
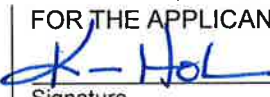


**Washington State Military Department**  
**FIRE MANAGEMENT ASSISTANCE GRANT AGREEMENT FACE SHEET**

1. Applicant Name and Address: <b>Kittitas County</b> <b>205 W. 5<sup>th</sup> Ave #105</b> <b>Ellensburg, WA 98926-2887</b>		2. Total Project Amount: <b>To be determined, based upon approved project worksheets</b>		3. Grant Number <b>D14-011</b>	
4. Applicant Agent, phone number: <b>Kirk Holmes, (509) 962-7523</b> <b>kirk.holmes@co.kittitas.wa.us</b>		5. Grant Start Date: <b>July 27, 2013</b>		6. Grant End Date: <b>July 26, 2014</b>	
7. MD Program Manager/phone number: <b>Alysha Kaplan, (253) 512-7434</b> <b>alysha.kaplan@mil.wa.gov</b>		8. Data Universal Numbering System (DUNS #): <b>010202547</b>		9. UBI # (state revenue): <b>192-002-673</b>	
10. Funding Authority: <b>Washington State Military Department (Department) and Federal Emergency Management Agency (FEMA)</b>					
11. Funding Source Agreement #: <b>FEMA FM-5038-WA</b>		12. Program Index # & Obj/Subobj <b>742GT / NZ</b>		13. Catalog of Federal Domestic Asst. (CFDA) # & Title: <b>97.046</b>	
14. TIN or SSN: <b>91-6001349</b>					
15. Service Districts: (BY LEGISLATIVE DISTRICT): <b>All</b> (BY CONGRESSIONAL DISTRICT): <b>All</b>		16. Service Area by County(ies): <b>Statewide</b>		17. Women/Minority-Owned, State Certified?: <input checked="" type="checkbox"/> N/A <input type="checkbox"/> NO <input type="checkbox"/> YES, OMWBE # _____	
18. Contract Classification: <input type="checkbox"/> Personal Services <input type="checkbox"/> Client Services <input checked="" type="checkbox"/> Public/Local Gov't <input type="checkbox"/> Collaborative Research <input type="checkbox"/> A/E <input type="checkbox"/> Other _____			19. Contract Type (check all that apply): <input type="checkbox"/> Contract <input checked="" type="checkbox"/> Grant <input checked="" type="checkbox"/> Agreement <input type="checkbox"/> Intergovernmental (RCW 39.34) <input type="checkbox"/> Interagency		
20. Contractor Selection Process: <input checked="" type="checkbox"/> "To all who apply & qualify" <input type="checkbox"/> Competitive Bidding <input type="checkbox"/> Sole Source <input type="checkbox"/> A/E RCW <input type="checkbox"/> N/A <input type="checkbox"/> Filed w/OFM? <input type="checkbox"/> Advertised? <input type="checkbox"/> YES <input type="checkbox"/> NO _____			21. Contractor Type (check all that apply): <input type="checkbox"/> Private Organization/Individual <input type="checkbox"/> For-Profit <input checked="" type="checkbox"/> Public Organization/Jurisdiction <input checked="" type="checkbox"/> Non-Profit <input type="checkbox"/> VENDOR <input type="checkbox"/> SUBRECIPIENT <input checked="" type="checkbox"/> OTHER		
22. BRIEF DESCRIPTION: <b>Fire Management Assistance Declaration FM-5038-WA, (Colockum Tarps Fire): To provide funds to the Applicant for the reimbursement of eligible fire management assistance costs and allowable grant administration costs as approved by the Federal Emergency Management Agency in project worksheets describing eligible scopes of work and associated funding, which are incorporated herein by this reference.</b>					
IN WITNESS WHEREOF, the Department and Applicant acknowledge and accept the terms of this Grant Agreement, exhibits, references and attachments hereto and have executed this Grant Agreement as of the date and year written below. This Grant Agreement Face Sheet, Special Terms and Conditions, General Terms and Conditions (Exhibit A), Federal and State Requirements and Assurances, Project Worksheet (Attachment 1) and any other attachments or references govern the rights and obligations of both parties to this Grant Agreement.					
In the event of an inconsistency in this Grant Agreement, unless otherwise provided herein, the inconsistency shall be resolved by giving precedence in the following order: 1. <b>Applicable Federal and State Statutes and Regulations</b> 2. <b>Statement of Work and/or FEMA-approved Project Worksheet(s)</b> 3. <b>Special Terms and Conditions</b> 4. <b>General Terms and Conditions, and,</b> 5. <b>Other provisions of the grant incorporated by reference.</b>					
This Grant Agreement, including all attachments, contains all the terms and conditions agreed upon by the parties. No other understandings, oral or otherwise, regarding the subject matter of this Agreement shall be deemed to exist or to bind any of the parties hereto.					
WHEREAS, the parties hereto have executed this Grant Agreement on the day and year last specified below.					
FOR THE DEPARTMENT:  Signature Dan Swisher, Chief Financial Officer Washington State Military Department			FOR THE APPLICANT:  Signature Kirk Holmes Asst Director Emergency Management		
BOILERPLATE APPROVED AS TO FORM: Chad C. Standifer (Signature on file) 3/14/2011 Assistant Attorney General			APPROVED AS TO FORM:  APPLICANT'S Legal Review _____ Date _____		

## SPECIAL TERMS AND CONDITIONS

### ARTICLE I – COMPENSATION SCHEDULE

#### 1. FUNDING

The DEPARTMENT will administer the Fire Management Assistance Grant Program and reimburse to the APPLICANT approved eligible fire management assistance costs and approved allowable grant administration costs identified in Project Worksheets under the auspices of Fire Management Assistance Declaration number **FM-5038-WA, (Colockum Tarps Fire)**, consistent with 44 CFR Part 204 and the Washington State Fire Management Assistance Grant (year) Applicant Manual. It is understood that no final dollar figure is committed to at the time that this agreement is executed, but that financial commitments will be made by amendments to the project application as Project Worksheets are completed in the field and projects are authorized by state and federal officials. See Attachment #1 - Project Worksheet.

Pursuant to the FEMA-STATE AGREEMENT, the APPLICANT will commit the required 25 percent non-federal match to any eligible project for the APPLICANT which has been identified under the Fire Management Assistance Declaration number **FM-5038-WA**.

Donated Resources: FEMA will credit an APPLICANT for the value of certain volunteer labor, donated equipment, and donated materials used to meet the immediate threat to life and property resulting from the declared fire, referred to as Donated Resources. The Donated Resources are recognized by FEMA in a Project Worksheet. Donated Resources offset the non-federal share of the eligible fire management assistance costs approved in Project Worksheets. Donated Resources may not be used to offset the non-federal share of allowable grant administration costs. The value of the Donated Resources are calculated as described in FEMA Policy 9525.2, and are capped at the non-Federal share of approved eligible fire management assistance costs. The Federal share of the Donated Resources will not exceed the non-federal share of eligible fire management assistance costs approved in Project Worksheets. Any excess credit can be credited only to other eligible fire management assistance costs, for the same APPLICANT in the same disaster. The value of excess donated resources cannot be credited toward or transferred to another eligible APPLICANT, or toward other State obligations.

