by a written amendment signed by both parties.

IN WITNESS WHEREOF, the authorized parties have executed this Agreement.

CONTRACTOR

VisitStockton

Contractor's Name (if other than an individual, state whether a corporation, partnership, etc.):



Authorized Signature

10/17/22

Date

ERIC RITTEN, CEO

Printed Name and Title of Person Signing

PO Box 2336 STOCKTON, CA 95201

Address

CITY OF STOCKTON

Harry Black, City Manager

Date

ATTEST:

Eliza R. Garza CMC, City Clerk

APPROVED AS TO FORM:

Lori M. Asuncion, City Attorney

BY:

Exhibit G
SUBAWARD AGREEMENT
Special Funding Terms and Conditions

The City of Stockton has entered into this agreement using funds governed by the American Rescue Plan Act, distributed by the U.S. Department of the Treasury ("Treasury"). The funding available is governed under sections 602 and 603 of the Social Security Act, as added by section 9901 of the American Rescue Plan Act of 2021 ("ARPA"). The ARPA established the Coronavirus State and Local Fiscal Recovery Funds (the "SLFRF statute") for eligible recipients to address the economic and health consequences of the pandemic. Under ARPA, the SLFRF statute is to be used for payments for specified uses to certain non-entitlement units of local government. In consideration of the mutual promises contained in this AGREEMENT to carry out the purposes of the subaward on behalf of the City, the CITY and CONTRACTOR agree as follows:

1. **SURVIVAL OF PROMISES.** All promises, requirements, terms, conditions, provisions, representations, guarantees, and warranties contained herein shall survive the AGREEMENT expiration or termination date unless specifically provided otherwise herein, or unless superseded by applicable federal or state statutes of limitation.
2. **SEPARATE ACCOUNTING.** The CONTRACTOR will establish a separate account for all funds specified in this AGREEMENT and will use the funds to purchase necessary supplies, defray travel, and will employ the necessary personnel to perform the Work specified in this AGREEMENT. The CONTRACTOR shall also establish and maintain, if applicable, such accounting and documentation of matching expenditures of the CONTRACTOR to satisfy the requirements of the PROJECT.
3. **AUDIT.** The CITY, and any other appropriate government agency authorized by law, or their duly authorized representatives shall, until five (5) years after final payment under this AGREEMENT, have access to any of the CONTRACTOR's records related to this AGREEMENT, at the CONTRACTOR's regular place of business, for the purpose of conducting audits. The period of access for records relating to a) appeals under a dispute, b) litigation or settlement of claims arising from the performance of this AGREEMENT, or c) costs and expenses of this AGREEMENT to which exception has been taken shall continue until such appeals, litigation, claims, or exceptions are disposed of.
4. **AUTHORIZED USE OF FUNDS.** The CONTRACTOR shall use or expend the funds provided by this AGREEMENT only for the purposes for which they were appropriated. Further, the funds provided by the CITY shall be used by the CONTRACTOR only for the purpose and activities specified in the AGREEMENT, including associated attachments and exhibits which is attached hereto and incorporated herein by reference as if fully set forth here.
5. **COMPLIANCE WITH COST PRINCIPLES AND RELATED REGULATIONS.** The CONTRACTOR will not be reimbursed for expenditures under this AGREEMENT that do not comply with the ARPA and Related Regulations that are incorporated.
6. **PUBLICATIONS.** The CONTRACTOR shall be free to publish results of the Work provided that the terms of the PROJECT are met and the review copies of materials intended for publication are submitted to the CITY's PROJECT Director at least 45 days prior to publication.
7. **CONFIDENTIAL INFORMATION.** CONTRACTOR acknowledges that it may be necessary for CITY to disclose certain confidential and proprietary information to CONTRACTOR in order for CONTRACTOR to perform duties under this AGREEMENT. CONTRACTOR acknowledges that any disclosure to any third party or any misuse of this proprietary or confidential information may irreparably harm the CITY. Accordingly, CONTRACTOR will not disclose or use, either during or after the term of this AGREEMENT, any proprietary or confidential information of the CITY without the CITY's prior written permission.

8. DELAYS. CONTRACTOR shall notify the CITY promptly of any expected delay in performance of services. However, CONTRACTOR shall not be liable for delays in performance beyond reasonable control.
9. ARPA GUIDELINES – CONTRACTOR AS SUBRECIPIENT

CONTRACTOR is classified as a Subrecipient under ARPA, which is an entity that receives a subaward from the CITY to carry out a program on behalf of the CITY using SLFRF funds. As a beneficiary of SLFRF funds from the CITY, CONTRACTOR must comply with the ARPA guidelines in order to be eligible for a grant. The guidelines, titled *Compliance and Reporting Guidelines: State and Local Fiscal Recovery Funds*, as amended by Treasury (the "Guidelines"), are incorporated into this AGREEMENT by reference. The Guidelines can be found at <https://home.treasury.gov/policy-issues/coronavirus/assistance-for-state-local-and-tribal-governments/state-and-local-fiscal-recovery-funds/recipient-compliance-and-reporting-responsibilities>. In ensuring compliance with these Guidelines, CONTRACTOR serves as a first line of defense against fraud, waste, and abuse of federal money.