#### 2. GRANT AGREEMENT PERIOD

Activities payable under this Grant Agreement and to be performed by the APPLICANT under this Grant Agreement shall be those activities which occurred during or subsequent to the incident period defined in Exhibit E of the FEMA-State Agreement and shall terminate upon completion of the project(s) approved by federal and state officials, including completion of close-out. This period shall be referred to as the "Grant Agreement Period."

After payment of the approved funding, the APPLICANT'S Fire Management Assistance Grant will be closed.

#### 3. PAYMENTS

The DEPARTMENT, using funds granted for the purposes of the Fire Management Assistance Declaration from FEMA, shall issue payments to the APPLICANT as follows:

- a. All payment requests shall be made on an A19-1A form, State of Washington Invoice Voucher.
- b. Funding shall not exceed the total federal contribution eligible for Fire Management Assistance costs under the Fire Management Assistance Declaration number **FM-5038-WA**.
- c. For state agencies, the DEPARTMENT will, through interagency reimbursement procedures, transfer payment to the APPLICANT. Payment will be transferred by journal voucher to Agency No. \_\_\_\_\_, accounting fund no. \_\_\_\_\_.
- d. Final Payment: Final Payment will be made following submission by the APPLICANT on form A19-1A, State of Washington Invoice Voucher, after FEMA has approved funding through the approval of a Project Worksheet. Adjustments to the final payment may be made following any audits conducted by the Washington State Auditor's Office or the Department of Homeland Security Office of the Inspector General.

#### 4. CLOSE-OUT

After payment of the approved funding, the APPLICANT'S Fire Management Assistance Grant Agreement will be closed.

#### ARTICLE II – DOCUMENTATION

The APPLICANT is required to retain all documentation which adequately identifies the source and application of Fire Management Assistance Grant funds for six years following the closure of this Fire Management Assistance Grant Agreement. Documentation includes adequate accounting of actual costs and recoveries incurred.

#### ARTICLE III – KEY PERSONNEL

The individuals listed below shall be considered key personnel and the points of contact. Any substitution by either party must be submitted in writing.

##### APPLICANT:

Name: **Kirk Holmes**  
Title: Public Works Director  
E-mail address: kirk.holmes@co.kittitas.wa.gov  
Phone Number: (509) 962-7523

##### DEPARTMENT:

Name: **Alysha Kaplan**  
Title: FMAG Alternate GAR  
E-Mail address: Alysha.kaplan@mil.wa.gov  
Phone Number: (253) 512-7434

#### ARTICLE IV - ADMINISTRATIVE REQUIREMENTS

- a. The APPLICANT shall comply with all applicable OMB Circulars, including:
  - Cost Principles
    - OMB Circular A-21, as revised, Cost Principles for Educational Institutions
  - Administrative Requirements
    - OMB A-102, as revised, Grants and Cooperative Agreements with State and Local Governments
    - OMB A-110, as revised, Institutions of Higher Education, Hospitals, and Other Non-Profit Organizations
  - Audit Requirements
    - OMB A-133, as revised, Audits of States, Local Governments, and Non-Profit Organizations
- b. The APPLICANT shall comply with all applicable federal regulations, including 2 CFR Part 225 as well as 44 CFR Parts 7, 10, 13, 14, 17, 18, 151, 204 and 206.
- c. The APPLICANT shall comply with the Federal Funding Accountability and Transparency Act (FFATA) and related OMB Guidance consistent with Public Law 109-282 as amended by section 6202(a) of Public Law 110-252 (see 31 U.S.C. 6101 note) and complete and return to the DEPARTMENT Attachment #2 attached to and made a part of this Agreement.
- d. The APPLICANT shall comply with the Washington State Fire Management Assistance Grant (year) Applicant Manual.
- e. Federal funding is provided by the Federal Emergency Management Agency (FEMA) and is administered by the DEPARTMENT. Under the authority of Fire Management Assistance Declaration number **FM-5038-WA**, the DEPARTMENT is reimbursing the APPLICANT for those approved eligible fire management assistance costs and those approved allowable grant administration costs necessary under the Fire Management Assistance Grant Program during the incident period of (date) at (time) hrs through (date) at (time) hrs. Eligible fire management assistance costs and allowable grant administration costs consistent with 44 CFR Part 204 and the Washington State Fire Management Assistance Grant (year) Applicant Manual will be identified in Project Worksheets approved by FEMA.

**Washington State Military Department  
GENERAL TERMS AND CONDITIONS  
Fire Management Assistance Grants**

**1. DEFINITIONS**

As used throughout this Grant Agreement, the following terms shall have the meaning set forth below:

- a. **"DEPARTMENT"** shall mean the Washington State Military Department, as a state agency, any division, section, office, unit or other entity of the Department, or any of the officers or other officials lawfully representing that Department.
- b. **"APPLICANT"** shall mean a state agency, local government, or tribal government submitting an application to the Governor's Authorized Representative for fire management assistance.
- c. **"Grantee"** shall mean the government to which a grant is awarded and which is accountable for the use of the funds provided. The Grantee is an entire legal entity even if only a particular component of the entity is designated in the grant award document. For the purpose of this Agreement, the state is the Grantee. The Grantee and the DEPARTMENT are one and the same.
- d. **"Monitoring Activities"** shall mean all administrative and financial review activities that are conducted to ensure compliance with all state and federal rules, authorities, or policies.
- e. **"Subgrantee"** shall mean the government or other legal entity to which a subgrant is awarded and which is accountable to the Grantee for the use of the funds provided. The Subgrantee and APPLICANT are one and the same.
- f. **"Project"** shall mean the activities funded through the Fire Management Assistance Grant Program as described in approved Project Worksheets, and may include reimbursement of approved eligible fire management assistance costs described in 44 CFR 204.42 and allowable grant administration costs described in 44 CFR 204.63.
- g. **"Eligible fire management assistance costs"** shall include activities performed to reduce the immediate threat to life, property, and public health and safety authorized under section 403 of the Stafford Act, Essential Assistance, when directly related to the mitigation, management, and control of the declared fire. Essential Assistance activities that may be eligible are described in 44 CFR 204.42(f) and the Washington State Fire Management Assistance Grant (year) Applicant Manual, and include, but are not limited to, police barricading and traffic control, extraordinary emergency operations center expenses, evacuations and sheltering, search and rescue, arson investigation teams, public information, and the limited removal of trees that pose a threat to the general public.
- h. **"Grant Administration Costs"** shall mean administrative costs allowable under 44 CFR 204.63(a) and as described in the Washington State Fire Management Assistance Grant (Year) Applicant Manual.
- i. **"PL"** – is defined and used herein to mean the Public Law.
- j. **"CFR"** – is defined and used herein to mean the Code of Federal Regulations.
- k. **"OMB"** – is defined and used herein to mean the Office of Management and Budget.
- l. **"WAC"** – is defined and used herein to mean the Washington Administrative Code.
- m. **"RCW"** – is defined and used herein to mean the Revised Code of Washington.

**2. RECORDS AND REPORTS**

- a. The APPLICANT agrees to maintain all books, records, documents, receipts, invoices, reports, and all other electronic or written records necessary to sufficiently and properly reflect the APPLICANT'S contracts, contract administration, and payments, including all direct and indirect charges, and expenditures in the performance of this Grant Agreement.
- b. The APPLICANT'S records related to this Grant Agreement and the projects funded hereunder may be inspected by the DEPARTMENT or the Director, or their designees, by designees of the Office of the State Auditor, the Federal Emergency Management Agency or their designees, or the Comptroller General of the United States or their designees or by other federal or state officials authorized by law, for the purposes of determining compliance by the APPLICANT with the terms of this Grant Agreement and to determine the appropriate level of funding to be paid under the subject Grant Agreement.

- c. The records shall be made available by the APPLICANT, together with suitable space for such inspection, at any and all times during the APPLICANT'S normal working day.
- d. The APPLICANT shall retain all records and allow access related to this Grant Agreement and the funded project(s) for a period of at least six (6) years following final payment and closure of the grant under this Grant Agreement.

3. WAIVERS

No conditions or provisions of this Grant Agreement can be waived unless approved in advance by the DEPARTMENT in writing. The DEPARTMENT'S failure to insist upon strict performance of any provision of the Grant Agreement or to exercise any right based upon a breach thereof, or the acceptance of any performance during such breach, shall not constitute a waiver of any right under this Grant Agreement.

4. AMENDMENTS AND MODIFICATIONS

The APPLICANT or the DEPARTMENT may request, in writing, an amendment or modification of this Grant Agreement. However, such amendment or modification shall not take effect until approved, in writing, by the DEPARTMENT and the APPLICANT.

5. TERMINATION AND OTHER REMEDIES

- a. If, through any cause, the APPLICANT shall fail to fulfill in a timely and proper manner its obligations under this Grant Agreement or if the APPLICANT shall violate any of its covenants, agreements, or stipulations of this Grant Agreement, the DEPARTMENT shall thereupon have the right to terminate this Grant Agreement and withhold the remaining allocation if such default or violation is not corrected within thirty (30) days after submitting written notice to the APPLICANT describing such default or violation.
- b. Notwithstanding any provisions of this Grant Agreement, either party may terminate this Grant Agreement by providing written notice of such termination, specifying the effective date thereof, at least thirty (30) days prior to such date.
- c. Reimbursement for APPLICANT services performed, and not otherwise paid for by the DEPARTMENT prior to the effective date of such termination, shall be as the DEPARTMENT reasonably determines.
- d. The DEPARTMENT may unilaterally terminate all or part of this Grant Agreement, or may reduce its scope of work and budget, if there is a reduction in funds by the source of those funds, and if such funds are the basis for this contract.

6. COMPLIANCE WITH APPLICABLE STATUTES, RULES AND DEPARTMENT POLICIES

The APPLICANT and all its contractors shall comply with, and the DEPARTMENT is not responsible for determining compliance with, any and all applicable federal, state, and local laws, regulations, executive orders, OMB Circulars, and/or policies. This obligation includes, but is not limited to: nondiscrimination laws and/or policies, Energy Policy and Conservation Act (Public Law 94-163, as amended), the Americans with Disabilities Act (ADA), the Robert T. Stafford Disaster Relief and Emergency Assistance Act, (PL 93-288, as amended), Ethics in Public Service (RCW 42.52), Covenant Against Contingent Fees (48 CFR Section 52.203-5), Public Disclosure (RCW 42.56), Prevailing Wages on Public Works (RCW 39.12), State Environmental Policy Act (RCW 43.21C), Shoreline Management Act of 1971 (RCW 90.58), State Building Code (RCW 19.27), Energy Related Building Standards (RCW 19.27A), Provisions in Buildings for Aged and Handicapped Persons (RCW 70.92), and safety and health regulations.

7. LEGAL RELATIONS

It is understood and agreed that this Grant Agreement is solely for the benefit of the parties to the Grant Agreement and gives no right to any other party. No joint venture or partnership is formed as a result of this Grant Agreement.

To the extent allowed by law, the APPLICANT, its successors or assigns, will protect, save and hold harmless the DEPARTMENT, the state of Washington, and the United States Government and their authorized agents and employees, from all claims, actions, costs, damages or expenses of any nature whatsoever by reason of the acts or omissions of the APPLICANT, its subcontractors, assigns, agents, contractors, consultants, licensees, invitees, employees or any person whomsoever arising out of or in connection with any acts or activities authorized by this Grant Agreement.

To the extent allowed by law, the APPLICANT further agrees to defend the DEPARTMENT and the state of Washington and their authorized agents and employees in any litigation; including payment of any costs or attorneys' fees for any claims or action commenced thereon arising out of or in connection with acts or activities authorized by this Grant Agreement. This obligation shall not include such claims, costs, damages or expenses which may be caused by the sole negligence of the DEPARTMENT; provided, that if the claims or damages are caused by or result from the concurrent negligence of (1) the DEPARTMENT and the state of Washington and their agents or employees, and (2) the APPLICANT, its agents, or employees, this indemnity provision shall be valid and enforceable only to the extent of the negligence of the APPLICANT, or APPLICANT'S agents or employees.

Insofar as the funding source, the Federal Emergency Management Agency (FEMA), is an agency of the federal government, the following shall apply:

44 CFR 206.9 Nonliability. The federal government shall not be liable for any claim based upon the exercise or performance of, or the failure to exercise or perform a discretionary function or duty on the part of a federal agency or an employee of the federal government in carrying out the provisions of the Stafford Act.

8. ACKNOWLEDGMENTS

The APPLICANT shall include language which acknowledges the funding contribution of the DEPARTMENT and the Federal Emergency Management Agency (FEMA) to this project in any release or other publication developed or modified for, or referring to, the project.

9. APPLICANT NOT EMPLOYEE

The APPLICANT and/or employees or agents performing under this agreement are not employees or agents of the DEPARTMENT in any manner whatsoever. The APPLICANT will not be presented as nor claim to be an officer or employee of the DEPARTMENT or of the state of Washington by reason hereof, nor will the APPLICANT make any claim, demand, or application to or for any right or privilege applicable to an officer or employee of the DEPARTMENT or of the state of Washington by reason hereof, including, but not limited to, Workmen's Compensation coverage, unemployment insurance benefits, social security benefits, retirement membership or credit, or privilege or benefit which would accrue to a civil service employee under Chapter 41.06 RCW.

It is understood that if the APPLICANT is another state department, state agency, state university, state college, state community college, state board, or state commission, that the officers and employees are employed by the state of Washington in their own right.

10. NONDISCRIMINATION

The APPLICANT shall comply with all applicable federal and state non-discrimination laws, regulations, and policies. No person shall, on the grounds of age, race, creed, color, sex, sexual orientation, religion, national origin, marital status, honorably discharged veteran or military status, or disability (physical, mental, or sensory) be denied the benefits of, or otherwise be subjected to discrimination under any project, program, or activity, funded, in whole or in part, under this Grant Agreement.

11. UTILIZATION OF MINORITY AND WOMEN BUSINESS ENTERPRISES (MWBE)

The APPLICANT is encouraged to utilize business firms that are certified as minority-owned and/or women-owned in carrying out the purposes of this Grant Agreement. The APPLICANT may set utilization standards, based upon local conditions or may utilize the state of Washington MWBE goals, as identified in WAC 326-30-041.