As further described in the Guidelines, CONTRACTOR will generally be subject to the requirements of the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal awards, 2 CFR Part 200. This includes, but is not limited to,

- A. The implementation of internal controls and effective monitoring to ensure compliance with 2 CFR Part 200, including generally identifying direct and indirect costs and treating each cost consistently in like circumstances.
- B. Ensuring that procurements using SLFRF funds, or payments under procurement contracts using such funds, are consistent with the procurement standards set forth in the Uniform Guidance at 2 CFR § 200.317 through 2 CFR § 200.327, as applicable.
- C. If CONTRACTOR expends more than \$750,000 in Federal awards during its fiscal year, submitting to an audit under the Single Audit Act and its implementing regulation at 2 CFR Part 200, Subpart F.

The CITY may request detailed expenditure information from CONTRACTOR in order for CITY to comply with its own reporting obligations. CONTRACTOR will be required to promptly provide any requested information to the CITY, even after the award term has expired. Among other things, the CITY may require information about the structure and objectives of the PROGRAM and information about how many individuals have been served by CONTRACTOR.

Exhibit G
APPENDIX II
CONTRACT PROVISIONS UNDER FEDERAL AWARD

FEDERAL FUNDS

Federal regulations (2 C.F.R. § 200.326 and 2 C.F.R. Part 200, Appendix II) require the City to include certain contract clauses in this agreement.

The US Department of Homeland Security (DHS) – Federal Emergency Management Agency (FEMA) recommends other certain contract clauses be included.

Based on the table below, any clause identified with a check mark (✓) next to it is hereby incorporated into this contract agreement. The full language of each clause can be found in this EXHIBIT G.

CONTRACT TYPES

1. Construction Contracts
 - 1.1 Equal Employment Opportunity
 - 1.2 Davis Bacon Act
 - 1.3 Copeland "Anti-Kickback" Act
2. All Contracts
 - 2.1 Contract Work Hours and Safety Standards Act
 - 2.2 Clean Air Act and Federal Water Pollution Control Act
 - 2.3 Debarment and Suspension
 - 2.4 Byrd Anti-Lobbying Amendment
 - 2.5 Procurement of Recovered Materials
 - 2.6 Access to Records
 - 2.7 DHS Seal, Logo, and Flags
 - 2.8 Compliance with Federal Law, Regulations and Executive Orders
 - 2.9 No Obligation by Federal Government
 - 2.10 Program Fraud and False or Fraudulent Statements or Related Acts

**Checked provisions are hereby incorporated into the
contract agreement.**

**Following are the FEMA requirement or recommendation
clauses listed above for contract incorporation.**

Check (✓) Applicable Clauses	
Construction	
1.1	<input type="checkbox"/>
1.2	<input type="checkbox"/>
1.3	<input type="checkbox"/>
Check (✓) Applicable Clauses	
All Contracts	
2.1	<input type="checkbox"/>
2.2	<input type="checkbox"/>
2.3	✓
2.4	✓
2.5	✓
2.6	✓
2.7	✓
2.8	✓
2.9	✓
2.10	✓

1.1 Equal Employment Opportunity
Requirement for construction work

During the performance of this contract, the contractor agrees as follows:

(1) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following:

Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

(2) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.

(3) The contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.

(4) The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(5) The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

(6) The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(7) In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(8) The contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the

administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance:

Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

The applicant further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: Provided, that if the applicant so participating is a State or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the contract.

The applicant agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance.

The applicant further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive Order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive Order. In addition, the applicant agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: Cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the applicant under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such applicant; and refer the case to the Department of Justice for appropriate legal proceedings.

1.2 Compliance with Davis-Bacon Act
Requirement for construction work

a. All transactions regarding this contract shall be done in compliance with the Davis-Bacon Act (40 U.S.C. 3141- 3144, and 3146-3148) and the requirements of 29 C.F.R. pt. 5 as may be applicable. The contractor shall comply with 40 U.S.C. 3141-3144, and 3146-3148 and the requirements of 29 C.F.R. pt. 5 as applicable.

b. Contractors are required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor.

c. Additionally, contractors are required to pay wages not less than once a week.