12. CONFLICT OF INTEREST

No officer or employee of the DEPARTMENT; no member, officer, or employee of the APPLICANT or its designees or agents; no member of the governing body of the jurisdiction in which the project is undertaken or located; and no other official of such locality or localities who exercises any functions or responsibilities with respect to the project during his or her tenure, shall have any personal or pecuniary gain or interest, direct or indirect, in any contract, subcontract, or the proceeds thereof, for work to be performed in connection with the project assisted under this Grant Agreement. The APPLICANT shall incorporate, or cause to incorporate, in all such contracts or subcontracts, a provision prohibiting such interest pursuant to this provision.

13. VENUE

This Grant Agreement shall be construed and enforced in accordance with, and the validity and performance hereof shall be governed by, the laws of the state of Washington. Venue of any suit between the parties arising out of this Grant Agreement shall be the state of Washington, Thurston County Superior Court. The APPLICANT, by execution of this Grant Agreement acknowledges the jurisdiction of the courts of the state of Washington.

14. OWNERSHIP OF PROJECT/CAPITAL FACILITIES

The DEPARTMENT makes no claim to any capital facilities or real property improved or constructed with funds under this Grant Agreement, and by this grant of funds does not and will not acquire any ownership interest or title to such property of the APPLICANT. The APPLICANT shall assume all liabilities arising from the ownership and operation of the project and agrees to hold the DEPARTMENT and the state of Washington and the United States government harmless from any and all causes of action arising from the ownership and operation of the project, to the extent allowed by law.

15. SEVERABILITY

If any court of rightful jurisdiction holds any provision or condition of this Grant Agreement or its application to any person or circumstance invalid, this invalidity does not affect other provisions, terms or conditions of the Grant Agreement, which can be given effect without the invalid provision. To this end, the terms and conditions of this Grant Agreement are declared severable.

16. RECAPTURE PROVISION

In the event the APPLICANT fails to expend funds in accordance with federal, state, or local law and/or the provisions of the Grant Agreement, the DEPARTMENT reserves the right to recapture funds in an amount equivalent to the extent of noncompliance. Such right of recapture shall exist for the life of the project following Grant Agreement termination. Repayment by the APPLICANT of funds under this recapture provision shall occur within 30 days of demand. In the event the DEPARTMENT is required to institute legal proceeding to enforce the recapture provision, the DEPARTMENT shall be entitled to its costs thereof, including attorney fees.

17. RECOVERY OF FUNDS

Consistent with 44 CFR 204.62, if the APPLICANT suspects negligence by a third party caused a condition for which fire management assistance was provided under this Grant Agreement, the APPLICANT is responsible for taking all reasonable steps to recover all costs attributable to the negligence of the third party.

If an intentional act or omission caused a condition for which fire management assistance was provided under this Grant Agreement, the APPLICANT will cooperate in a reasonable manner with the Department and the United States in efforts to recover expenditures under this Grant Agreement from the liable party. In the event the APPLICANT obtains recovery from a responsible party, the APPLICANT will first be reimbursed its reasonable costs of litigation from such recovered funds. The APPLICANT will pay to the Department all recovered funds in excess of their reasonable litigation costs up to the total of the federal share of all funds received by the APPLICANT under this Grant Agreement.

18. DUPLICATION OF BENEFITS

The fire management assistance for which federal or state assistance is requested does not or will not duplicate benefits received by the APPLICANT for the same loss from any other source.

19. POLITICAL ACTIVITY

No portion of the funds provided herein shall be used for any partisan political activity or to further the election or defeat of any candidate for public office or influence the approval or defeat of any ballot issue.

20. NOTICES

The APPLICANT shall comply with all public notices or notices to individuals required by applicable local, state and federal laws and shall maintain a record of this compliance.



21. PROHIBITION AGAINST PAYMENT OF BONUS OR COMMISSION

The assistance provided under this Grant Agreement shall not be used in payment of any bonus or commission for the purpose of obtaining approval of the application for such assistance or any other approval or concurrence under this Grant Agreement provided, however, that reasonable fees or bona fide technical consultant, managerial, or other such services, other than actual solicitation, are not hereby prohibited if otherwise eligible as project costs.

22. RESPONSIBILITY FOR PROJECT

While the DEPARTMENT undertakes to assist the APPLICANT with the project by providing grant funds pursuant to this Grant Agreement, the project itself remains the sole responsibility of the APPLICANT. The DEPARTMENT undertakes no responsibility to the APPLICANT, or to any third party, other than as is expressly set out in this Grant Agreement.

The responsibility for the design, development, construction, implementation, operation and maintenance of the project, as these phases are applicable to this project, is solely that of the APPLICANT, as is responsibility for any claim or suit of any nature by any third party related in any way to the project.

The APPLICANT shall defend, at its own cost, any and all claims or suits of law or inequity which may be brought against the APPLICANT in connection with the project. The APPLICANT shall not look to the DEPARTMENT, or to any state or federal agency, or to any of their employees or agents, for any performance, assistance, or any payment or indemnity, including but not limited to cost of defense and/or attorneys' fees, in connection with any claim or lawsuit brought by any third party related to any design, development, construction, implementation, operation and/or maintenance of a project.

23. HAZARDOUS SUBSTANCES

The APPLICANT shall inspect and investigate the proposed development/construction site for the presence of hazardous substances. The APPLICANT shall fully disclose to the DEPARTMENT the results of its inspection and investigation and all other knowledge the APPLICANT has as to the presence of any hazardous substances at the proposed development/construction project site. The APPLICANT will be responsible for any associated clean-up costs as a result of the inspections. "Hazardous Substances" are defined in RCW 70.105D.020(10).

24. OCCUPATIONAL SAFETY/HEALTH ACT and WASHINGTON INDUSTRIAL SAFETY/ HEALTH ACT (OSHA/WISHA)

The APPLICANT represents and warrants that its work place does now or will meet all applicable federal and state safety and health regulations that are in effect during the APPLICANT'S performance under this Grant Agreement. The APPLICANT further agrees to indemnify and hold harmless the DEPARTMENT and its employees and agents from all liability, damages and costs of any nature, including but not limited to, costs of suits and attorneys' fees assessed against the DEPARTMENT, as a result of the failure of the APPLICANT to so comply.

25. CERTIFICATION REGARDING DEBARMENT, SUSPENSION, OR INELIGIBILITY

If federal funds are the basis for this contract, the APPLICANT certifies that the APPLICANT is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in this contract by any federal department or agency. If requested by the DEPARTMENT, the APPLICANT shall complete and sign a Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion form. Any such form completed by the APPLICANT for this Contract shall be incorporated into this Contract by reference.

Further, the APPLICANT agrees to comply with all applicable federal regulations concerning the federal debarment and suspension system, including 2 CFR Part 180. The APPLICANT certifies that it will ensure that potential subcontractors or subrecipients or any of their principals are not debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in "covered transactions" by any federal department or agency. "Covered transactions" include procurement contracts for goods or services awarded under a non-procurement transaction (e.g. grant or cooperative agreement) that are expected to equal or exceed \$25,000, and sub-awards to subrecipients for any amount. With respect to covered transactions, the APPLICANT may comply with this provision by obtaining a certification statement from the potential subcontractor or subrecipient or by checking the System for Award Management (<http://www.sam.gov>) maintained by the federal government. The



APPLICANT also agrees not to enter into any arrangements or contracts to perform Public Works projects with any party on the Washington State Department of Labor and Industries' "Debarred Contractor List" (<http://www.lni.wa.gov/TradesLicensing/PrevWage/AwardingAgencies/DebarredContractors/>).

26. SINGLE AUDIT ACT REQUIREMENTS (INCLUDING ALL AMENDMENTS)

Non-federal entities as subrecipients that expend **\$500,000** or more in one fiscal year of federal funds from all sources, direct and indirect, are required to have a single or a program-specific audit conducted in accordance with the Office of Management and Budget (OMB) Circular A-133-Audits of States, Local Governments, and Non-Profit Organizations (amended June 27, 2003, effective for fiscal years ending after December 31, 2003, and further amended June 26, 2007). Non-federal entities that spend less than **\$500,000** a year in federal awards are exempt from federal audit requirements for that year, except as noted in Circular No. A-133. As defined in Circular A-133, the term "non-federal entity" means a State, local government, or non-profit organization, and the term "State" includes Indian tribes. Circular A-133 is available on the OMB Home Page at <http://www.omb.gov>.

Contractors required to have an audit must ensure the audit is performed in accordance with Generally Accepted Government Auditing Standards (GAGAS) as found in the Government Auditing Standards (the Revised Yellow Book) developed by the Comptroller General and the OMB Compliance Supplement. The Contractor has the responsibility of notifying its auditor and requesting an audit in compliance with Circular A-133, to include the Washington State Auditor's Office, a federal auditor, or a public accountant performing work using GAGAS, as appropriate. Costs of the audit may be an allowable grant expenditure as authorized by Circular A-133.

The Contractor shall maintain auditable records and accounts so as to facilitate the audit requirement and shall ensure that any subcontractors also maintain auditable records.

The Contractor is responsible for any audit exceptions incurred by its own organization or that of its subcontractors. Responses to any unresolved management findings and disallowed or questioned costs shall be included with the audit report.

The Contractor must respond to Department requests for information or corrective action concerning audit issues or findings within 30 days of the date of request. The Department reserves the right to recover from the Contractor all disallowed costs resulting from the audit.

Once the single audit has been completed, the Contractor must send a full copy of the audit to the Department and a letter stating there were no findings, or if there were findings, the letter should provide a list of the findings. The Contractor must send the audit and the letter no later than nine (9) months after the end of the Contractor's fiscal year(s) to:

**Contracts Office  
Washington Military Department  
Finance Division, Building #1 TA-20  
Camp Murray, WA 98430-5032**

In addition to sending a copy of the audit, the Contractor must include a corrective action plan for any audit findings and a copy of the management letter if one was received.

If Contractor claims it is exempt from the audit requirements of Circular A-133, Contractor must send a letter identifying this contract and explaining the criteria for exemption no later than nine (9) months after the end of the Contractor's fiscal year(s) to:

**Contracts Office  
Washington Military Department  
Finance Division, Building #1 TA-20  
Camp Murray, WA 98430-5032**

The Department retains the sole discretion to determine whether a valid claim for an exemption from the audit requirements of this provision has been established.

The Contractor shall include the above audit requirements in any subcontracts.

Conducting a single or program-specific audit in compliance with Circular A-133 is a material requirement of this contract. In the absence of a valid claim of exemption from the audit requirements of Circular A-133, the Contractor's failure to comply with said audit requirements may result in one or more of the following actions in the Department's sole discretion: a percentage of federal awards being withheld until

the audit is completed in accordance with Circular A-133; the withholding or disallowing of overhead costs; the suspension of federal awards until the audit is conducted and submitted; or termination of the federal award.

27. EVALUATION AND SUBGRANTEE MONITORING

The Fire Management Assistance Grant is a cost reimbursement program. Grant funding is approved after all costs are incurred and paid for. Evaluation and monitoring of costs is completed in advance of grant approval for funding. As a subrecipient of federal financial assistance under Circular A-133, the Sub-grantee shall complete and return to the Department Attachment #3 "OMB Circular A-133 Audit Certification Form" with the signed Grant Agreement and each fiscal year thereafter until the Grant Agreement is closed, which Form is incorporated in and made a part of this Agreement.

The APPLICANT agrees to:

- a. Cooperate with and participate in any monitoring or evaluation activities conducted by the DEPARTMENT and/or FEMA that are pertinent to the intent of this contract or an approved project worksheet. This includes coordinating with the DEPARTMENT the scheduling of the documentation review to be held at the APPLICANT'S facilities.
- b. Submit the Final Costs Claimed form and a detailed spreadsheet of expenditures to the DEPARTMENT within four (4) months of the Incident Period. The APPLICANT may request from the DEPARTMENT a 30-day time extension for submission of the Final Cost Claim form. The DEPARTMENT may administratively approve this request.
- c. Provide the DEPARTMENT with all required documentation for all claimed costs to support the Final Costs Claimed form and spreadsheet of expenditures. The APPLICANT will assist in the preparation of the Project Worksheets.
- d. Provide assistance to the FEMA/DEPARTMENT Team that reviews the documentation to support the costs claimed on the Final Costs Claimed form and spreadsheet of expenditures.
- e. Maintain records and documentation that adequately identify and directly support a project's eligible costs to the approved project worksheet. Pro-rated costs are not eligible for reimbursement.
- f. Provide the DEPARTMENT with all supporting documentation required to complete the evaluation of eligible costs, and provide all additional documentation that the DEPARTMENT or FEMA may request as a result of the review visit or further evaluation of supporting financial documentation and/or reports. If all requested supporting documentation is not provided, the cost may be determined to be ineligible. Project Worksheets are written and submitted to FEMA after evaluation and review of all available documentation.
- g. The APPLICANT may submit additional costs that are identified, with the supporting documentation for these costs, to the DEPARTMENT not later than four (4) weeks following submission of the Final Costs Claimed form for review and consideration. The APPLICANT understands that any costs identified after a Project Worksheet is written and submitted to FEMA may not be eligible for reimbursement.

The DEPARTMENT agrees to:

- a. Provide technical assistance during all monitoring or evaluation activities. The DEPARTMENT will coordinate and schedule the meetings necessary to conduct and complete all monitoring and evaluation activities.
- b. Develop the APPLICANT'S project worksheet(s) (PW) and supporting attachments with FEMA and the APPLICANT'S assistance based upon the costs determined to be eligible.
- c. Submit the APPLICANT'S funding package to FEMA.
- d. Notify the APPLICANT when funding approval is received, issue payment per the process described in Article I, #3 – Payments of the Special Terms and Conditions, and provide the APPLICANT with a copy of the approved project worksheet.
- e. Work with the APPLICANT to resolve any issues identified during the monitoring process.
- f. Review and respond appropriately to the APPLICANT'S requests for time extensions and changes.

28. SUBCONTRACTING

The APPLICANT shall use a competitive procurement process in the award of any contracts with contractors or subcontractors that are entered into under the original contract award.