1.3 Compliance with the Copeland "Anti-Kickback" Act
Requirement for construction work > \$2k

a. Contractor. The contractor shall comply with 18 U.S.C. § 874, 40 U.S.C. § 3145, and the requirements of 29 C.F.R. pt. 3 as may be applicable, which are incorporated by reference into this contract.

b. Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clause above and such other clauses as FEMA may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all of these contract clauses.

c. **Breach.** A breach of the contract clauses above may be grounds for termination of the contract, and for debarment as a contractor and subcontractor as provided in 29 C.F.R. § 5.12.

2.1 Compliance with Contract Work Hours and Safety Standards Act
Requirement for contracts > \$100k plus mechanics & laborers

(1) **Overtime requirements.** No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

(2) **Violation; liability for unpaid wages; liquidated damages.** In the event of any violation of the clause set forth in paragraph (b)(1) of this section the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (b)(1) of this section, in the sum of \$27 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (b)(1) of this section.

(3) **Withholding for unpaid wages and liquidated damages.** The (write in the name of the Federal agency or the loan or grant recipient) shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (b)(2) of this section.

(4) **Subcontracts.** The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (b)(1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (b)(1) through (4) of this section.

2.2 Clean Air Act and the Federal Water Pollution Control Act
Requirement for contracts > \$150k

Clean Air Act

1. The contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq.
2. The contractor agrees to report each violation to the City of Stockton and understands and agrees that the City of Stockton will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.
3. The contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FEMA.

Federal Water Pollution Control Act

1. The contractor agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq.
2. The contractor agrees to report each violation to the City of Stockton and understands and agrees that the City of Stockton will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.
3. The contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FEMA.

2.3 Debarment and Suspension

- (1) This contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such, the contractor is required to verify that none of the contractor's principals (defined at 2 C.F.R. § 180.995) or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).
- (2) The contractor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.
- (3) This certification is a material representation of fact relied upon by City of Stockton. If it is later determined that the contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to (insert name of recipient/subrecipient/applicant), the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.
- (4) The bidder or proposer agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

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

Contractors who apply or bid for an award of \$100,000 or more shall file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, officer or employee of Congress, or an employee of a Member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient who in turn will forward the certification(s) to the awarding agency.

Required Certification. If applicable, contractors must sign and submit to the non-federal entity the following certification found at APPENDIX A, 44 C.F.R. PART 18:

APPENDIX A, 44 C.F.R. PART 18 – CERTIFICATION REGARDING LOBBYING**Certification for Contracts, Grants, Loans, and Cooperative Agreements**

The undersigned certifies, to the best of his or her knowledge and belief, that:

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

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

3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, 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 section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The Contractor, VisitStockton, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. Chap.38, Administrative Remedies for False Claims and Statements, apply to this certification and disclosure, if any.



Signature of Contractor's Authorized Official

USP RUSA CEO

Name and Title of Contractor's Authorized Official

10/17/12

Date:

2.5 Procurement of Recovered Materials

In the performance of this contract, the Contractor shall make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired—

1. Competitively within a timeframe providing for compliance with the contract performance schedule;
2. Meeting contract performance requirements; or
3. At a reasonable price.

Information about this requirement, along with the list of EPA-designated items, is available at EPA's Comprehensive Procurement Guidelines web site:

<https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program>

The Contractor also agrees to comply with all other applicable requirements of Section 6002 of the Solid Waste Disposal Act.

2.6 Access to Records

The following access to records requirements apply to this contract:

- (1) The Contractor agrees to provide the City of Stockton City Manager, the FEMA Administrator, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts, and transcriptions.
- (2) The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.
- (3) The Contractor agrees to provide the FEMA Administrator or his authorized representatives access to construction or other work sites pertaining to the work being completed under the contract.
- (4) In compliance with the Disaster Recovery Act of 2018, the City of Stockton and the Contractor acknowledge and agree that no language in this contract is intended to prohibit audits or internal reviews by the FEMA Administrator or the Comptroller General of the United States.

2.7 DHS Seal, Logo and Flags

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

2.8 Compliance with Federal Law, Regulations, and Executive Orders

This is an acknowledgement that FEMA financial assistance will be used to fund all or a portion of the contract. The contractor will comply with all applicable Federal law, regulations, executive orders, FEMA policies, procedures, and directives.

2.9 No Obligation by Federal Government

The Federal Government is not a party to this contract and is not subject to any obligations or liabilities to the non-Federal entity, contractor, or any other party pertaining to any matter resulting from the contract.

2.10 Program Fraud and False or Fraudulent Statements or Related Acts

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