The procurement process followed shall be in accordance with Part 13 of 44 CFR, Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments or with OMB Circular A-110, Uniform Administrative Requirements for Grants and Other Agreements with Institutions of Higher Education, Hospitals, and Other Nonprofit Organizations, as applicable to the APPLICANT. All subcontracting agreements entered into pursuant to this Grant Agreement shall incorporate this Agreement by reference.

29. PUBLICITY

The APPLICANT agrees to submit to the DEPARTMENT all advertising and publicity matters relating to this Grant Agreement wherein the DEPARTMENT'S name is mentioned or language used from which a connection to the DEPARTMENT'S name may, in the DEPARTMENT'S judgment, be inferred or implied. The APPLICANT agrees not to publish or use such advertising and publicity matters without the prior written consent of the DEPARTMENT.

30. AMERICANS WITH DISABILITIES ACT (ADA) OF 1990, AS AMENDED, PUBLIC LAW 101-336, 42 U.S.C. 12101 ET SEQ. AND ITS IMPLEMENTING REGULATIONS ALSO REFERRED TO AS THE "ADA" 28 CFR Part 35.

The APPLICANT must comply with the ADA, which provides comprehensive civil rights protection to individuals with disabilities in the areas of employment, public accommodations, state and local government services, and telecommunication.

31. NONASSIGNABILITY

Neither this Grant Agreement, nor any claim arising under this Grant Agreement, shall be transferred or assigned by the APPLICANT.

32. DISCLOSURE

The use or disclosure by any party of any information concerning the DEPARTMENT for any purpose not directly connected with the administration of the DEPARTMENT'S or the APPLICANT'S responsibilities with respect to services provided under this contract is prohibited except by prior written consent of the DEPARTMENT. However, the parties acknowledge that the APPLICANT and the DEPARTMENT are subject to RCW 42.56, the state public records act.

33. LIMITATION OF AUTHORITY – Authorized Signature

Only the Governor's Authorized Representative or Alternate with assigned Authorized Signature for the DEPARTMENT, and the Authorized Signature or the assigned Applicant Agent or Alternate for the APPLICANT, formally designated in writing, shall have the express, implied, or apparent authority to alter, amend, modify, or waive any clause or condition of this Grant Agreement. Furthermore, any alteration, amendment, modification, or waiver of any clause or condition of this Grant Agreement is not effective or binding unless made in writing and signed by both authorized persons. Additionally, only these persons will have the signature authority to sign payment requests, certification of project completion, time extension requests, and requests for changes to project status.

34. ASSURANCES

The APPLICANT certifies that:

- a. They have 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 the project cost) to ensure proper planning, management and completion of the project described in approved project worksheets.
- b. They will give the awarding agency, the Comptroller General of the United States and 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.
- c. They 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.
- d. They 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 CFR 900, Subpart F).

- e. They will comply with all applicable state and federal statutes, regulations and executive orders relating to nondiscrimination, including but not limited to: (a) Title VI of the Civil Rights Act of 1964 (PL 88-352, 42 U.S.C. 2000d) 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 et seq.), which prohibits discrimination on the basis of sex; (c) Section 504 of the Rehabilitation Act of 1973 (PL 93-112), as amended (29 U.S.C. §794), which prohibits discrimination on the basis of disability; (d) the Age Discrimination Act of 1975, as amended (42 U.S.C. §§6101 et seq.), which prohibits discrimination on the basis of age; (e) the Americans with Disabilities Act of 1990 (42 U.S.C. §§12101 et seq.); and (f) the Fair Housing Amendments Act of 1988 (42 U.S.C. §§3601 et seq.), as amended, relating to nondiscrimination in the sale, rental or financing of housing.

However, the requirements of Section 202 of Executive Order 11246, as amended, do not apply to a government contractor or subcontractor that is a religious corporation, association, educational institution or society, with respect to the employment of individuals of a particular religion to perform work connected with the carrying on by such corporation, association, educational institution or society of its activities.

- f. They will comply, as applicable, with provisions of the Hatch Act, as amended (5 U.S.C. §§1501 et seq. and §§7321 et seq.) which limit the political activities of certain employees whose principal employment activities are funded in whole or in part with federal funds.
- g. They will comply, as applicable, with labor and wage provisions related to certain federally-assisted contracts (e.g., the wage rate requirements in the Davis-Bacon Act, as amended, 40 U.S.C. §§3141 et seq., the Copeland Anti-Kickback provisions in 40 U.S.C. §3145 and 18 U.S.C. §874, and the Contract Work Hours and Safety Standards in 40 U.S.C. §3701 et seq.).
- h. They will comply, if applicable, with flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973 (PL 93-234), as amended.
- i. They will comply, if applicable, with environmental standards prescribed pursuant to the following: (a) protection and enhancement of environmental quality pursuant to Executive Order (EO) 11514, as amended; (b) administration of the Clean Air Act and the Federal Water Pollution Control Act with respect to Federal contracts, grants, or loans pursuant to EO 11738; (c) protection of wetlands pursuant to EO 11990, as amended; (d) floodplains management pursuant to EO 11988, as amended; (e) the Coastal Zone Management Act of 1972 (P.L. 92-583), 16 U.S.C. §§1451 et seq., as amended; (f) Air Quality & Emission Limitations pursuant to 42 U.S.C. §§7401 et seq.; (g) the Safe Drinking Water Act of 1974 (PL 93-523), as amended; and, (h) the Endangered Species Act of 1973 (PL 93-205), as amended.
- j. They will comply, if applicable, with the Wild and Scenic Rivers Act, (PL 90-542), 16 U.S.C. §§1271 et seq., as amended.
- k. They will assist the awarding agency in assuring compliance with Section 106 of the National Historic Preservation Act of 1966 (PL 89-665), 16 U.S.C. §470, as amended; EO 11593 (protection and enhancement of the cultural environment); and the Archaeological and Historic Preservation Act, 16 U.S.C. §§ 469 et seq., as amended.
- l. They 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, as revised, "Audits of States, Local Governments, and Non-Profit Organizations."
- m. They will comply with all applicable requirements of all other federal laws, executive orders, regulations, and policies governing this program.

Approved as of 2/14/2011

DEPARTMENT OF HOMELAND SECURITY  
FEDERAL EMERGENCY MANAGEMENT AGENCY  
PROJECT WORKSHEET

O.M.B. No. 1660-0017  
Expires October 31, 2008

**PAPERWORK BURDEN DISCLOSURE NOTICE**

Public reporting burden for this form is estimated to average 90 minutes per response. Burden means the time, effort and financial resources expended by persons to generate, maintain, disclose, or to provide information to us. You may send comments regarding the accuracy of the burden estimate and or any aspect of the collection, including suggestions for reducing the burden to: Information Collections Management, U. S. Department of Homeland Security, Federal Emergency Management Agency, 500 C Street, SW, Washington, DC 20472, Paperwork Reduction Project (OMB Control Number 1660-0017). You are not required to respond to this collection of information unless a valid OMB number appears in the upper right corner of this form. **NOTE: Do not send your completed questionnaire to this address.**

DISASTER FEMA- _____ - FM-WA	PROJECT NO.	PA ID NO.	DATE	CATEGORY
DAMAGED FACILITY			WORK COMPLETE AS OF: _____ : _____ %	

APPLICANT	COUNTY
-----------	--------

LOCATION	LATITUDE	LONGITUDE
----------	----------	-----------

DAMAGE DESCRIPTION AND DIMENSIONS
-----------------------------------

SCOPE OF WORK
---------------

Does the Scope of Work change the pre-disaster conditions at the site? ☐ Yes ☐ No  
 Special Considerations issues included? ☐ Yes ☐ No Hazard Mitigation proposal included? ☐ Yes ☐ No  
 Is there insurance coverage on this facility? ☐ Yes ☐ No

**PROJECT COST**

ITEM	CODE	NARRATIVE	QUANTITY/UNIT	UNIT PRICE	COST
			/		
			/		
			/		
			/		
			/		
			/		
			/		
			/		
			/		
			/		
			/		
				TOTAL COST	

PREPARED BY	TITLE	SIGNATURE
APPLICANT REP.	TITLE	SIGNATURE

**ADDITIONAL AGREEMENT PROVISIONS AND WORKSHEET**  
**For Compliance With The**  
**Federal Funding Accountability and Transparency Act of 2006 (P.L. 109-282) (FFATA)**

The Federal Funding Accountability and Transparency Act (FFATA) was signed on September 26, 2006. The FFATA legislation requires information on federal awards (federal financial assistance and expenditures) be made available to the public via a single, searchable website. Federal awards include grants, subgrants, loans, awards, cooperative agreements and other forms of financial assistance as well as contracts, subcontracts, purchase orders, task orders, and delivery orders. The legislation does not require inclusion of individual transactions below \$25,000 or credit card transactions before October 1, 2008. However, if an award is initially below this amount yet later increased, the act is triggered. Due to this variability in compliance Subrecipients are **required** by the Military Department to be familiar with the FFATA requirements and complete this Worksheet for *each contract* for the State's submission in to the FFATA portal.

**ADDITIONAL PROVISIONS**

- A. This contract (subaward) is supported by federal funds, requiring compliance with the Federal Funding Accountability and Transparency Act (FFATA or the Transparency Act) and Office of Management and Budget Guidance (OMB). Public Law 109-282 as amended by section 6202(a) of Public Law 110-252 (see 31 U.S.C. 6101 note). By entering into this contract, contractor agrees to provide all applicable reporting information to the Washington Military Department (WMD) required by FFATA and OMB Guidance.
- B. The FFATA requires the OMB to establish a publicly available online database (USASpending.gov) containing information about entities that are awarded Federal grants, loans, and contracts. As required by FFATA and OMB Guidance, certain information on the first-tier subawards related to Federal contracts and grants, and the executive compensation of awardees, must be made publicly available.
- C. For new Federal grants beginning October 1, 2010, if the initial subaward is equal to or greater than \$25,000, reporting of the subaward and executive compensation information is required. If the initial subaward is below \$25,000 but subsequent grant modifications result in a total subaward equal to or over \$25,000, the subaward will be subject to the reporting requirements as of the date the subaward exceeds \$25,000. If the initial subaward equals or exceeds \$25,000 but funding is subsequently de-obligated such that the total award amount falls below \$25,000, the subaward continues to be subject to the reporting requirements of the Transparency Act and OMB Guidance.
- D. As a Federal grant subawardee under this contract, your organization is required by FFATA, OMB Guidance and this contract to provide the WMD, as the prime grant awardee, all information required for FFATA compliant reporting by WMD. This includes all applicable subawardee entity information required by FFATA and OMB Guidance, subawardee DUNS number, and relevant executive compensation data, as applicable.
  - 1. Data about your organization will be provided to USASpending.gov by the WMD. System for Award Management (SAM) is a government wide registration system for organizations that do business with the Federal Government. SAM stores information about awardees including financial account information for payment purposes and a link to D&B for maintaining current DUNS information, [www.sam.gov](http://www.sam.gov). WMD requires SAM registration and annual renewal by your organization to minimize unnecessary data entry and re-entry required by both WMD and your organization. It will also reduce the potential of inconsistent or inaccurate data entry.
  - 2. Your organization must have a Data Universal Numbering System (DUNS) number obtained from the firm Dun and Bradstreet (D&B) ([www.dnb.com](http://www.dnb.com)). A DUNS number provides a method to verify

data about your organization. D&B is responsible for maintaining unique identifiers and organizational linkages on behalf of the Federal Government for organizations receiving Federal assistance.

- E. The WMD, as the prime awardee, is required by FFATA to report names and total compensation of the five (5) most highly compensated officers of your organization (as the subawardee) if:
1. Your organization (the subawardee), in the preceding fiscal year, received 80 percent or more of its annual gross revenues from Federal awards and \$25,000,000 or more in annual gross revenues from Federal awards; and
  2. The public does not have access to this information about the compensation of the senior executives of your organization through periodic reports filed under section 13(a) or 15(d) of the Securities and Exchange Act of 1934 (15 U.S.C. §§ 78m(a), 78o(d) or section 6104 of the Internal Revenue Code of 1986.

“Total compensation” for purposes of this requirement generally means the cash and non-cash value earned by the executive during the past fiscal year and includes salary and bonus; awards of stock, stock options and stock appreciation rights; and other compensation such as severance and termination payments, and value of life insurance paid on behalf of the employee, and as otherwise provided by FFATA and applicable OMB guidance.

- F. If (1) in the preceding fiscal year your organization received 80 percent or more of its annual gross revenues from Federal awards and \$25,000,000 or more in annual gross revenues from Federal awards, and (2) the public does not have access to this information about the compensation of the senior executives of your organization through periodic reports filed under section 13(a) or 15(d) of the Securities and Exchange Act of 1934 (15 U.S.C. §§ 78m(a), 78o(d) or section 6104 of the Internal Revenue Code of 1986, insert the names and total compensation for the five most highly compensated officers of your organization in the table below.



# WORKSHEET

<b>Subrecipient Agency:</b> KITTITAS COUNTY				
<b>Grant and Year:</b> FEMA 5038-WA (2013)		<b>Agreement Number:</b> FEMA-5038-WA; D14-011		
<b>Completed by:</b> <u>JUDY PLESS</u> Name		<b>BUDGET &amp; FINANCE MANAGER</b> Title		<u>509-962-7502</u> Telephone
<b>Date Completed:</b>				
<b>STEP 1</b>				
Is your grant agreement less than \$25,000?	YES <input checked="" type="checkbox"/> C	STOP, no further analysis needed GO to Step 6	NO <input type="checkbox"/> C	GO to Step 2
<b>STEP 2</b>				
In your preceding fiscal year, did your organization receive 80% or more of its annual gross revenues from federal funding?	YES <input type="checkbox"/> C	GO to STEP 3	NO <input checked="" type="checkbox"/> C	STOP, no further analysis needed GO to Step 6
<b>STEP 3</b>				
In your preceding fiscal year, did your organization receive \$25,000,000 or more in federal funding?	YES <input type="checkbox"/> C	GO to STEP 4	NO <input type="checkbox"/> C	STOP, no further analysis needed GO to Step 6
<b>STEP 4</b>				
Does the public have access to information about the total compensation* of senior executives in your organization?	YES <input type="checkbox"/> C	STOP, no further analysis needed GO to step 6	NO <input type="checkbox"/> C	GO to STEP 5
<b>STEP 5</b>				
Executive #1	Name: _____ Total Compensation amount: \$ _____			
Executive #2	Name: _____ Total Compensation amount: \$ _____			
Executive #3	Name: _____ Total Compensation amount: \$ _____			
Executive #4	Name: _____ Total Compensation amount: \$ _____			
Executive #5	Name: _____ Total Compensation amount: \$ _____			
<b>STEP 6</b>				
If your organization does not meet these criteria, specifically identify below <u>each</u> criteria that is not met for your organization: For Example: "Our organization received less than \$25,000."				
<b>OUR GRANT AGREEMENT IS LESS THAN \$25,000.</b>				

**Signature:** Judy Pless **Date:** 1/23/14

\* Total compensation refers to:

- Salary and bonuses
- Awards of stock, stock options, and stock appreciation rights
- Other compensation including, but not limited to, severance and termination payments
- Life insurance value paid on behalf of the employee

Additional Resources: <http://www.whitehouse.gov/omb/open>  
<http://www.hrsa.gov/grants/ffata.html>  
<http://www.gpo.gov/fdsys/pkg/FR-2010-09-14/pdf/2010-22705.pdf>  
<http://www.grants.gov/>

# OMB Circular A-133 Audit Certification Form

## Audits of States, Local Governments, and Non-Profit Organizations

Contact Information	
Subrecipient (Sub-Grantee) Name (Agency, Local Government, or Organization):	Kittitas County
Authorized Financial Official:	Judy Pless Budget & Finance Mgr, Auditor's Office
Address:	205 West 5th, Ste #102, Ellensburg WA 98926
Email:	judy.pless@co.kittitas.wa.us
Phone #:	509-962-7502

**Purpose:** As a pass-through agency of federal grant funds, the Washington Military Department/Emergency Management Division (WMD/EMD) is required by Office of Management and Budget (OMB) Circular A-133 to monitor activities of subrecipients to ensure federal awards are used for authorized purposes and ensure that subrecipients expending \$500,000 or more in federal awards during their fiscal year have met the OMB Circular A-133 Audit Requirements. Your entity is a subrecipient subject to such monitoring by MIL/EMD because it is a non-federal entity that expends federal grant funds received from MIL/EMD as a pass-through entity to carry out a federal program. OMB Circular A-133 can be found at [http://www.whitehouse.gov/sites/default/files/omb/assets/a133/a133\\_revised\\_2007.pdf](http://www.whitehouse.gov/sites/default/files/omb/assets/a133/a133_revised_2007.pdf), and it should be consulted when completing this form.

**Directions:** As required by OMB Circular A-133, non-federal entities that expend \$500,000 in federal awards in a fiscal year shall have a single or program-specific audit conducted for that year. If your entity **is not** subject to A-133 requirements, you must complete Section A of this Form. If your entity **is** required to complete an A-133 Audit, you must complete Section B of this form. When completed, you must sign, date, and return this form with your grant agreement contract and every fiscal year thereafter until the grant agreement contract is closed. Failure to return this completed Audit Certification Form may result in delay of grant agreement processing, withholding of federal awards or disallowance of costs, and suspension or termination of federal awards.

### SECTION A: Entities NOT subject to the audit requirements of OMB Circular A-133

Our entity is not subject to the requirements of OMB Circular A-133 because (check all that apply):

- ☐ We did not expend \$500,000 or more of *total* federal awards during the fiscal year.
- ☐ We are a for-profit agency.
- ☐ We are exempt for other reasons (describe):

However, by signing below, I agree that we are still subject to the audit requirements, laws and regulations governing the program(s) in which we participate, that we are required to maintain records of federal funding and to provide access to such records by federal and state agencies and their designees, and that WMD/EMD may request and be provided access to additional information and/or documentation to ensure proper stewardship of federal funds.

### SECTION B: Entities that ARE subject to the requirements of OMB Circular A-133

(Complete the information below and check the appropriate box)

- ☐ We completed our last A-133 Audit on [enter date] for Fiscal Year ending [enter date]. There were no findings related to federal awards from WMD/EMD. No follow-up action is required by WMD/EMD as the pass-through entity.

**A complete copy of the audit report, which includes exceptions, corrective action plan and management response, is either enclosed or available online at:**

<http://www.co.kittitas.wa.us/auditor/accounting/financial>

- ☐ We completed our last A-133 Audit on [enter date] for Fiscal Year ending [enter date]. There were findings related to federal awards.

**A complete copy of the audit report, which includes exceptions, corrective action plan and management response, is either enclosed or available online at:**

<http://www.co.kittitas.wa.us/auditor/accounting/financial>

- ☐ Our completed A-133 Audit will be available on [enter date] for Fiscal Year ending [enter date]. We will forward a copy of the audit report to you at that time unless it will be available online at:

<http://www.co.kittitas.wa.us/auditor/accounting/financial>

I hereby certify that I am an individual authorized by the above identified entity to complete this form. Further, I certify that the above information is true and correct and all relevant material findings contained in audit report/statement have been disclosed. Additionally, I understand this Form is to be submitted every fiscal year for which this entity is a subrecipient of federal grant funds from MIL/EMD until the grant agreement contract is closed.

Signature of Authorized Financial Official: \_\_\_\_\_

Date: \_\_\_\_\_

Print Name & Title: Judy Pless, Budget & Finance Manager, Kittitas County Auditor's Office

## STATE FIRE MANAGEMENT ASSISTANCE GRANT APPLICATION

FMAGP-001

Application Identifier:

State Number: D14-011Federal Disaster Number: FM-5038-WAFederal Catalog Number: 97.046Title: Fire Management Assistance GrantDeclaration Date: July 30, 2013Applicant's FEMA Project Application Number: 037-99037-00

## Legal Applicant Recipient:

Applicant's Name: Kittitas CountyStreet Address: 205 W. 5th Ave, Suite105

Mailing Address:

County: KittitasCity: EllensburgState: WAZip Code: 98926

## Applicant Agent:

Name: Kirk HolmesTitle: Public Works DirectorSignature: K-Holmes

## Contact Information:

Phone: 509-962-7523Fax: 509-962-7663E-mail: kirk.holmes@co.kittitas.wa.us

Date: \_\_\_\_\_

## Alternate Applicant Agent:

Name: Kathy JurgensTitle: Finance System ManagerSignature: Kathy JurgensPhone: 509-962-7608Fax: 509-962-7663E-mail: kathy.jurgens@co.kittitas.wa.usDate: 12-31-13

## Type of Applicant:

A - State

B - County

C - City

D - School District

E - Special Purpose District

F - Higher Educational Institution

G - Indian Tribe

H - Private NonProfit

I - Other (Specify) \_\_\_\_\_

Enter Appropriate Letter BCongressional District Number: 4thState Legislative District Number: 13th

Governor's Authorized Representative:

Signature: [Signature]Date: 1/14/2014

NOTE: Shaded blocks for WA EMD use.

9/05